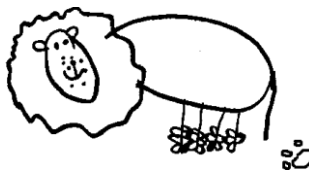


University Nursery Parents Association Childcare Agreement



These terms and conditions govern the basis on which we agree to provide childcare services to you. The University Nursery Parents Association Limited trading as Bristol University Nursery ('the Nursery') offer a definite place to the child referred to in the Child Entry Record who is to join the Nursery on the following terms. These terms and conditions relate to the contract between the Nursery and the parent/guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

1. Obligations on Bristol University Nursery

1.1 We will:

- 1.1.1 Inform you as soon as possible whether your application for a nursery place has been successful. You must confirm within one week of receiving notification that you still require a place.
- 1.1.2 Provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's nursery is closed). If we change the opening hours of the Nursery, we will give you as much notice of our decision as possible and, if necessary, work with you to agree change to your child's hours at the Nursery.
- 1.1.3 Try and accommodate any requests you may make for any additional sessions and/or reduced or extended hours of childcare at the Nursery.
- 1.1.4 Provide you with regular verbal updates as to your child's progress on request.
- 1.1.5 Notify you as soon as possible of any days on which the Nursery will be closed.
- 1.1.6 Try to make available to any of your other children a place at the same Nursery. However we cannot guarantee that a place will be available.

2. Obligations on you

2.1 You will:

- 2.1.1 Complete and return to us our child entry form before your child can start at our nursery and immediately inform us of any change to the information provided in that form.
- 2.1.2 Complete a medicine consent form if you require our staff to administer any prescribed medicines to your child for a chronic condition.
- 2.1.3 Immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery.
- 2.1.4 Immediately inform us of any changes to your contact details.
- 2.1.5 Keep us informed as to the identity of the persons who will be collecting your child from the Nursery. If the person collecting your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.
- 2.1.6 Inform us if your child is the subject of a court order and provide us with a copy of such order on request.
- 2.1.7 Immediately inform us if you are unable to collect your child from nursery by the official collection time. A late payment charge will be applied, please refer to the current fee sheet for details.
- 2.1.8 Inform us as far in advance as possible of any dates on which your child will not be attending the nursery.
- 2.1.9 Provide us with at least 8 weeks notice of your intention to decrease the number of hours your child spends at the Nursery or to withdraw your child from our nursery and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for eight weeks from the date of any change as if their hours had not decreased. If you are ending

this Agreement, notice must be given by completing our change of use form, which can be obtained from the nursery manager.

3. Opening times

- 3.1 The Nursery is open between 08:30 and 17:30 Monday to Friday. Nursery Sessions end at 12.30pm, 1.30pm and 5.30pm.
- 3.2 The Nursery is closed on bank holidays, University closure days, between Christmas and New Year and two staff training days each year. Exact closure dates are available on the Nursery website.

4. Events that are beyond our control

- 4.1. If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.
- 4.2. If it is, in our reasonable opinion, necessary or in the interests of the Children to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions (see Adverse weather policy), outbreak of flu, swine flu or other illnesses etc.

5. Admission

- 5.1. A completed application form, signed acceptance form and deposit are required to secure your child's place.
- 5.2. Before your child is left unattended at the Nursery we must have in our possession a completed Child Entry Record, Contact Details form, Medical Information form and Permissions form.
- 5.3. Parents must keep the Nursery updated with any changes to the information contained in the Child Entry Record through written notification when they become aware.

6. Deposit

- 5.1 On the acceptance of an offer of a place at the nursery a deposit of the equivalent of four weeks fees will secure a place for the child.
- 5.2 This deposit is refunded when the child leaves the nursery, provided that eight weeks notice is given and there is no debt on the child's account. The deposit does not constitute the first month's fees.

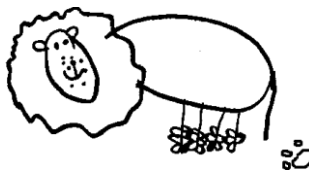
7. Membership/Registration fee

- 7.1. A membership fee of £5 and registration fee of £20 is payable with your acceptance form when it is returned to the Nursery. This charge formally constitutes parents' individual membership of the University Nursery Parents Association, in which it is hoped they will play an active part.

8. Fees and Invoices

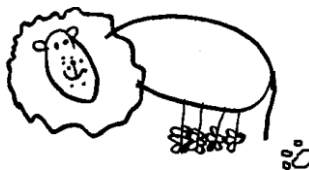
- 8.1. Members of staff paid through the University of Bristol payroll system may opt to pay directly from their salary through a salary sacrifice scheme. Childcare provided each month may vary and therefore monthly fees will vary.
- 8.2. Parents not paying through salary sacrifice will be issued with an invoice monthly in advance for a calendar month of childcare. Accounts are payable electronically by bank transfer. We also accept tax free childcare payments and childcare vouchers.
- 8.3. Invoices must be paid by the first of each month or within 5 days of the issue date of the invoice. Unless there is a prior arrangement, a charge of £20 will be made for fees outstanding after the 8th of the month. Any parent or carer whose fees remain unpaid after the 8th of the month, without prior agreement of the Nursery Manager, risks their child's place at the nursery being withdrawn. Any payments that are cancelled or returned from the bank will incur a £25 administration charge.

