

University of Nottingham
Childcare Services Contract, Terms and Conditions

Important

- Please read this contract carefully before signing
- Please contact us if there is anything you do not understand in the contract before you sign it

Please return this contract to: Childcare Services Manager, University of Nottingham Day Nursery, University Park, Nottingham, NG7 2RD

Part A

1. Your Child's Personal Details: Please provide details of the child who will be attending a Childcare Services setting. Where there is more than one child you will be issued with a separate contract for each child.

| | |
|----------------------------|--|
| First Name(s) (in full) | |
| Surname (in full) | |
| Date of Birth (DD/MM/YYYY) | |
| Gender (Male / Female) | |
| Ethnic Origin | |
| Religion | |
| First Language | |
| Address & Post Code | |

2. Your Personal Details: Please provide details of the parent of the child named in Part A – 1 above, whom is either an employee of the University of Nottingham or a full-time registered student.

| | |
|---|--|
| Title (Mr/Mrs/Miss/Ms/other –specify) | |
| First Name(s) (in full) | |
| Surname (in full) | |
| Payroll Number or Student ID number | |
| Address & Post Code (if different from the child in A-1 above) | |
| Telephone Number – Home | |
| Telephone Number – work | |
| Telephone Number – mobile | |
| Email address | |
| Are you the legal parent / guardian of the child named in Part A – 1 above? (Yes or No) | |
| If no to the above question, please state your relationship to the child | |

3. Details of anybody else who has parental responsibility for the child named in Part A - 1:

| | |
|---------------------------------------|--|
| Title (Mr/Mrs/Miss/Ms/other –specify) | |
| First Name(s) (in full) | |
| Surname (in full) | |
| Payroll Number or Student ID number | |

| | |
|---|--|
| Address & Post Code (if different from the child in A-1 above) | |
| Telephone Number – Home | |
| Telephone Number – work | |
| Telephone Number – mobile | |
| Email address | |
| Are you the legal parent / guardian of the child named in Part A – 1 above? (Yes or No) | |
| If no to the above question, please state your relationship to the child | |

Part B

Terms and Conditions

1. Definitions

1.1 The definitions below apply in these terms and conditions.

‘child’ the child who is named in part A - 1

‘you’ the person who purchases services from us named in Part A - 2

‘Services’ the services of University of Nottingham Day Nursery and Playcentre in accordance with the Early Years Foundation Stage (EYFS) Statutory Framework, during the days or half days indicated in (xx) excluding Bank Holidays, University Days and Childcare Services staff inset days, together with any other services we provide or agree to provide, to you

‘us’ Childcare Services at the University of Nottingham

‘financial year’ August 1st to July 31st

‘DfE’ Department for Education

1.2 A reference to writing or written includes emails sent to childcareservices@nottingham.ac.uk unless specified otherwise

2. Formation of the Contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed ‘Childcare Services Contract and Terms and Conditions’, a signed ‘Childcare Services Fee Contract’, a registration fee of £35 (non-refundable) and the

booking fee (first month's fee payment of £ **inset fee here**)¹. We will confirm the contract by signing the 'Childcare Services contract and terms and conditions' and sending you (via email) a pdf copy of the contract.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

- 2.2.1 The Service's prospectus
- 2.2.2 The Service's unit booklets
- 2.2.3 A policy issued to you by us
- 2.2.4 Childcare Services policy and procedure guide (available in reception areas of both the Day Nursery and Playcentre). A full list of policies and procedures are included at the end of this contract and you may request a copy of any policy and procedure by emailing childcareservices@nottingham.ac.uk
- 2.2.5 A letter signed by both you and us

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the Contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least 28 day notice period. The notice period will start from the first operating day following receipt of the written notice unless you specify a leaving date for your child that exceeds the 28 day notice requirement. So for example, if you or us email each other to terminate the contract during the Christmas closure, the notice period will start from the first day that we are open following the closure.

3.2 The contract with us will be terminated if you cease to be a staff member (employed by the University of Nottingham on a permanent / fixed term contract of employment) or student (full time registered, includes one year writing up period for PhD students).

