

PARENT CONTRACT AND TERMS AND CONDITIONS DOCUMENT

1. Definitions

1.1 The definitions below apply in these terms and conditions.

“Application Form”	an application form for one of our Services, completed by You on our website www.greenwaynurseryandrainbowclub.com and confirmed by Us via email.
“Child”	the child or children who are named in the Application Form;
“You” or “The Client”	the person, firm or company who purchases Services from Us, identified on the Application Form as Parent / Carer 1;
“Services”	the Services of a Daycare Nursery or Wrap-Around Childcare during the sessions indicated in the Application Form (excluding bank and public and school holidays and any INSET days as indicated by the Setting Calendar published annually) together with any other Services which we provide, or agree to provide, to You.
“Setting”	the location in which we provide Nursery or Wrap-Around Care Services (Greenway Nursery School, Rainbow Club, Rustington Funstars or Littlehampton Beachstars);
“Us”	GNRC Limited; operating as Greenway Nursery School, Rainbow Club, Rustington Funstars or Littlehampton Beachstars;
“GNRC Account”	an account within QuickBooks used to track Your invoices, payments, credits and Services. An individual sub-account is opened for each child, with the older sibling’s sub-account being used to record all of Your transactions. GNRC Accounts are assigned to a Setting (GNS, RC, FS or BS);

1.2 A reference to **writing** or **written** includes email.

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 a digitally signed, fully completed, Application Form and we have confirmed to You via Email that Your application for a place has been successful.

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 A handbook or welcome pack issued to You by Us, including by a link to our website sent to You by email.
 - 2.2.2 A policy issued to You by Us, including via emailed link to our website
 - 2.2.3 A letter that is signed by both You and Us (including an email generated by Us to which You respond clearly indicating Your agreement)
- 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 4 term time weeks' notice. However, the contract can, in some circumstances be terminated immediately under clause 18.
- 3.2 The contract shall terminate by default on the last day of the last school term (per West Sussex County Council's published term dates) in which Your child is eligible to use the Services applied for in the Application Form. Specifically: the end of the Summer Term immediately before the child starts Primary School for Nursery Services; or the end of the Summer Term immediately before the child starts Secondary School for Wrap-Around Care Services.
- 3.3 You are liable for the fee during the notice period. If You fail to give proper notice You will be charged fees for the duration of the notice period.
- 3.4 Your GNRC Account will be closed upon the termination of the contract, including reimbursement of any credit balance via correct channels.

4. Suspension of the Services

The Services may be suspended (meaning the Child is temporarily not able to attend the Setting) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19.

5. Our Obligations

- 5.1 We will use all reasonable efforts to provide the Services to You, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.
- 5.2 We welcome staff and children from many different backgrounds and ethnic 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 children who have disabilities and to 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 for adequately.

5.3 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 as we may reasonably require about

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known learning or medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the Child;

6.1.2.1.5 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of Your authorised persons who may collect the Child.

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

6.2.1 As regards to arrivals and departure of a child, please refer to the Setting's Arrivals and Departures Policy. This is available on our website, or You can ask for a copy of it if necessary.

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 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

7. Charges and payment

7.1 You shall pay the charges for sessions as set out in the Application Form (as agreed and advised by invoice) 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 and/or INSET days (Holiday Clubs will be charged separately where available).
- 7.4 VAT is not charged on Nursery or Wrap-Around fees (Childcare provision is an exempt supply for VAT purposes).
- 7.5 The quoted charges are per Child, per session and will be applied according to the schedule indicated on the application form.
- 7.5.1 Schedules may be amended on a permanent basis from the beginning of each term (subject to 4 weeks' notice), with fees recalculated using the quoted sessional charges applied to the revised attendance pattern.
- 7.6 Extra Sessions will be charged for (at the ruling rate) and must be booked and paid for at least 24 hours in advance and will not benefit from discounts.
- 7.7 The charges must be paid Termly in advance, by the end of the second full week of term unless a Monthly payment plan has been specifically requested and agreed to in writing.
- 7.7.1 Monthly Payment Plans are not available for invoices of less than £150.
- 7.7.2 Monthly Payment Plans must be paid on 5th of the relevant month.
- 7.7.3 Monthly Payment Plans consist of the Termly Invoice divided into the number of monthly payments applicable for the term (see 7.7.4)
- 7.7.4 Autumn Term invoices are split into 4 payments on 5th September, October November and December. Spring Term invoices are split into 3 payments on 5th January, February and March. Summer Term invoices are split into 4 payments on 5th April, May, June and July. No monthly payments are scheduled for August.
- 7.7.5 An 'Estimate' will be sent each term showing the total cost calculation, followed by separate invoices for the specific monthly payments to be made.
- 7.7.6 The 5th of each month has been selected as the due date to allow for Clients who get paid at the end of the month. Funds should be reserved accordingly to make payments on the 5th of the following month.
- 7.8 All payments must normally be made by BACS transfer or childcare vouchers. We may, in exceptional circumstances and by prior agreement, agree to payment by cash, cheque or major credit/debit card, but it is Your responsibility to obtain a receipt from the Setting Manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque is not honoured, or payment fails, we may charge a reasonable administration fee (currently £10).
- 7.9 We may increase our charges once per academic year. We will give You written notice of any such increase at least one month before the proposed date of increase.

