



Rocking Horse

PARENT CONTRACT

We believe that there needs to be a formal agreement between the Nursery and Parents. The contract will outline the obligations and commitment, of both the Nursery and the Parent(s).

This is a contract between the Rocking Horse Nursery (referred to as 'the Nursery') and the Parent(s) or legal Guardian (referred to as 'the Parent') of a child (or children) that is enrolled at the Nursery.

The Nursery: -

1. Will be known as 'Rocking Horse Nursery' and will operate from St Nicholas School (Harlow) Ltd, Hillingdon House, Hobbs Cross Road,
2. Is registered with Ofsted as a Day care Nursery and operates within their regulations, guidelines and rules. Their Inspectors regularly visit the Nursery to ensure the appropriate standards of care & education are being provided.

The Contract: -

- a) The minimum contract period is for one term.
- b) Notice Period: Due to the long-term commitment we make when reserving a child's place, we must ask you to make a similar commitment to us. We therefore, require a minimum of 4 weeks written notice, commencing from the day you inform the nursery of your intentions to reduce or cancel your child's normal booking.
- c) Increasing your booking is subject to availability, four weeks' notice is required unless this can be met sooner.
- d) Early Years Pre-School Education Scheme places or special short-term contracts are available (2 ½ years and above), subject to agreement and availability of places.

HOURS OF OPERATION Monday to Friday 07.30am to 6.00pm. Late collection is charged at £20 per ten minutes after the end of your child's session. We will be closed on all Statutory Holidays which are charged in full, including charges for Christmas day and Boxing Day which fall during the Christmas closure. The nursery will be closed on Christmas eve and between Christmas and New Year at no charged.

MONTHLY FEES Monthly fees are at the prevailing fee schedule. It is the policy of the school to keep fees at a realistic level commensurate with good educational practice, thus ensuring stability, continuity and the maintenance of the best service possible to parents and pupils. Fees are liable to an annual increase with notice being given in September to take effect from January each year. The Governors will always endeavor to give 3 months' notice of any change in fees, but they reserve the right to increase the fees without 3 months' notice in the event of circumstances over which the Governors have no control.

GOVERNMENT FUNDING Parents who qualify for funding will have this amount deducted from the invoice. Only 15 hours of funding can be taken up, with a maximum of 3 hours of funding per day.

PAYMENT POLICY Parents agree that all monthly fees (full time and part time attendance) will be paid on the last day of each month by **direct debit using the Blossom Parent App or by Tax Free Childcare/ Childcare Vouchers.** Additional sessions will be added to the following months invoice.

Unpaid fees are subject to a £50 late payment fee if fees not received by the last day of the month. Unpaid fees may result in immediate suspension or termination of care unless reasonable arrangements are made and accepted by both parties. Extra hours are billed at the session rate or hourly rate.

Full time and part time fees are based on booked days, not attendance, therefore parents are responsible for fees whether their child attends or not. (This includes sick days and holidays booked.)

SETTLING SESSIONS You will be invited to attend an initial settling session with your child, where you will meet the room leader and complete the nursery paperwork together. This session will be an opportunity for the nursery to get to know your child and for you to ask any questions you may have. Following this, another settling session will be booked for your child where they will spend some time in the nursery without you. Every child settles at a different rate and because of this we tailor the settling sessions to each individual child's needs. This will be discussed with you in detail, please allow two/three weeks of settling in sessions before your child's start date.

ILLNESS POLICY Please advise the Nursery prior to 8:30 am if a child will not be attending due to illness. Parents agree that a child who is ill (e.g. fever, infection, diarrhoea, communicable disease, or any other type of illness that may be passed on to others, with the exception of the common cold) will be kept at home to protect the well-being of the staff and other children in our care. The parents further agree should a child become ill while in our care that immediate arrangement will be made to remove the child from the Nursery. Children will not be allowed to return to Nursery until they have been symptom free for at least 24 hours for a fever and 48 hours for sickness or diarrhoea or when prescribed antibiotics. In some cases, a note from a doctor may be necessary. By signing this contract you are agreeing to staff seeking any necessary emergency medical advice or treatment during their time at Nursery. Please refer to our sickness policy for more information about this topic.

LATE ARRIVAL/PICKUP POLICY Please advise the Nursery immediately if you will be arriving later than the pre-arranged time to pick up your child. It is the parents' responsibility to ensure that children are picked up by their booked finishing time. The nursery closes at 6pm and if you are not able to pick up your child by 6pm alternate arrangements must be made. Please notify the Nursery if an unauthorised person will be picking up your child. Verbal or written permission must be received before we will release a child to anyone who is not authorised on the registration form. They must bring photographic I.D. plus a photograph to be kept on file and a password will be used.

TERMINATION The Nursery reserves the right to suspend or terminate care of any child without notice, should it be deemed necessary for the overall safety and well-being of staff and/or other children.