3.3 On occasion, vacancies permitting, a place may be deemed a 'community place'. In such circumstances a new contract will be offered that identifies the place as a 'community place' and any stipulations about the length of the contract will be specified in the contract.

3.4 However the contract can, and in some circumstances will be terminated immediately in accordance with clause 9.14

4. Suspension of Services

4.1 The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in circumstances set out in our Business Continuity Plan for events beyond our

¹ With the exception of those considering entering the University of Nottingham Tax Scheme whereby a signed deduction from payroll form is required that gives authorisation for fees to be deducted from salary should you decide not to join the tax scheme

control. Wherever possible we will look to our other setting (the University of Nottingham Day Nursery or Playcentre) to try and continue to offer the Service to you during the disruption wherever Early Years Foundation Stage statutory requirements can be met (for example, meeting floor space requirements for the number of children).

4.2 Where a service is withdrawn for a full session (half day) or more and where we are unable to accommodate your child in another setting, we will not charge you for the fees for the time that Services are withdrawn. Where fees have been paid in advance we will either refund you the overpayment or reduce fees for the following month by the corresponding amount of overpayment. Fees will remain due for any such closure that affects only part of a session (for example, no power from 3pm and setting closes, fees not refunded for that afternoon so long as services are operating the next working day).

4.3 Closures could be because of severe weather conditions, loss of power (for an extended time), loss of access to water, gas leak (applicable only to the Playcentre as there are no gas services at the Day Nursery) or other events that are beyond our reasonable control and would put your child's and staff's health, safety and well-being at risk.

5. Changes to Terms and Conditions

5.1 We may change these terms and conditions where such a change arises from changes in legislation or regulations affecting us such as changes to the Early Years Foundation Stage Statutory Framework or changes in requirements relating to the Free Education Hours (DfE).

5.2 We may change any other terms and conditions provided we give you at least one month's written notice of our intention to do so. You have the right to terminate the contract with one month's written notice in such cases where you do not agree to the changes.

6. Assignment and Rights of Third Parties

6.1 The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

6.2 A person who is not a party to the contract shall not have any rights under or connection with it.

7. Governing Law and Jurisdiction

7.1 The contract and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

7.2 The University of Nottingham Day Nursery is registered with Ofsted, setting number 254648

7.3 The University of Nottingham Playcentre is registered with Ofsted, Registration EY446554

7.4 Ofsted Inspection reports are available for both settings. If you have not already been provided with a copy of the report you can request a copy by emailing childcareservices@nottingham.ac.uk or by accessing the reports directly from the Ofsted Early Years Inspection reports webpages.

8. Agreed Attendance Pattern

8.1 This section specifies the sessions that you have agreed to accept for your child and that we have agreed to reserve for your child in our service. The sessions have been booked & reserved for the child in Part A on a (SELECT: Full Year basis (open 49 weeks per annum) / Term Time only basis (Nottingham City LEA term times, 38 weeks per annum)).

| | Am (8.00am-1.00pm) | Pm (1.00pm-6.00pm) |
|-----------|--------------------|--------------------|
| Monday | | |
| Tuesday | | |
| Wednesday | | |
| Thursday | | |
| Friday | | |

8.2 We close on 8 Bank Holidays, 5 University Days (determined annually by the University of Nottingham) and for 2 INSET (in service education and training) days. Please see the year plan (issued annually with your fee contract) for opening dates. You can request another copy of this at any time by emailing childcareservices@nottingham.ac.uk

8.3 Sessions have been booked for you at the SELECT: University of Nottingham Day Nursery or University of Nottingham Playcentre, University Park, Nottingham NG7 2RD).

8.4 Where contracted sessions should change, a new Childcare Services Contract will be issued. Where you wish to change your sessions you must put this in writing to the Childcare Services manager, giving at least one month's written notice (28 days). Where possible we will accommodate your request to change sessions however we cannot guarantee that the sessions you require will be available. If we are unable to accommodate your change of session requirements, you have the right to give one month's written notice to terminate this contract with our service and remove your child (see 3.1).

8.5 To limit inconvenience to our customers, staff and team meetings are held outside of operational hours or during operational hours where feasible and where quality of service levels to children is not impaired.

