

This document is an agreement between the nursery and the parent. The nursery is M & L Porter Ltd T/A Sale Private Day Nursery 'SPDN'. The term 'parent' refers primarily to the person or persons who are legally responsible for the child in respect of whom an application has been made for a place with the nursery. By completing and submitting this form, you apply to receive childcare services from SPDN based on the information provided to you and in agreement with the terms and conditions below. This agreement begins once Sale Private Day Nursery has confirmed allocation to your child's place. This confirmation will be in writing and will follow careful consideration of the application.

1. Registration and Start date.

The parent should fill out the appropriate application form and enclose the required items. A place cannot be guaranteed until relevant monies have been paid and forms returned to us. SPDN will acknowledge receipt of these items and confirm in writing whether the application has been accepted.

Parents should give SPDN the best guess start date when registering a child our setting. The estimated start date may be changed by the parent once, with one month's prior notice in writing. Where further changes to the start date are made by the parent, one month's fees will be payable.

2. Administration Fee

There is a one-off administration fee of £100.00 per child on registration with the nursery. The administration fee is payable in advance by debit card, bank transfer or cash. The administration fee is non-refundable and non-transferable.

3. Variation and Amendment

Parents must give no less than 4 weeks written notice of any reduction in the contracted services. Where less than 4 weeks' notice is given, SPDN reserves the right to charge in full for the contracted services in place up to the date on which the 4-week notice would have expired, had it been given. The nursery may in its absolute discretion change any of its terms and conditions, upon giving the parent not less than 4 weeks' notice, unless required to amend sooner by new or amended legislation. Increases to sessions or other permanent changes to sessions must be requested in writing and subject to availability. Changes from a term-time only place to an all-year-around place or vice versa must be requested in writing and must be followed for 12 months at a time. Sessions are fixed and cannot be swapped.

4. Opening hours and collection on your child

The nursery hours are 7:30 – 18:00 Monday to Friday. SPDN is closed on bank holidays, and close early Christmas Eve. Only the parents or authorised contacts over the age of 18 may collect your child. If you are late collecting your child after their session finishes you may be charged a late pick-up fee.

5. Payment of fees

SPDN offer full and part time places with a minimum of 4 sessions (or equal to 2 full days) per week for an all-year round place. We offer term time only places subject to a minimum weekly attendance of 6 sessions (or equal to 3 full days) per week following the term dates of our catchment school only, Lime Tree Primary Academy, M33 2RP. These fees are calculated at a minimum of 39 weeks per year with a maximum of 5 inset days included. Fees are payable throughout the year, including bank holidays and child absences. Fees are payable in advance on the first of the month.

Parents will receive an invoice on the child's start date. The amount due must be settled in full for the month or paid weekly prior to your child's attendance.

Standard sessions will be charged at a fixed monthly rate based on normal weekly attendance. Extra sessions and added charges are invoiced when the session takes place or in advance. The amount due should be settled in full before the extra session takes place.

Fees do not include consumables, such as nappies or formula milk. Unpaid fees will attract a late payment charge of £10.00 per calendar day until full payment has been received. Children who are collected after their session ends will be charged at £10.00 per child for up to every 15 minutes you are late collecting your child. Children who are entitled to government funding will be charged a supplementary fee to cover the costs of consumables, meals, and extra-curricular activities.

Fees are subject to increase, although you will be given 3 months' notice of this. A discount of 10% is applied to your second child attending the setting on the same sessions as their sibling.

6. Absence

Parents remain liable for payment of fees and will not be entitled to any refund or credit to fees, in the event of any period of child absence, for any reason, including but not limited to illness, holidays, temporary exclusion from the nursery for any reason. Alternative sessions cannot be issued in the event of any period of child absence.

Parents should contact the nursery as soon as possible to inform the nursery of their child's absence. SPDN have a duty to inform the Local Authority in the event of prolonged unexplained absence and Local Authority funding may be affected.

7. Illness

In order to prevent cross-infection and to ensure the children are cared for appropriately, a child who is unwell must not be brought into nursery. SPDN reserve the right, in line with its Illness, Injury and Infection Control Policy (and in its absolute discretion), to refuse admission to the premises until we are satisfied that there is no risk of cross infection, and that the child is well enough to be in nursery.