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- 8.4. VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 8.5. Regardless of payment method an invoice will be issued each month.
- 8.6. Unless we are in breach of these terms and conditions all booked sessions must be paid for regardless of child's attendance.
- 8.7. No refunds are given for sessions missed due to sickness or holidays or unavoidable nursery closure.
- 8.8. In case of default on payment the nursery reserves the right to apply a £50 administration fee for preparation of court papers and interest will be charged at 8% above the bank's prevailing base rate. The nursery is not responsible for collection of fees from any third parties except in the case of statutory nursery education funding allowance.
- 8.9. The nursery reserves the right to increase the said fees at any time upon giving eight weeks written notice of the proposed increase to the parent/guardian. An annual review of fees takes place ahead of April year end.
- 9. Free Early Education Entitlement for Eligible 2, 3 & 4 year olds.**
- 9.1. We can apply on your behalf for the 15 hours free Entitlement for 3 & 4 year olds from your local LEA (Bristol City Council). If you wish to take up your free nursery education, you are required to complete and sign a Parental Declaration on a regular basis, detailing how and when you will take up the free sessions. More information will be given to you when your child becomes eligible.
- 9.2. Children aged 2,3 & 4, who may be eligible for 2 yr old 15 hours or 3 & 4 yr olds extended hours, must apply to the nursery six weeks before the term that they are eligible for the funding.
- 9.3. Parents/carers are responsible for keeping their eligibility codes up to date and responsible for any cost incurred if fail to do so.
- 9.4. Our charges will not be made in respect of the funded sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session i.e consumables.
- 10. Planned absence**
- 10.1. If written notification is given at least 2 weeks prior to any planned absence then meal charges will be deducted for the unattended days
- 10.2. Students who opt for a term time only place will be expected to take their child out of nursery during university vacation times, as shown on the University web site. If you require your child to attend nursery during any of the vacation dates, please inform the nursery giving at least four weeks' notice.
- 11. Suspension**
- 11.1. We may suspend the provision of childcare to your child, including 1 month's notice, at any time if:
 - 11.1.1. You have failed to pay any fees
 - 11.1.2. Your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well being of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.
- 11.2. If your child is suspended part way through a month, under the conditions stated in clause 11.1.2, we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This credit may be offset against any sums payable by you to us.
- 11.3. If the period of suspension exceeds 1 month, either of us may terminate this Agreement by written notice.
- 12. Termination, cancellation and change of sessions**
- 12.1. 8 weeks notice is required by either party for any change of sessions or termination of agreement. Notice must be in writing by filling in the change of use form and returning it to nursery. If parents choose to leave prior to the end of their notice, fees are non-refundable. The minimum period for any permanent change of sessions is 8 weeks. In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing their child eight weeks fees will be due in lieu of notice. Failure by the parent/guardian to provide 8 weeks notice or any notice at all shall render the parent/guardian liable to the nursery for eight weeks fees.
- 12.2. If the notified start date is changed by the parent, we reserve the right to charge from the original start date notified on the Agreement form.
- 12.3. If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or well being of the child or other children or staff then the nursery may serve notice to the parent/guardians or a request for the child to be immediately removed from the nursery and the provision of 8 weeks notice as referred to above shall not apply.
- 12.4. The nursery reserves the right to terminate the Agreement with immediate effect in case of non-payment of fees, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour, or for any other reasonable cause. Intimidation or abuse of our staff will not be tolerated and may result in immediate termination. In all other cases the standard notice period of 8 weeks will apply.
- 12.5. It is expected that the children who will be attending school each September will not attend Nursery following the 31 August in the year they transfer to school. If you require a place for your child following the Bank Holiday please make the request to the Nursery Manager as early as possible.
- 12.6. You may immediately end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.
- 13. Lateness**
- 13.1. Late collection will be charged at a rate of £5 for being late and £5 per five minutes thereafter to cover emergency staffing and other arrangements. Children should be collected on time in order that the nursery operates within registered numbers and terms of our insurance.
- 13.2. Parents must collect by the end of session times booked. We are neither registered nor insured outside these times.
- 13.3. If you know you are going to be late please arrange for somebody else to collect your child.
- 13.4. If your child is going to be collected by someone other than yourself the manager will require prior notification from the parent and proof of identity from the person collecting your child.
- 14. Employment of staff**
- 14.1. If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly) employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last 6 months you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment. This figure represents the costs to us of recruiting a suitable replacement member of staff.
- 15. Babysitting**
- 15.1. Any babysitting service provided by a member of nursery staff to a parent is not permitted, the nursery accepts no liability for any act or omission. It falls outside the contract which exists between the Nursery and the parent.
- 16. Insurance**

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16.1. The nursery has extensive insurance cover for nursery based activities and outings. Details of the insurance may be requested from the nursery manager. The Certificate is displayed in the nursery.