9. Fees

- 9.1 Fee Increases: Fees are reviewed annually on 1st August of each year. You will be given at least one month's written notice (a full calendar month) of any fee increases. Current fee rates can be found in Childcare Services Fee Booklet. A copy of this will be given to you when you book a child into our Services and when new fee contracts are circulated annually.
- 9.2 Fees payable Full Year places: Fees are payable for booked sessions (calculated full sessions). With the exception of free education hours (see section 10) we do not offer bookable hours. Fees are payable for the full year including Bank Holidays, University day closures and for the 2 inset days per annum should these fall on your child's usual day of attendance.
- 9.3 Fees payable Term Time only places: Fees are payable for booked sessions (calculated full sessions) for the term time only period. With the exception of free education hours (see section 10) we do not offer bookable hours. A fee is charged pro rata for Bank Holidays, University day closures and for the 2 inset days per annum. This pro rata fee is clearly shown on your fee spreadsheet. We calculate this by dividing the number of sessions on closure days (30) by the number of sessions for the full year giving the % closure per session. We then use this figure on the fee spreadsheet and multiply this figure by the number of sessions used that week and multiply this figure by the session rate applicable to the child at that time. This gives a pro rata session charge. For example, where there are 52.2 weeks in the financial year this equates to 522 sessions (Monday/ Tuesday/ Wednesday/ Thursday/Friday mornings and afternoons in the financial year). The total closures for Childcare Services is 15 days that equates to 30 sessions. We then calculate $30 / 522 = 0.057471$. On your fee spreadsheet it shows the number of sessions booked for that week. Where your child is full time this will be 10 sessions. We calculate 0.057471×10 and then multiply this by the actual session charge for your child. This gives the term time only pro rata charge for the week.
- 9.4 Fee payment dates: Fees are due in advance and payable by standing order, childcare vouchers, government voucher scheme and/or deduction from payroll. Cash payments will only be accepted for the first month's fees upon acceptance of an offer for a place in our Services and for any one-off additional sessions. The average monthly fee is due by the end of the month that precedes the month the payment relates to. For example, payment is due by the end of March for the April average monthly payment. Where standing order payments are made fees are payable on the 23rd of the preceding month to ensure that payments are cleared by banks by the month end. Where payment is by childcare voucher this must be released before the end of the month as the payment made needs to show in our bank statement. The only fees payable in arrears are those in the University of Nottingham Tax Scheme (see 9.8 below).
- 9.5 Attendance: Fees are payable for all booked sessions whether or not your child attends.
- 9.6 One off extra sessions: These must be requested in writing and we will confirm in writing if we are able to book these sessions for you. Where one-off extra sessions are booked

with us payment is strictly in advance and non-refundable and non-transferable should your child not attend on that session.

9.7 VAT: This is not charged on nursery fees as nursery provision is an exempt supply for VAT purposes.

9.8 University of Nottingham Nursery Tax Scheme: The University of Nottingham offers the Nursery Tax Scheme whereby eligible staff members of the University can take a reduced salary in exchange for free childcare. Payments in the Nursery Tax Scheme are made in arrears. Strict terms and conditions are involved in accessing the Nursery Tax Scheme. Where you are interested in joining the Nursery Tax Scheme, please tick the 'Nursery Tax Scheme' box on your Fee Contract and complete a deduction from payroll form. This authorises us to send to our consultants details of your fees and salary so that the appropriate calculations can be made specific to your salary. You will then be sent a 'Nursery Tax Scheme Contract' (renewable annually on the 1st August) that provides more detail about the scheme and the savings you would make. If you wish to join the scheme you will need to sign and return the Nursery Tax Scheme Contract to the benefits team in payroll at the University of Nottingham. If you do not join the scheme we will take the relevant payments from your payroll (by signing the deduction from payroll form you are giving us permission to do this) so that you are paying in advance unless you provide alternative payment to us to bring your account up to date (for example, childcare vouchers). The savings you make on the cost of your childcare is approximately 25% of the full value of your childcare subject to you paying sufficient tax and national insurance to achieve the full benefit. Where your child is new to our service and you are considering entering the tax scheme you are only required to pay the £35 non-refundable registration fee (see 9.11 below) and to submit a deduction from payroll form (see above).