WITHDRAWAL Notice Period: Due to the long-term commitment, we make when reserving a child's place, we must ask you to make a similar commitment to us. We therefore, require a minimum of four weeks written notice, to reduce or cancel your child's normal booking. Notice must be presented, in writing, to the Nursery. The Nursery Manager will send a written acknowledgement, at which point notice will be deemed served. In default of the required written notice, duly acknowledged, the deposit of your child's place will not be returned. Any costs incurred in the recovery of unpaid fees or fees in lieu of notice will be added to the fees due.

CHANGING SESSIONS: Sessions may be permanently changed or extra sessions added following discussion with the Nursery Manager and depending upon availability. Add hoc sessions can be booked on the Blossom Parent App.

HEALTH & SAFETY Any health & safety queries please arrange to meet with the Nursery Manager. We would like to emphasise the important of security within the building and ask all parents to make sure doors/gates are closed when entering or leaving the Nursery area, and that they are mindful of little fingers.

If the Nursery has to close due to any health & safety and illness reasons including bad weather, fees will still be due to be paid during the period closed.

REGISTRATION A non-refundable registration fee of £100 (per child) is required upon completion of registration to secure your child's placement in care. The registration fee is non-refundable.

DEPOSIT A deposit of one month's fees in advance is required to secure your child's place. This deposit is refunded to you when four weeks' notice is given of your intention to leave. The deposit will not be returned if a place is not taken up within the time frame agreed, the postponement of a childcare place will be considered. The failure to provide four weeks written notice to terminate your child's place will also constitute to your deposit being lost.

BEHAVIOUR MANAGEMENT If a child's behaviour is seen to endanger others and all routes according to our Behaviour Policy have been adhered to Rocking Horse Nursery will take advice from the local authority and arrange a meeting with the parents to discuss the options available. If a parent does not support the Nursery in gaining help and advice from outside agencies then Rocking Horse Nursery reserves the right to terminate the parent's contract and will no longer provide care for that child.

WHAT TO WEAR From the age of 2 years children will be expected to wear the Rocking Horse uniform, which consists of a Nursery t-shirt and sweatshirt. This can be purchased from the nursery. Aprons will be provided during messy activities and clothing will be protected where possible, however children learn through exploration and therefore we ask that 'best' clothes are not worn. Please ensure your child wears appropriate clothing for the weather and that you provide all items needed daily, for example hats and coats during the colder weather and sun hats during the warmer weather. All the children's items must be clearly labelled, and spare clothing provided. Your child will need waterproof overalls and wellington boots to allow them to enjoy the wet weather. Jewellery is not permitted, any earrings worn must be studs only; **please note children graduating through to Little Saints will not be permitted to wear stud earrings.** Teething beads are also not permitted due to choking.

MOVING ROOMS We move children in consultation with parents and guardians when they reach the age or development stage of the next room. We offer the children settling in visits within their usual nursery attendance before they start their new room. Your child will choose their own Keyperson as they move up and you will be informed of this.

As the nursery cares for children up until the term after their 3rd birthday, your child will need to transition through to Little Saints Pre-school or another provider no later than this time. Please note that children can move up to the pre-school from 2.5 years, and they must be reliably toilet trained to do so.

DATA PROTECTION I understand that my child's records will be held on a computerised database and that this is protected by the Data Protection Act 1984 & 1998 and that they will be used for no other purpose than company business. I understand that if I require a copy of this personal information I must make a request in writing. I agree to be contacted via email for the purposes of Nursery or out of school club business.

SAFEGUARDING I understand that the Safeguarding Vulnerable Groups Act 2006 places a duty on the staff to follow specific child protection procedures should any concerns be made and that there is a Safeguarding Children Policy available for me to view at any time.

NON -SOLICITATION OF STAFF a. The parent/guardian of the child who is subject to this Registration Form, hereby agrees that during the term of this agreement and for the period of six months after its termination (howsoever terminated) that (s)he will not seek to employ, entice away or attempt to entice away from the employment of the Rocking Horse Nursery ('the Company') any person or persons employed by the Company at the date of termination of this agreement or any person or persons who were employed by the Company in the six months preceding the date of termination of the agreement. b. If the parent/guardian shall breach clause 10(a) then (s)he shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing the relevant member of staff to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

EXCLUSION If in the reasonable opinion of the setting 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 in the setting or the setting practitioners or other staff so employed then the setting may serve notice to the parent/guardians or a request for the child to be immediately removed from the setting and the provision of one month's notice shall not apply.

CHILDREN WITH ADDITIONAL NEEDS Please let us know if your child has any additional needs as we are keen to integrate all children where it is clear that our facilities and resources can effectively meet the needs of the individual child.

BELONGINGS The Nursery does not accept any responsibility for personal belongings which may be lost or damaged, including items of clothing even where they are properly labelled.

ACCEPTANCES

- a) The above terms and conditions are considered to be fair and reasonable. 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.
- b) The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

This agreement must be signed by all persons with Parental Responsibility and/or those who are accepting responsibility for paying fees. Your childcare may only commence once payment of the first invoice, or a minimum of one month's fees has been made.

I have read and understood the Parental Agreement and I agree to be bound by it and any other relevant booking terms and conditions that are issued from time to time.