17. Personal property and belongings

17.1. The nursery cannot be held responsible for any loss or damage to any parents, carers or child's property or belongings. Every reasonable effort will be made by the nursery staff to ensure that property or belongings of any parent, carer or child is not damaged. Please ensure your child's clothing is clearly labelled and we suggest that all toys, books and equipment are left at home.

18. Welfare of the Child

- 18.1. 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.
- 18.2. 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.
- 18.3. Your consent to such physical contact as may 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
- 18.4. Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 18.5. 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.
- 18.6. Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.
- 18.7. We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

19. Accidents and illness

- 19.1. You must notify the nursery manager as soon as practicably possibly if your child is absent from the nursery through sickness.
- 19.2. If your child is suffering from a communicable illness, he or she should not be brought to the nursery until such time as the infection has cleared and in accordance with the Nursery sickness policy or they have been cleared by a doctor as being no longer infectious.
- 19.3. It is at the Manager's discretion whether or not to allow a child into Nursery if they are showing signs of illness.
- 19.4. If your child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 24 hours of receiving the first dose of the antibiotic.
- 19.5. The Nursery accepts no responsibility for children contracting contagious diseases or infections whilst in our care.
- 19.6. The Nursery reserves the right to administer first aid and any emergency treatment as required. Parents will be informed of all accidents and will be asked to sign an Accident record form.
- 19.7. If emergency treatment at hospital is required the nursery will make all reasonable attempts to contact the parents but if this is not possible we are authorised to act on behalf of the parents and authorise any necessary emergency treatment.
- 19.8. We will administer prescribed medicines only if parents have completed a Medicine Consent form. We may require parents to withdraw their child from nursery in the event that they require

special medical care or attention which is not available or refused by the parent, or it is considered that the child is not well enough to attend nursery.

19.9. We may also ask parents to withdraw their child from the nursery if we have reasonable cause to believe that the child is suffering from or has suffered from any communicable disease or infection and there remains a danger that other children may contract such a disease or infection. Please refer to our Sickness Policy regarding exclusion and incubation periods by which we are bound.

19.10. Parents must inform the nursery if the child is suffering from any illness, sickness or allergies before attending the Nursery. The Nursery is mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Protection Agency by which the nursery is bound.

20. Data

- 20.1. You agree that personal data will be processed by and on behalf of us in connection with the Services.
- 20.2. In compliance with current UK data protection legislation, any data provided/collected by the Nursery regarding a child/adult/family will be kept secure and treated with confidentiality. The data collected will only be used by the Nursery and will not be disclosed to any external sources without prior consent.

21. Liability

- 21.1. We accept no responsibility for any loss suffered by you, arising directly or indirectly, as a result of the childcare facility being temporarily closed or the non-admittance of your child to the childcare facility for any reason.
- 21.2. The nursery accepts no liability for any losses suffered by parents arising directly or indirectly, as a result of the nursery being temporarily closed or the non-admittance of your child to the nursery for any reason. We accept no responsibility for children whilst in their parent's care on nursery premises. We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.
- 21.3. Except in the case of death or personal injury, 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.

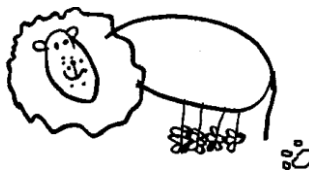
22. Complaints and concerns

- 22.1. Please address any complaint or concern to the room senior, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy.

23. Agreement

- 23.1. These Terms and Conditions represent the entire agreement and understanding between the parents (including other carers) and the nursery. Any other understandings, agreements, warranties, conditions, terms and representations, whether verbal or written, expressed or implied are excluded to the fullest extent permitted by law.
- 23.2. We reserve the right to update / amend these Terms and Conditions at anytime. One month notice will be given of any changes made. The above terms and conditions are considered to be fair and reasonable.
- 23.3. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

University Nursery Parents Association
Childcare Agreement



23.4. This agreement is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract. A person who is not a party to the contract shall not have any rights under or connection with it.

These 'Terms and Conditions' are applicable to new parents from 4th October 2024

23.5. There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the nursery and the parent/guardian, any such agreement being in writing from the Nursery Manager. The employees of the Company are not authorised to bind the Company in respect of: the variation of any terms of this agreement except attendance schedule; the entering into of agreements be they oral or written with the parent/guardian as to payment schedules of current fees or arrears of fees; the acceptance of any offer as to the payment of fees or arrears of fees; and any representation as to the rights of the Company to take legal or other proceedings.

23.6. This agreement, 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 and construed in accordance with the law of England and Wales. This contract is between:

(1) The University Nursery Parents Association Limited trading as Bristol University Nursery the address of which is: 34 St Michael's Park, Bristol, BS2 8BW

(2) Parents/Carers Name/s:.....

.....

Address.....

.....

Signed

For and on behalf of University Nursery Parents Association Limited

I/ we have also completed and signed the application form and acceptance form which forms a part of this contract. I/we are also aware that the nursery may request other forms to be completed for our child's care and will be pleased to arrange meetings to discuss problems, children's work and records at any mutual agreeable time.

I have read and understand these Terms and Conditions and agree to be bound by them.

Signed - (both parents/carers to sign)

Carer 1:

Carer 2:

Date: