

University of Nottingham Childcare Services

Contract, Terms and Conditions

Year: August 1st 2021 to July 31st 2022

PART A

This contract is between:

1. The University of Nottingham of University Park, Nottingham, NG7 2RD

And

2. (parent name) of (address and post code)

1. The terms and conditions in Part B apply to this contract. Please read them carefully and do not hesitate to contact us if you have any queries or would like further clarification

2.

Name of child & date of birth	Name: Date of birth (dd/mm/yyyy):				
Attendance ¹ Am: 8am – 1pm Pm: 1pm – 6pm	Mon	Tues	Wed	Thurs	Fri
	Am <input type="checkbox"/>	Am <input type="checkbox"/>	Am <input type="checkbox"/>	Am <input type="checkbox"/>	Am <input type="checkbox"/>
	Pm <input type="checkbox"/>	Pm <input type="checkbox"/>	Pm <input type="checkbox"/>	Pm <input type="checkbox"/>	Pm <input type="checkbox"/>
Contract valid from-to:					
Current Fees (revised 1 st August each year)	Fee rate used: Charge per session: £ Total fees due for year: £ Averaged monthly payment: £ Number of payments remaining in current year:				
Payments:	First payment due: Following payments due: Final payment due:				
Free Education Hours	Number of free education hours allocated for: Term 1 (Autumn, Sept – Dec): Term 2 (Spring, Jan - March): Term 3 (Summer, April - Aug): Total hours for year Sept 1 st to August 31 st : Please provide 11 digit eligibility code if entitled to 30 hours free education: Please provide your National Insurance number if entitled to 30 hours free education:				

¹ Please see section 7.21 for variations that may occur

Payment Method (please tick those that apply)	Standing order / bank transfer <input type="checkbox"/> Childcare Voucher <input type="checkbox"/> Nursery Tax Scheme (UoN) <input type="checkbox"/> Deduction from payroll <input type="checkbox"/> Government tax free childcare <input type="checkbox"/> Other (please specify): Please note: we do not accept cash or card payments
Late collection Fees	For each child: £5 for every 15 minutes or part thereof you are late in collecting your child. The fee increases to £10 for every 15 minutes or part thereof following 3 late collections.
Notice required to terminate this contract	A minimum of one month (28 days) notice is required. The notice period starts the first operating day following receipt of written notice, whether it is you or us who wishes the child to stop attending. Written notice is required. Emails are acceptable as written notice. Emails must be sent by the person named on this contract, to: childcareservices@nottingham.ac.uk
Termination of employment / study at the University of Nottingham	If you cease to be a full-time registered student at the University of Nottingham or you cease employment at the University of Nottingham, you may no longer be able to use our services.

3. The Child's details: (you will be issued a separate contract for each child who attends our services)

First Name(s) (in full) Preferred name for day to day use if different from above	
Surname (in full)	
Date of Birth (DD/MM/YYYY)	
Ethnic Origin	
Religion	
First Language	
Address & Post Code	

4. Parental responsibility details:

To be completed by the staff member / student at the University of Nottingham:	
Preferred 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 Part A (iv) 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 <input type="checkbox"/> No <input type="checkbox"/>
If no to the above question, please state your relationship to the child	

5. Other person(s) with parental responsibility:
(Continue on a separate sheet if necessary, please sign and date each additional sheet)

Preferred 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 Part A (iv) 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 (iv) above?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no to the above question, please state your relationship to the child	

6. Please ensure you have read the terms and conditions below before signing this document. Please contact us before signing the document if there is anything you do not understand.

Signed on behalf of University of Nottingham	Name: Position: Date:
Parent Signature <i>(The staff member / student at the UoN)</i>	Name: Date:

PART B – TERMS AND CONDITIONS

1. Definitions

1.1 The definitions below apply in these terms and conditions.

'Child'	the child named In Part A;
'You' or 'Your'	the person who purchases services from Us;
'Services'	the services of a daycare nursery during the days / part days indicated in Part A (excluding Bank & Public Holidays, University Closure Days and 2 Childcare Services Inset days per annum), together with any other services which we provide, or agree to provide, to You;
'Us', 'We' or 'Our'	the nursery operated by the University of Nottingham named in Part A

1.2 A reference to **writing** or **written** includes emails however; these must be from your email address.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the contract

2.1 A contract for the Services will be formed between You and Us once You have given Us, and where appropriate, returned signed and fully completed the following:

- 2.1.1 A Childcare Services Contract (this contract, renewed annually)
- 2.1.2 An Allergies & Special diets form (at the time of the Child's admission and wherever there are changes required to this form)
- 2.1.3 A consent form (at the time of the Child's admission and wherever You wish to make changes to this form)
- 2.1.4 A non-refundable one-off registration fee of £35.00 at the time of reserving the Child's place with us)
- 2.1.5 The first averaged months fees as specified in the offer email sent to You (exception applies, see footnote).

And in addition, We have confirmed your Child's place to You, in writing.

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 Our prospectus
- 2.2.2 Our unit booklets
- 2.2.3 Childcare Services Policy and Procedure Guide (located in reception areas of the Day Nursery and Playcentre). You can request a copy of any policies and procedures by emailing childcareservices@nottingham.ac.uk
- 2.2.4 A policy issued to You by Us
- 2.2.5 A letter signed by both You and Us

2.3 In the case of any inconsistency as between any of the provisions of these terms and conditions and the terms contained in documents referred to in these terms and conditions, these terms and conditions will prevail.

3. Duration of the contract

3.1 The contract shall last for the period specified in Part A to this contract or until You or We terminate it, by giving to the other, in writing, at least one months' written notice. 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. However, the contract can, in some circumstances be terminated immediately under clause 18. We will issue a new contract and Terms and Conditions annually.

- 3.2 A new contract is issued annually and where You do not return the new contract to Us by the specified date on the Contract Renew email, sent to You by Us, the Child's place will cease from the end of this contract.
- 3.3 We will terminate the contract with Us if you cease to be a staff member (employed by the University of Nottingham on a permanent / fixed term contract of employment) or cease to be a student (full time registered, includes one year writing up period for PhD students) at the University of Nottingham. (see 3.4 below)
- 3.4 On occasion, vacancies permitting, a place may be a 'community place'. Where this applies, a new contract will be required for the 'community place' and any stipulations about the length of the new contract will be specified in the new contract.
- 3.5 You are liable for the fee during the notice period. When We receive your written notice to withdraw your Child from our Services, We will recalculate the fees due up to and including Your last contracted day and will notify You of any balance or refund that is due.

4. Suspension of the Services

- 4.1 The Services may be suspended (meaning the Child is temporarily not able to attend the Service) in the circumstances set out in our Business Continuity Plan or in the circumstances set out in these Terms. Wherever possible We will look to Our other setting (the University of Nottingham Day Nursery or Playcentre as applicable) to continue to offer the Service to You during the disruption wherever Early Years Foundation Stage statutory requirements can be met (for example, adhering to floor space requirements for the number of children) and/or where gov.uk guidance allows.

Where any Service has to be withdrawn for reasons beyond Our control, fees will remain payable from the time the Service is withdrawn and for the first full day following this where We cannot accommodate your Child in our Services. Where We cannot reopen the Services on the second full operating day, We will not charge You fees for the remaining time that the Services are withdrawn. Where fees have been paid in advance, We will either refund You the overpayment or email You to ask You to reduce fee payment for the following month by the corresponding amount of overpayment.

- 4.2 Short-term closure could be because of severe weather conditions, loss of power (for an extended time), loss of access to water or flooding, 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.
- 4.3 Medium to long-term closure or limits on access to our Services (such as restrictions on hours of attendance or category of persons who can attend) could be due to epidemics or pandemics, government actions, orders or directions requiring us to close or other significant events beyond our control, whereby We are required to close or limit our Services by the University, statutory or regulatory agencies or where We have to adjust services to maintain the health, safety and well-being of staff and children.
- 4.4 Staff members in the University of Nottingham Tax Scheme: In the scheme staff take a reduced salary and receive nursery places at no cost. The amount of pay that is subject to tax and National Insurance is reduced, with a resultant increase in Your

disposable income. For short-term closures, We are therefore unable to refund any fees. However where medium to long-term closures or limits are placed on Our Services to adhere to University, statutory or regulatory agency requirements, We will notify the University of Nottingham benefits team so that any reduced salary is stopped from the next possible payroll, subject to the payroll run cut off dates. In such circumstances fees would be recalculated in accordance with 4.2 above, and where there is an 'overpayment' of fees through the tax scheme, fees in the remainder of the year (up to July 31st) will be adjusted accordingly. Please note We are unable to refund any overpayments made in the tax scheme and these cannot be carried forward from one University of Nottingham financial year (August 1st to July 31st) to the next.