9.9 Fee contract: Each year (and at the time of your child's admission to our Services) we issue a fee contract that specifies the charge being made for sessions booked for the financial year or part thereof remaining (1st August to 31st July). The fee contract identifies the total fee due for the year or part remaining thereof. The fee contract identifies how many full months are remaining in the financial year and shows the calculation of an average monthly fee due. The fee contract also specifies how many free education hours have been allocated to your child. Due dates for payment of fees is also specified on the fee contract. **YOU MUST SIGN AND RETURN THIS CONTRACT IF YOU WISH YOUR CHILD'S PLACE TO START OR CONTINUE INTO THE NEXT FINANCIAL YEAR** and where your child will be new to our Services and you wish to accept the place offered. Where we do not receive the signed fee contract by the date specified when this is sent to you, this will be treated as you giving notice of your child leaving our service at the end of the current contracted period (end of the period specified in the current Fee Contract) or in the case of a new starter, as you no longer requiring the place.

9.10 Fee Spreadsheet: The fee contract is accompanied by a fee spreadsheet that provides a detailed breakdown of how the annual fee has been calculated. The fee spreadsheet identifies the week commencing, how many sessions have been booked,

number of hours this entails, charge per hour, charge for meals, deduction of hours for any free education hours due, annual fee due and average monthly payment.

9.11 Children new to our Services: At the time an offer of a place is made a £35.00 registration fee is required. In addition you will be asked to pay the first average monthly payment at the time of accepting the offer in order to secure the place for your child. **Both payments are non-refundable** in the event that you subsequently change your mind and your child does not attend our Services. You must let us know if your child is not going to attend our Services otherwise you may incur further charges as the 28 day notice period would apply from the date we receive your notice of withdrawal after the agreed and contracted start date for your child. For example, you book a place in January for your child to start early April in our service. You decide not to send your child to our Services and let us know mid-April (after your child's agreed start date). You will be required to pay the difference between the average monthly payment you have made at the time of booking and the fees due to 28 days after the notice of withdrawal is made. Likewise, if you let us know early February that you no longer want the place no further payments will be required however no refunds will be made.

9.12 Late collection / early drop off: The fee contract specifies any charges we may make for late collection or early drop off of children. Charges are per child per 15 minutes or part thereof. The late collection / early drop off fee is revised annually and specified on the fee contract. After 3 late collections and/or early drop offs the fee will double. So for example, if you collect your child at 6.10pm, you will be charged the late collection fee relevant at the time (for example £5). After 3 late collections, this fee will increase to double the relevant rate (for example £10 for every 15 minutes or part thereof). It is important that if you wish to discuss your child's day with staff you need to arrive early enough to allow sufficient time before your child's session end time for this to occur. Where several parents are waiting to talk to a staff member, priority will be given to those who arrive first. Our services close promptly at 6.00pm and all children should be off our premises by this time.

9.13 Fee Contract Renewal Dates: The fee contract and fee spreadsheet will be sent to you in advance of the new financial year (at least one calendar month in advance) and at the time an offer of a place in our service is being made. A return date will be specified on the email or by letter accompanying the fee contract.

9.14 Fee Arrears: It is important that you discuss with us any difficulties you are experiencing in paying your childcare fees. Where fees fall in arrears we have the right to suspend all services until payment is made in full, which will include suspension of the Child, or even termination of the contract permanently. We will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum, including legal costs and disbursements on an indemnity basis. If you owe us any money and make a claim against us, we may set off what you owe us against what you are claiming from us.

9.15 Administration Charge for Returned Cheques: We make a £20 administration charge for any cheques that are presented that are not honoured by the bank.