7.10 Without restricting any other legal right that we may have, if You fail to pay Us on time, we may:

7.10.1 Make an interest charge of up to 1.5% per cent per month or part month on late payment (this is included in clause 18.2.2). Unless otherwise notified to You in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us the interest together with the overdue amount. In addition 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. and

7.10.2 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

7.10.2.1 Efforts will be made to avoid terminating the contract, ending privately funded sessions in the first instance where the child is in receipt of Free Entitlement Nursery sessions. Without prejudicing clauses 7.10.2 and 18.1, an attendance pattern will be offered which allows for all or part of the child's Universal Free Entitlement to be utilised.

7.11 If You owe Us any money, and make a claim against Us, we may offset what You owe Us against what You are claiming from Us.

8. Reducing sessions

You are required to give Us 4 weeks written notice of a reduction in the number of sessions You require.

9. Free nursery education

9.1 If You wish to take up Your free nursery education, You are required to complete and sign a Parental Declaration form, detailing how and when You will take up the free sessions. The Parent Declaration form can be found by following the link on this page: <https://www.westsussex.gov.uk/business-and-consumers/information-for-childcare-providers/business-support/providing-free-childcare-for-2-3-and-4-year-olds/>

9.1.1 Universal Free Entitlement and Extended Free Entitlement (30 hours) can be taken in 3-hour blocks, from 09:00 – 12:00 and 12:30 – 15:30 each weekday. All other nursery care is charged in sessions based on a flat rate, currently £6.80 per hour.

9.1.2 All Free Entitlement sessions are completely free at the point of access irrespective of West Sussex County Council's Provider Reimbursement Rate, without any "top-ups" or mandatory ancillary charges (except those which would fall under clause 9.2)

9.1.3 Parents should bring a completed Parental Declaration form to the Setting prior to the first day that their child attends a Free Entitlement session.

9.2 Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for additional activities provided during any free session. Currently, Greenway Nursery School does not present any such additional charges.

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 care to at least the standard required by law and often to 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 and instruction 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.

10.4 Parents of Children who are not potty trained must provide disposable nappies and wipes in a named changing bag.

10.5 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. This is available on our website or ask for a copy of it if necessary. Clause 6.1.1 applies to these approaches.

10.5.1 GNRC endeavours to support children with Behavioural, Emotional and Social Conditions in making appropriate behaviour choices. Parents of children with such conditions must discuss this with the staff team on a regular basis with a view to working in partnership to manage behaviour. The safeguarding of all children is always the highest priority, meaning behaviour, after reasonable adjustments, is considered grounds to invoke clause 5.3.

10.6 GNRC uses emergency procedures for accidents, evacuations, incidents, and allergic reactions, please refer to the individual policies and procedures available on our website or ask for a copy if necessary.

11. Health and medical matters

11.1 If the Child becomes ill during the session the Setting Manager (or nominated deputy) will first attempt to contact, You (Parent / Carer 1 and then Parent / Carer 2) as indicated on the registration form before attempting to contact Your nominated emergency contacts. You must inform Us immediately of any changes to these contact or emergency contact details. If Your Child requires urgent medical attention while under our care, we will if practicable attempt to contact You and obtain Your prior consent. However, should we be unable to contact You we shall

be authorised to make the decision on Your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless You have previously notified Us You object to blood transfusions.

11.1.1 By providing a name and contact number of a person who You nominate as an Emergency Contact, You grant that person authorisation to make decisions affecting Your Child on Your behalf. GNRC Limited will treat any such decisions made on Your behalf as being Your own decisions and will not accept liability for any consequences of these decisions.

11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the Setting until such time as the infection has cleared. A full copy of our infection control policy is available from the Setting Manager. Please refer to the illness policy for minimum periods of exclusion from the Setting.

11.3 You must notify the admin team or the Setting manager if the Child is absent from through sickness or for any other reason.

11.4 If the Child has been sent home because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours. If the illness is a communicable illness then clause 11.2 shall also apply and the Child will be unable to attend until such time as the infection has cleared.

11.5 As regards medication, and the administration of it to a Child, please refer to the Setting's Medication Policy. Please see our website or ask for a copy of it if necessary.

11.6 Please also see clause 6.1.2 on matters we need to be informed about.

12. Food/dietary requirements

12.1 We will work with You to provide suitable food for Your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise. You agree to provide Us with up-to-date details of any and all dietary requirements.