If a child becomes unwell during the nursery day, the parent must arrange for the child to be collected from nursery, as soon as possible on notification from the nursery. In the event that a parent refuses to collect their child following notification by the nursery, clause 9 may apply. In the event of a medical emergency, SPDN will administer emergency first aid if necessary and alert emergency services, allowing them to administer emergency care as they see fit. Every attempt will be made to contact parents in these circumstances, but priority will be given to ensuring the well-being of the child.

8. Termination of Contract

This contract can be terminated by either party, giving not less than 4 weeks' written notice. Full fees will be payable for the 4-week period of notice, regardless of child attendance or absence or the reason for termination of contract.

9. Exceptions to admission and Continued Registration

The nursery reserves absolutely the right to refuse registration of a place in the nursery or to withdraw a registered place on a permanent or temporary basis, for any of the following reasons:

- Unpaid childcare fees. If a payment is missed for any reason, the parent will be notified and given 5 working days to settle the account. If these 5 days pass without payment, we reserve the right to withdraw the place immediately and pass it on to the next family in the waiting list.
- where care of a particular or specialist type is either required by the child or requested by the parent/ guardian and the nursery is unable to provide same or provision by the nursery is an unreasonable request or the parent/guardian refuses consent to the provision of same by the nursery;
- the presence or actions of the parent/guardian or child are detrimental/potentially detrimental to the health, safety or well-being of the child; any other child at the nursery or any employee of SPDN;
- the parent/guardian is in breach of the SPDN policies,
- unexplained absence of 3 weeks or more.

10. Non-Solicitation of Team

You agree to pay a fee if a Nursery staff member leaves or reduces their hours to work in order to work for you. This fee is the sum equal to 2 month's salary of said employee. Parents using SPDN staff for babysitting services outside their working hours, do so according to their own contracts and agreements with the staff members so engaged. SPDN do not sanction these arrangements and will not be held liable for any loss or damages incurred as a result of such arrangements.

11. Limitation of Liability

Child and parent personal property is brought into nursery at the sole risk of the parent.

All vehicles and contents are left at the owner's risk.

SPDN will not be in breach of these terms and conditions or otherwise liable in any way, due to circumstances in which performance of contracted services becomes (permanently or temporarily) commercially impracticable, inadvisable, unlawful or impossible. Examples include, but are not limited to, pandemic; disease or infection; economic recession; flood; fire; acts or threats of terrorism or other forms of violence; war; 'acts of god'; industrial action; critical incident or extreme weather.

The term 'parent' in this clause 15 extends to persons to whom the parenting role is delegated by the parent, such as family members or friends collecting their child from nursery or used as an emergency contact.

12. General Nursery Obligations

To provide childcare services and facilities agreed with the parent and to work with the parent, giving due consideration to reasonable requests.

To adhere to the Statutory Framework for the Early Years Foundation Stage (EYFS) as well as all associated legislation. This includes requirements for child learning and development, as well as safeguarding and welfare. To employ suitable people, as defined in the EYFS. The nursery is also committed to ongoing staff development and training. To work in partnership with parents, providing regular updates.

13. General Parent Obligations

To provide the nursery with all relevant health, dietary and care requirements, notifying the nursery of any changes in condition, medication and needs. Notification of care needs should be in writing.

To provide the nursery with up-to-date parent contact details and emergency contact details, making all emergency contacts aware of the password required should they be contacted or admitted to the nursery.

To provide the nursery with details of any court orders, custodial arrangements or care arrangements affecting their child/ren. It may be necessary for SPDN to see a copy of any documents enforcing these arrangements.

To carefully read and consider permissions found on The Child Information Form, which informs the nursery about parent wishes regarding many aspects of care, including (but not limited to) outings, application of sunscreen, unexpected medications.

To download and use our App to receive important and general information.

14. Data Protection

The nursery processes personal data, including sensitive data. SPDN is registered with the ICO and complies with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018.

For full details on how the nursery meets its GDPR obligations, please request our Data Protection and Privacy Policy.



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