- 9.16 Included in fees: Fees cover the childcare service and all meals / snacks offered during the sessions your child attends (see section 10 on free education hours). Meal times vary according to the age of children in a unit. Meals included are:

Breakfast
Snack (am / pm)
Lunch
Tea

- 9.17 Not Included in fees: Parents provide their own nappies, nappy creams & baby wipes (if you wish us to use a nappy cream and/or wipes) and baby milk (formula or cartons). We have nursery wipes that are disposable cloths and use water to meet children's personal hygiene needs where a parent chooses not to provide a pack of disposable wipes. Where a parent wishes for their baby under 1 year of age to have baby cereal, parents are responsible for providing this. We do not provide any medication to children including paracetamol suspension. We do ask parents of older children to provide a toothbrush for your child and periodically for you to bring in a new one. We may charge for any extra-curricular activities provided in our services such as Outings, French lessons, Swimming and Yoga classes. Where we make a charge for an extra service there is no obligation for your child to attend.

- 9.18 Student Allocated Places: To be eligible for an allocated student place in our Services you must be a full-time registered student with the University of Nottingham. We do include the first year of the writing up period for PhD students. You will be required to complete a student subsidy application form annually if you wish to access the student with subsidy fee rate. Should you cease to be a full-time student of the University you will not be eligible to use our Services and your child's place will be withdrawn. Where you have not notified us of your change of status, fees payable for the period you were no longer a student will be charged at the full staff rate.

- 9.19 Staff member Allocated Places: To be eligible for a staff member allocated place you must be employed by the University of Nottingham on a permanent or fixed term contract of employment. Should you cease to be a staff member you will not be eligible to use our Services and your child's place will be withdrawn. It is your responsibility to let us know if your employment status with the University of Nottingham changes.

- 9.20 Change of Status for staff and students: Where a student becomes a staff member of the University following completion of their studies, fees due for sessions from that date will be recalculated at the relevant staff fee rate. Where a staff member changes their status to full-time registered student, you will be asked to complete a student subsidy form to enable us to assess your eligibility for the student fee rate.

- 9.21 We will verify on a regular basis the status of students and staff, using University database systems and the Human Resources Department to ensure that you continue to meet our eligibility criteria for a place in our Services and to confirm the applicable fee rate.

- 9.22 Community Places: On occasion and subject to vacancies, we may offer a place as a 'community place' that is charged at the full staff rate. Any specific details relating to a 'community place' will be specified in the Childcare Services Contract for Community Places.

10. Free Education Hours

- 10.1 Children are eligible for up to 570 hours per annum free education from the term following their third birthday (Universal Entitlement). From September 2017, some children will be eligible for a further 570 hours per annum from the term following their third birthday (total 1140 hours per annum) if they meet DfE eligibility criteria (Extended Entitlement). Your child's free hours can be spread over the full year that we are open (called a 'stretched offer').
- 10.2 You may choose to use your free education hours between 9.00am – 5.00pm Monday to Friday, up to a maximum of 15 hours per week (for those eligible for 570 hours per annum) or up to a maximum of 30 hours per week (for those eligible for 1140 hours per annum). We can vary free hours outside of these core times by individual negotiation and subject to actual attendance pattern.
- 10.3 You do not have to purchase any additional & sundry services in order to access free education. (see clause 9.17 for services not included in the free hours. In addition no meals or snacks are included in the free hours). Where you do not wish to purchase the additional services you will need to provide the relevant meals for your child. We do not have space to store items in a fridge and therefore it is your responsibility to ensure that any foodstuffs you provide are safe for your child to eat. We do not accept hot/warm foodstuffs stored in a flask or hot/warm food container. Where you wish to purchase any sundry services or additional hours for your child, these charges will be shown on your fee spreadsheet or in certain situations (for example, access to swimming lessons) you will be sent written information about the activity and any fees due should you wish to sign your child up for the specific activity involved.
- 10.4 Where you are accessing free education hours only with no additional /sundry services and no additional hours, you are still required to pay a registration fee & one month's average fees (at the rate that would apply for the free hours booked). Once your child starts their free hour's only place & the local authority has conducted their headcount and confirmed your eligibility for the free hours, the registration fee and one month's fee will be reimbursed to you. Free hour only places can be offered subject to availability. If you are changing from a full-year to free hour only place, we cannot guarantee the same sessions will be available as your full year place.
- 10.5 It is your responsibility to let us know if you are claiming free education hours at another service. Where we are not reimbursed by the local education authority for the free hours allocated to your child, we will invoice you for the full amount due at the full staff fee rate, including fees due for the 28 day notice period.
- 10.6 Access to free education hours is subject to availability of sessions in our service.