5. Our Obligations

5.1 We will use all reasonable efforts to provide the Services to You, in accordance with all material respects, with Terms and Conditions, and any other documents referred to in 2.2 above. There may be occasions when We are unable to offer all services as described due to statutory or regulatory agency requirements (for example, during nationally declared pandemics, suspending extra curriculum activities such as swimming / French Lessons / outings). We will keep You fully informed of any such changes. Where We have received additional fees from You for extra-curricular services that We are unable to deliver, a refund will be made to You by Us.

5.2 We welcome staff and children from many different backgrounds, countries, ethnic groups and religious groups. Human rights and freedoms are respected and We will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to all children, including those who have disabilities. We will comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, We can cater adequately.

5.3 There are some needs, largely due to physical constraints of Our Services that We would be unable to meet. Examples would include:

- The Playcentre is a two storey building with 3-5 year olds accommodated on the first floor. The Playcentre does not have access to an internal lift & a stair lift would be unsuitable. The Playcentre is therefore not appropriate for children 3 years of age and over or staff with significant mobility issues
- Main kitchens in both settings are small and therefore we cannot separate milk / meat preparation / cooking areas and therefore cannot offer a full kosher food service.

5.4 If We determine, in Our sole discretion after appropriate and reasonable analysis, that reasonable adjustments cannot be made for a Child, and as such, we cannot continue to adequately provide for that Child (or admit them as the case may be), then we shall be permitted to request that You withdraw the Child without being charged fees in lieu of notice.

6. Your Obligations

6.1 You shall:

- 6.1.1 Co-operate with Us;
- 6.1.2 Provide to Us such information We may reasonably require about the Child including;
 - Any known medical condition, health problem, allergy, or dietary requirements (either diagnosed or due to religious requirements)
 - Any prescribed medication that the Child is on
 - Any lack of any vaccination which the Child would ordinarily have by their age
 - Any family circumstances or court orders affecting the Child

- Any concerns about the Child's safety (including the submission of a 'previous injury or incident' form detailing any accidents/ injuries your Child sustains outside of the nursery)
- 6.1.3 Provide to Us such information We may reasonably require about yourself to enable Us to carry out our duty of care to the Child, including;
- Your contact details
 - Details of those persons whom You authorise to collect the Child from Our setting
 - Details of those persons whom We may contact in the event of an emergency should We be unable to make immediate contact with You or any other person named in this contract who has parental responsibility for the Child

6.2 You must ensure that the details above are accurate and keep these details up-to-date, by promptly informing Us in writing whenever they change.

6.3 If Our performance of Our obligations under the contract is prevented or delayed by anything You do, or fail to do, We shall not be liable.

6.4 Any arrangements made between You and employees of Our service for any out of hours services (for example, babysitting), are private arrangements and We will have no liability for anything that occurs outside of Our contracted Services to You. We will not participate in any such arrangements.

7. Charges and Payment

7.1 You shall pay the charges as set out in Part A or in accordance with clause 19.

7.2 Where the Child is unable to attend but our Service remains available, full charges will be due.

7.3 We will not charge for Bank Holidays, University Day closures or staff training days (8 Bank Holidays, 5 University Days and 2 inset days)

7.4 VAT is not charged on nursery fees, as nursery provision is an exempt supply for VAT purposes.

7.5 **Fee Rates:** The charges quoted are per Child, per session and include meals offered during the Child's session. Fee rates vary according to whether You are a staff member of the University or student, whether your Child is full time (five full days per week) or part-time and whether they are under 3 years of age or 3 years of age and over. Section A specifies what rates You have been charged and for what period. You will also be issued a 'Fee Spreadsheet' showing weekly calculations of fees for the year. Should Your status or sessions change during the year a new contract and fee spreadsheet will be issued.

7.6 **Fee Increases:** Fees are revised 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 are in Childcare Services Fee Booklet. A copy of this is sent to You when you book a child into our Services and when new contracts are circulated annually and can be downloaded from our website www.nottingham.ac.uk/child-care/ .

7.7 **Fees payable:** Fees are payable for booked sessions (calculated full sessions). With the exception of free education hours, (see section 8) We do not offer bookable hours. Full fees remain payable during any notice period.

7.8 **Fee payment dates:** Fees are due in advance and payable by standing order, childcare vouchers, government voucher scheme and/or deduction from payroll. We do

not accept cash payments or card payments. The average monthly fee is due by the end of the month that precedes the month to which the payment relates. 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 Nursery Tax Scheme.

- 7.9 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 in Part A of this Contract and complete a deduction from payroll form. This authorises Us to send to share details of Your fees to the payroll team so that the appropriate calculations are 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 and to submit a deduction from payroll form (see above).
- 7.10 Nursery Tax Scheme Recalculations:** Whilst You are not able to reduce sessions during the year whilst in the tax scheme, You may increase your sessions. Where a Nursery Tax Scheme recalculation is required a one-off administration charge of £25 is made payable by You to Us by bank transfer.
- 7.11 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, non-refundable and non-transferable should your Child not attend on that session.
- 7.12 Late collection / early drop off:** Charges are £5.00 per child per 15 minutes or part thereof. After three 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 £5.00. After three late collections, this fee will increase to double the relevant rate (£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.
- 7.13 Fee Arrears:** It is important that You discuss with Us any difficulties You are experiencing in paying your childcare fees. Where fees fall into 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.

- 7.14 **Included in fees:** Fees cover the childcare service and all meals / snacks offered during the sessions your Child attends with the exception of free education hours where You have chosen to provide the foodstuffs for your Child. Meal times vary according to the age of children in a unit. Meals included are: Breakfast; Snack (am / pm); Lunch; Tea
- 7.15 **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 (breast 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 participate.
- 7.16 **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. We will verify your student status on the University system. 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.
- 7.17 **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.
- 7.18 **Change of Status for staff and students:** Where a student becomes a staff member of the University of Nottingham 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 provide Your student registration number to enable Us to assess Your eligibility for the student fee rate.
- 7.19 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.
- 7.20 **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 contract.
- 7.21 **Continuity planning:** Where the Service has to change due to circumstances beyond Our control and where full session hours cannot be offered, fees per session will remain payable as these are 'session' rates and not hourly rates.

8. Free Education Hours

- 8.1 Children are eligible for up to 570 hours per annum free education from the term following their third birthday (Universal Entitlement). 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 eligibility criteria (Extended Entitlement). Your Child's free hours can be spread over the full year that We are open (called a 'stretched offer').
- 8.2 You may choose to use Your free education hours between 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). You cannot exceed the number of free education hours We can claim per term unless this applies to a stretched offer.
- 8.3 You do not have to purchase any additional & sundry services in order to access free education referred to in clause 8.1. No meals or snacks are included in the free hours however, You can still purchase these from Us. Where You do not wish to purchase the additional services You will need to provide the relevant meals / snacks 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 and We do not reheat foodstuffs provided. 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.
- 8.4 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 hours' 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.
- 8.5 It is Your responsibility to let Us know if you are claiming free education hours at another service. Where the local education authority does not reimburse Us 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.
- 8.6 Access to free education hours is subject to availability of sessions in our service.
- 8.7 Free education hours are detailed in Section A of this 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 Child's free education place may be withdrawn. This is at the discretion of the Childcare Services Manager.
- 8.8 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 Department for Education 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 Us for any sessions accessed or booked, including the 28-day notice period, at the full staff rate at that time.

8.9 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 Government's online Childcare Service. You will be given an eligibility code to provide to Us (child's unique 11-digit number) and You will 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.

8.10 You are required by the Department for Education to confirm Your on-going eligibility for the additional free hours and will be prompted to do this every 3 months by the Department for Education. 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 Us the full staff fee rate applicable at that time in order for your Child's place to continue with Us. Likewise, if funding has been withdrawn and your Child has been attending during that time You will be liable for the full fees due for sessions booked at the full staff rate applicable at that time.

9. Increasing or Reducing Sessions

9.1 You are required to give Us one month's written notice of an increase or reduction in the number of sessions You require. Your request is subject to the availability of the sessions You require and We cannot guarantee availability of sessions where a change is requested.

10. Welfare of the Child

10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide services that are to at least the standard required by law and aim for a much higher standard.