12.2 Where Your Child attends at meal or snack times, the Setting will endeavour to promote a healthy, balanced diet which is also child-friendly and most likely to be eaten. Where we provide a snack or meal, this is included in the session price. In relation to specific meals:

12.2.1 Breakfast will consist of milk or water; and cereal (Coco-pops, Weetabix, Cornflakes or Rice Krispies), toast with Jam or Marmite; and fresh fruit and yoghurt. On occasions, 'treats' such as scotch pancakes will be included.

12.2.2 After-School clubs include a light snack, provided at around 16:00. This snack consists of fresh fruit, biscuits, milk or water. The snack is sufficient to ensure Your Child has plenty of energy to play until collected for home time and an evening meal. We do not facilitate evening meals in our Settings.

12.2.3 Nursery Core Morning and Afternoon sessions include a 'snack time', which consists of a few pieces of fruit and a drink of milk (or water if milk is refused). This is a developmental session, fostering table manners and encouraging the Child to try a healthy range of fruit and vegetables, some of which are grown in our allotment.

12.2.4 Nursery Lunches consist of a lunch box provided by parents / carers containing a suitably healthy lunch. Please ensure:

12.2.4.1 No sweets or chocolate bars are included (for example, Mini-rolls are allowed as cakes, but Penguin is not disallowed as a chocolate bar)

12.2.4.2 NO NUTS OR NUT CONTAINING PRODUCTS (all of our Settings are nut-free)

12.2.4.3 All small, round items (such as grapes, cherry tomatoes, cocktail sausages, olives) are cut in half lengthways to reduce the risk of choking.

12.2.4.4 Holiday Club lunches are a shared meal, where children help themselves from ingredients laid out in the middle of the table to create their own wraps and sandwiches and salads. This is included in the session price.

12.3 No packed lunches supplied by parents will be heated up by Us.

13. Reporting of neglect or abuse

We have an obligation 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.

14. Limitation of liability

14.1 This clause sets out our (and our employees', agents', consultants' and 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).

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

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

14.4 We shall not be liable for:

- 14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. You may bring or send into our Settings;
 - 14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 14.5 Subject always to clause 14.3, 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.

15. Data protection

- 15.1 You agree that details of Your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Us in connection with the Services.
- 15.2 We may take photographs and/or videos of Your Child for promotional, educational or training purposes only. Such photos and videos may be used on our website and in our literature without any identifying information. We will usually be able to obscure Your Child's face before posting photos on our website or Facebook page. If You do not wish for Your Child to be included in such photographs or videos, please inform Us by indicating this on the registration form or by writing to the admin team.
- 15.3 Any personal data related to You or Your Child will be dealt with in accordance with our privacy notice, which can be found at <https://GNRC.co.uk>

16. Security

- 16.1 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 has not been notified as an authorised person to collect the Child on Your behalf. A password system will be maintained to support this requirement.
- 16.2 Parents are welcome to visit the Setting by appointment, but we will not admit anyone without prior arrangement.
- 16.3 Whilst we do get to know parents and carers quite quickly, You consent to answer security questions relating to Your personal and booking information to verify Your identity when collecting Your Child. Such security checks may take place at any time, particularly when new or redeployed staff are handing over.

17. Complaints and concerns

Please address any complaint or concern to the member of staff at the Setting, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the Setting manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by Us. Please see our website or ask for a copy of it if necessary.

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

18.1 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:

18.1.1 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; or

18.1.2 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

18.1.3 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 inability 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.

18.2 On termination of the contract for any reason:

18.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

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

19. Events that are beyond our control

19.1 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, for which we have business interruption insurance, we may close the Setting without liability to You and we will not charge You for the fees for the time Setting is closed. We will keep You informed, in such an event. Fees already paid will be credited to Your GNRC Account.

19.2 If the Setting is forced to close for reasons beyond the Setting's control or if it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the Setting even though our business interruption insurance will not cover Us for the closure. In these circumstances, we will charge full fees for a period of no more than 2 weeks, beyond which no charges will be made. For example, we may close because of severe weather conditions, outbreak of flu, swine flu, COVID-19, any epidemic or pandemic or other illnesses etc. Also, if the owner of the premises closes the premises and denies Us access.

19.3 Specific to Clients using Wrap-Around Care Services. Where a school is forced or chooses to close (for example, for a polling day, snow day, a Local Health Authority temporarily closing all or part of a school, a school choosing to reintroduce isolation bubbles), but the Setting can remain open for Wrap-Around Care provision, full fees

will be charged for a period of no more than 2 weeks, beyond which parents will be offered the option to hibernate their childcare arrangements.

19.3.1 Where childcare Services are hibernated, we will make all reasonable efforts to retain staff and premises to facilitate the resumption of identical childcare arrangements as soon as the disruption has ended. This resumption cannot be guaranteed, and we will not be liable for any loss or inconvenience to You caused by any delays to this resumption of arrangements.

20. Invalid clauses

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.

21. Changes to these terms and conditions

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

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

21.3 We will review the contract from time to time and any changes will be agreed by each party.

22. No other terms

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 is established.

23. Assignment

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.

24. Rights of third parties

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

25. Governing law and jurisdiction

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.