- 10.7 Free education hours are clearly shown on your fee contract and the hours allocated for the free hours specified. Where your child has poor attendance for free education hours we will in the first instance discuss this with you. However, where the local education authority reclaims funds paid to us due to your child's poor attendance, we will claim any fees due for booked sessions from you at the prevailing staff fee rate. Where poor attendance continues, your free education place may be withdrawn. This is at the discretion of the Childcare Services Manager.
- 10.8 We are bound by the Department for Education statutory guidance regarding the free education hours and our provider agreement with the local education authority. You will be required to sign a declaration form and provide proof of identity (including date of birth) for your child in order for us to process your eligibility. Where you do not meet the requirements placed upon us by the DfE or Local Education authority, this may result in a withdrawal of your child's free hours. In such circumstances you will be required to pay for any sessions accessed or booked, including the 28 day notice period, at the full staff rate at that time.
- 10.9 Where you wish to access the extended entitlement of 30 hours, it is your responsibility to ensure you are eligible and YOU HAVE TO APPLY FOR THESE EXTENDED HOURS. You must apply for the extra hours through the governments online Childcare Service. You will be given an eligibility code to provide to us (child's unique 11 digit number) and you will also need to provide us with your national insurance number. Where you do not provide us with the code and your national insurance number you will be charged the full staff rate for booked sessions. By providing us with an eligibility code and signing this contract you are giving us consent to verify that code through the local authority before your child can access the additional free hours.
- 10.10 You are required by the DfE to confirm your on-going eligibility for the additional free hours and will be prompted to do this every 3 months by the DfE. Where your eligibility for the extended hours ceases, the government do provide you with a grace period. However if you do not provide verification of eligibility by the start of the term following the grace period, you will be charged the full staff rate for all booked sessions beyond your child's Universal entitlement. Where the local authority withdraws funding for your child's free hours you will be required to pay the full staff fee rate applicable at that time in order for your child's place to continue with us. Likewise if we become aware that funding has been withdrawn and your child has been attending during that time period you will be liable for the full fees due for sessions booked at the full staff rate applicable at that time.

11. Your Obligations

- 11.1 You shall provide to us & keep us updated of any changes of such information as we may reasonably require about your child and their needs. This includes:
- Full name, date of birth, home address, first language
 - Any known allergies, food intolerances or other diagnosed dietary medical condition
 - Any food preferences you have (for example, Halal meat only, Vegetarian)
 - Any known medical condition or health problem
 - Any prescribed medication and dispensers where appropriate

- Details of your child's vaccinations
- Details of your child's GP & Health Visitor and any other persons involved in a professional capacity with the family (for example, speech therapist, physiotherapist)
- Details of your religion & any festivals or related celebrations, on the festival year planner, if you wish us to ensure your child's religious needs are recognised & celebrated within our service
- Any court orders or other family circumstances affecting the child (for example, any restraining orders on partners that would stop them being allowed to take the child from our service; separated parents whereby both parents have a right of access to information about the child)
- Your contact details and those of authorised persons who may collect your child and/or persons listed as emergency contacts

11.2 Any changes to the information in 11.1 should be notified to us in writing whenever they change. All changes should be notified to: childcareservices@nottingham.ac.uk

11.3 When arriving to drop off your child or to collect your child please ensure that you notify staff that they have arrived or are being collected.

11.4 We do not provide any 'baby-sitting' services and will not be involved in making any arrangements for such out of work activities. Please be aware that we accept no responsibility for staff conduct or for anything staff do in connection with any private baby-sitting arrangements you may make.

12. Health, Safety and Welfare of Children

12.1 Where your child has a communicable illness they must not be brought into nursery until such time that they are no longer infectious in keeping with the Public Health England Guidance on Infection Control in Schools and other Childcare Settings. We also follow NICE (National Institute for Clinical Excellence) guidance for things such as fevers in children. Where there is an outbreak of an illness (classed as 3 cases or more) within a specific room we will contact Public Health England and act upon any advice received.