10.2 We will respect the Child's human rights and freedoms, which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.

10.3 You consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching, instruction, care and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.

11. Health and Medical Matters

11.1 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 three cases or more) within a specific room we will contact Public Health England and act upon any advice received.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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. Food/dietary requirements

12.1 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 is kept under review and plans for your Child updated accordingly.

12.2 We use the Nutmeg menu planner, recipe analyser and allergens programmes to ensure the foodstuffs we offer are nutritionally balanced. You will be sent a copy of all menus and can request copies of recipes by emailing childcareservices@nottingham.ac.uk

12.3 When your Child starts our service, you will be sent our policy and guidance 'Feeding Young children'.

13. Special Educational Needs / Disability

13.1 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. 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 specified ratio 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 You and the local authority to identify a provider who is able to provide a service for your Child.

14. Biometric Entry/Exit system

14.1 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. Please ensure that when leaving the establishment that no child exits with you unless it is your Child.

16. CCTV

16.1 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.

17. Safeguarding

17.1 We have a statutory duty to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary We may do so without Your consent and/or without informing You.

18. Limitation of liability

18.1 This clause sets out Our (and our employees', agents', consultants' and any subcontractors') liability to You in respect of the contract (including any breach of it, any statement We make to You about it, our termination of it).

18.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

18.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.

18.4 We shall not be liable for:

18.4.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery

18.4.2 Loss of any profits, or consequential loss; or any other indirect loss; and

18.5 Subject always to clause 18.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

19. Data protection

19.1 The Childcare Services consent form provides you the right to choose for the Child specific permissions for us taking photographs of the Child, including your Child in photographs on I-connect with other children, outings and medical consents. You can change this at any time by requesting a new consent form however please note that We will not be able to respond retrospectively to previous consents provided.

19.2 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice. We will provide You with a copy of our privacy notice when your Child joins our service. This is also downloadable from our website:

www.nottingham.ac.uk/child-care/

20. Security

20.1 Parents are welcome to visit the nursery, but We reserve the right not to admit anyone without prior notification. It is Your responsibility to ensure that We are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who is not on the authorised collection list or where We have not been notified, in writing, in advance that the person is authorised to collect the Child. In exceptional circumstances, We may accept a telephone call to notify Us that another person will be collecting your Child, subject to Us being able to verify the identity of the person making the call that has to be a person with parental responsibility named in Section A of this contract.

21. Complaints or concerns

21.1 Please address any complaint or concern to the Senior Early Years practitioner in the unit that your Child attends, in the first instance.

21.2 If the matter is not resolved within a reasonable period, please refer to the Deputy Childcare Services Manager in the setting your Child attends.

21.3 If You remain dissatisfied, please put Your complaint or concern in writing to the Childcare Services manager

21.4 If You remain dissatisfied, You can complain to the Campus Life Director.

21.4 You can request a copy of Our complaints procedure at any time by emailing: childcareservices@nottingham.ac.uk

21.5 We welcome all feedback on our Services. Please direct these to the Childcare Services Manager.

22. Termination for breach of contract, or bankruptcy/insolvency

22.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

22.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 10 days or more

22.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

22.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts or is deemed either unable to pay its debts or as having no reasonable

prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986

22.2 On termination of the contract for any reason:

22.2.1 You shall immediately pay all of the outstanding fees due up to and including the final day of the notice period as detailed in section 7

22.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force

23. Events that are beyond our control

23.1 If any event beyond Our reasonable control (e.g. a fire, flood, epidemic or pandemic outbreak, strike, civil action, act of terrorism, war etc.) occurs, we may close the Services without liability to You and We will not charge You for the fees for the time the nursery is closed with the exception included in section 4 of these Terms and Conditions. We will keep You informed in such an event.

23.2 We will not charge a retainer of Your regular monthly fee to secure your Child's place. However once the service re-opens full fees will be payable, whether or not your Child attends.

24. Invalid clauses

24.1 If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

25. Changes to these terms and conditions

25.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting Us.

25.2 We may change any other terms with express written agreement from You.

25.3 We will review the contract annually and any changes will be agreed in writing and signed by each party.

26. No other terms

26.1 Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud can be established.

27. Assignment

27.1 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

28. Rights of third parties

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

29. Governing law and jurisdiction

29.1 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.