12.2 To attend our setting children must be able to maintain normal body temperature without the use of paracetamol suspension or other medication. Where a child develops a fever in our service we will contact you and ask you to collect your child as soon as possible and to keep them away from the service until they can consistently maintain their own body temperature. This helps us to ensure it is a healthy environment for all children and staff.

12.3 You are required to let us know if you have administered any medication, including over the counter medication, to your child. This is important as in the event of an emergency, we may have to share such information with the emergency services. Likewise where we have administered medication to your child (with the appropriate consents) you will be asked to sign your child's medication record as evidence that you have been fully informed.

12.4 We will only administer prescribed medications to your child with the exception of paracetamol suspension, teething gels and nappy creams. The prescription label must clearly state your child's name, name of medication, dose to be given and frequency. Please note that we can only administer the medication as described on the prescription label. Where you would like us to keep paracetamol suspension on our premises you will need to complete an 'open' consent form and provide us with paracetamol suspension for your child in the original box with the medicines safety leaflet included. We will not administer paracetamol suspension for fevers however will administer it where a child is clearly unwell and struggling. We will always seek your permission (usually by telephone) before administering any such medication to your child. Open consent forms are also required for teething gels and nappy creams.

12.5 Where a child has diarrhoea and / or vomiting you are required to keep your child away from nursery for at least 48 hours from the last bout of diarrhoea and / or vomiting. Should your child develop diarrhoea and / or vomiting at nursery, we will contact you to collect your child as soon as possible.

12.6 Where your child requires any invasive procedure (for example, administering an Epi pen), you are required to complete an individual medication plan (IMP) with managers at the setting. Before your child can be left with no parent present staff must be fully trained in the administration of the Epi pen or other invasive procedure, specific to your child's needs, by an appropriate professional. Your child's IMP will specify which staff have been trained to administer the medication and all the information required to ensure your child remains safe whilst in our care.

12.7 You will be asked to complete an allergy and special diets form when your child is visiting our service before they start. Where children have moderate to severe allergies, we will develop – with you – a full risk assessment of your child's needs. Examples of adjustments we may make include individual menu's & separate easily identifiable crockery and cutlery; restricting the type of boxes/containers parents bring in for children to undertake box-work modelling with. The risk assessment will be kept under review and plans for your child updated accordingly.

12.8 Where your child has a special educational need and/or disability, we will aim to ensure that they have full access to the programme on offer. Where we are unable to meet your child's needs, after making reasonable adjustments, we will sit down and discuss this with you. The ratio of children to staff in our service is:

- Children under 2 years 1 staff : 3 children
- Children aged 2 years 1 staff : 4 children
- Children aged 3 years plus 1 staff : 8 children (on occasion where staff member holds Qualified teacher status or Early Years Teacher Status or Early Years professional Status the ratio may be 1 staff : 13 children)

We have to be able to meet your child's needs whilst working within the above ratio's unless additional staffing costs are met from other sources (for example, Local Education

Authority Inclusive Support Grant). In some circumstances we may need to renegotiate the times that your child attends our service in order to ensure their needs can be met when they are attending. Where we are unable to meet the on-going needs of your child we may withdraw your child's place in our service. In such circumstances we will make every effort to work with yourself and the local authority to identify a provider who is able to provide a service for your child.

- 12.9 We will make every effort to ensure that your child is safe within our service. We are responsible for ensuring risk assessments are up to date and acted upon; that the building, fabrics and furnishings and grounds are fit for purpose; that fire drills are conducted several times a year; that fire alarms are tested weekly; that smoke detectors & emergency lighting are tested periodically; that water temperature is tested periodically; that electrical equipment is PAT tested annually; that major electrical appliances are serviced annually (for example, oven / hot plate / hoovers); that staff have paediatric first aid certificates, food hygiene certificates and level 2 health and safety certificates; that staff have safeguarding training that is updated every 3 years; that appropriate vetting checks are carried out (such as right to work in UK checks, enhanced Disclosure and Barring checks, minimum 2 references one of which must be last employer/trainer, qualification checks) and that staff are competent to undertake the care of your child (such as full induction, staff observations/appraisals/supervisions).
- 12.10 We will only allow those individuals listed on the authorised consent form to collect children from our service. If you wish to give one-off permission for somebody else to collect your child from us we need to receive this in writing, with the full name of the person collecting your child and they will need to bring along photographic ID when collecting your child.
- 12.11 We have panic alarms located in each setting that are directly connected to University security. All staff are trained in the use of these.
- 12.12 We use a biometric entry system for each establishment. Where you use this system to enter and leave our premises, it is important that you do not let anybody follow you into the service. Where this occurs please let a staff member know immediately so that we can take the appropriate action to keep children safe.
- 12.13 We have CCTV installed in each of our settings. These do not cover areas such as bathrooms, offices and staff rooms however do cover children's rooms, hallways and outdoor play areas. These are not connected to the internet and recording happens on a local basis only.
- 12.14 Safeguarding: We have a statutory duty to report to the relevant authorities any concerns we have that your child has suffered any form of abuse. In most circumstances we will inform you when we are making a referral however in some circumstances it may not be appropriate to inform you immediately. Please see the safeguarding policy for further details.

12.15 Serious accidents: We have a statutory duty to notify Ofsted and in some cases, the local authority, of any serious accidents that occur whilst a child is in our care. Please see the accident policy for full details.

13. Policies and Procedures

13.1 We have a large number of comprehensive policies and procedures, a copy of which can be found in the entrance foyer to each setting and within each child's room. You may request a copy of any policy and procedure by emailing us. The key policies and procedures are listed at the end of this contract.

14. Complaints and Concerns

14.1 Where you have a complaint about any aspect of our service, please discuss this with the persons involved. If, following this discussion, you remain dissatisfied, please put your complaint in writing to the Childcare Services Manager, University of Nottingham Day Nursery, University Park, Nottingham, NG7 2RD or send by email to sue.mellors@nottingham.ac.uk. If you still remain dissatisfied you can put your complaint in writing to the Head of Student Welfare or email claire.thompson@nottingham.ac.uk. You can request a full copy of our complaints procedure by emailing childcareservices@nottingham.ac.uk

15. Examples of Policies and Procedures

15.1 You can request a full list of our policies and procedures and a copy of any specific policy and procedure by emailing childcareservices@nottingham.ac.uk

15.2 Key policies include but are not limited to:

- Administration of medication
- Childhood Illnesses
- Accidents
- Equality of opportunity
- Curriculum
- Outings
- Swimming
- Safeguarding
- Special Educational Needs and Disability
- Guidance on feeding young children
- Guidance on children with English as an additional language
- Allergies, food intolerances and special diets
- CCTV
- Complaints
- Data Protection
- Drop off and collection of Children
- Dress Code for Children
- Keyworking

- Safety Policy and Safety Plan
- Behaviour Management
- Biometric Door Entry
- Staff Conduct, Dress Code and Infection Control Measures
- Complaints

All University of Nottingham Policies and procedures apply.

16. Data Protection

All information held will be maintained in accordance with the Data Protection Act 1998 and childcare regulations. Information and supporting documentation supplied by you and gathered by Childcare Services staff will be treated confidentially and maintained in accordance with the provisions of the Data Protection Act 1998. This information is used for the purpose of Childcare Services administration (for example, children's registers, diet lists, fee spreadsheets). We will not share your personal information with any third party, except with your explicit permission or as required to do so by law.

17. Your Declaration

After having read this contract carefully and having sought clarification on any matters that you do not understand, please sign the following declaration

I confirm that the information provided by me is to the best of my knowledge, complete and correct. I understand that this information may be verified and that any discrepancy may result in this contract being cancelled by the CCS Manager. I agree to abide by the terms and conditions stated in this contract.

The contract is valid from:

Name (please print)

Signature

Date (DD/MM/YYYY)

18. Our Declaration

To be completed by the Childcare Services Manager (or deputy in their absence):

We agree to abide by the terms and conditions as stated in this contract:

Name (please print):

Signature:

Position Held:

Date: