

Butter Hill Contract 2025 - 26

PART A

This contract is between the undersigned parents / carers and Play B C Preschool. Play B C Preschool is a limited company, number 08939695. The registered and service address is Elm Grove Hall, Butter Hill, SM6 7JD.

Please read carefully the Terms and Conditions in Part B, which apply to this contract.

Child or children's names					
Parents' / carers' names					
Child date of birth					
Sessions (please tick)	Mon	Tue	Wed	Thu	Fri
Breakfast Club 08:00 - 08:45					
Am 08:45 - 11:45					
Five hours 08:45 - 13:45					
Six hours 08:45 - 14:45					
Lunch 11:45 - 12:30					
Pm 12:30 - 15:30					
After Preschool Club (Mill Lane) 15:30 - 18:00					
Notice required to terminate this contract	A month's written notice before the tenth day of the preceding month. Short or no notice will incur a month's fees regardless of funding entitlement.				

I hereby agree to abide by this contract and terms and conditions:

Signed..... Date.....
Parent / guardian

Signed..... Date.....
Parent / guardian

Signed..... Date.....
Play B C Preschool

PART B – TERMS AND CONDITIONS

1. Definitions

- i. The definitions below apply in these terms and conditions.
 - “**Child**” the child or children named in Part A;
 - “**You**” the person, firm or company who purchases Services from us;
 - “**Services**” the services of a preschool during the sessions indicated in Part A (excluding school and public holidays, together with any other services which we provide, or agree to provide, to you);
 - “**Us**” Play B C Preschool as named in Part A.
- ii. A reference to **writing** or **written** includes faxes and email.
- iii. 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

- i. A contract for the Services will be formed between you and us, once you have given us a signed contract and a £40 registration fee, and we have confirmed to you in writing that your application for a place has been successful. The registration fee will be credited back to your account when your first invoice is issued.
- ii. These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:
- iii. A policy issued to you by us,
- iv. A letter that is signed by both you and us.
- v. In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

- i. The contract shall last until it is terminated by either you or us giving to the other, in writing, at least a month's notice. However, the contract can, in some circumstances be terminated immediately under clause 18.
- ii. You are liable for fees during the notice period.

4. Suspension of Services

The Services may be suspended (meaning the Child is temporarily not able to attend the preschool) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

5. Our Obligations

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.

6. Your obligations

- i. You shall:
- ii. Co-operate with us;
- iii. Provide to us such information as we may reasonably require about the Child eg
 - Any known medical condition, health problem, allergy, or diagnosed dietary requirement;
 - Any prescribed medication;
 - Any lack of any vaccination which the Child would ordinarily have by their age;
 - Any family circumstances or court orders which might affect the Child's welfare or happiness;
 - Any concerns about the Child's safety; and
 - Your contact details and those of persons authorised to collect the Child.
- iv. You must (a) ensure that the Child's information is accurate and (b) kept up-to-date, by promptly informing us whenever they change.
- v. As regards arrivals and departure of a child, please refer to the preschool's Arrivals and Departures Policy. Please ask for a copy of it if necessary.
- vi. 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.
- vii. 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

- i. You shall pay the charges as set out in Part A, which reflect the current Fee Sheet for Academic Year 2025–2026.
- ii. Charges are due even if the Child is absent.
- iii. We will not charge for bank holidays and / or staff training days.
- iv. Charge for late collection is £20.00, payable after five minutes. This replaces the previous sliding scale.
- v. VAT is not charged on preschool fees (nursery provision is an exempt supply for VAT purposes).
- vi. The quoted charges are per Child, per session. Breakfast Club is forty five minutes; a preschool session is three hours; lunch club is forty five minutes; after preschool club options are a maximum of two and a half hours (15:30–18:00) at Mill Lane.
- vii. Lunch club includes a two course hot lunch. Packed lunches must comply with the preschool Food and Allergy Policy and must not contain any nuts, sweets or fizzy drinks.
- viii. Extra hours (or parts of an hour) will be charged for (at the ruling rate of £11.00) and must be booked and paid for at least 24 hours in advance.
- ix. Consumables and additional services (including meals, snacks, and enrichment activities) are available on an opt-in basis for funded children, as detailed in the Consumables 2025 policy. Charges are payable at the start of each month and remain payable in the case of absence unless notice is given before the 10th of the preceding month.
- x. The charges must be paid monthly in advance, by the first day of the month unless otherwise stated for consumables packages.

- xi. All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by cash, or major credit/debit card, but it is your responsibility to obtain a receipt as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee (currently £40).
- xii. Should we increase our charges we will give you written notice of any such increase at least a half term before the proposed date of increase.
- xiii. Without restricting any other legal right that we may have, if you fail to pay us on time, we may: charge interest, charge a £40 administration fee, suspend all Services, and seek reasonable recovery costs as outlined in the original terms.
 - Charge you a reasonable administration fee (currently £40); and
 - Suspend all Services until payment has been made in full, which will include the suspension of the Child or even termination of the contract permanently.
- xiii. If you are 30 days or more late in paying us, we may also charge you our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 15 days of notification of them to you.
- xiv. 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.

8. Reducing sessions

You are required to give us a month's written notice before the tenth day of the preceding month for a reduction in the number of sessions you require.

9. Funded education entitlement

- i. If you wish to take up your funded education entitlement, you are required to complete and sign a Parental Declaration, detailing how and when you will take up the sessions before your child starts and thereafter on an annual basis or when any changes to the Child's attendance pattern are made.
- ii. Our charges will not be made in respect of the sessions as detailed in the Parental Declaration, but optional charges apply for meals, snacks, and/or enrichment activities in line with the Consumables 2025 policy. Families may choose to opt in or opt out each term during the published commitment windows (1st–10th August, December, and March).
- iii. The registration fee will be waived for families in receipt of two year funding.
- iv. For EYPP-eligible children, no consumables charges will apply. For non-EYPP funded children, consumables and enrichment will be charged according to the current published rates. Opt-out children will still receive EYFS provision, but some experiences will not be available and packed lunch and snack requirements must be met in full.
- i. 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.
- ii. We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our preschool and rights and freedoms of others.
- iii. We will offer physical contact in accordance with good practice, and as is appropriate and proper for teaching, in connection with health and welfare, or to maintain safety and good order. Comfort will be provided to a child in distress.
- iv. Please refer to the preschool's Promoting Self-Regulation Policy for information on behaviour management techniques and sanctions.

- v. Please refer to the individual policies and procedures (ask for a copy where required) for more information on emergency procedures for accidents, evacuations, incidents and allergic reactions.

11. Health and medical matters

- i. Should the Child become ill during a session the preschool will contact you or an emergency contact indicated on the Admissions Form. You must inform us immediately of any changes to these contact details.
- ii. Our priority at all times is the Child, therefore should any condition present which requires more than first aid, an ambulance will be contacted first and then parents / carers or emergency contact next.
- iii. If the Child is suffering from a communicable illness, they should not be brought to the preschool until such time as the infection has cleared. Please refer to the UK Health Security Agency Guidance for information on minimum periods of exclusion from preschool.
- iv. You must notify the preschool if the Child is absent from preschool through sickness.
- v. If the Child has been sent home from preschool because of ill health, they will not be re-admitted for at least 24 hours. If the Child has sickness or diarrhoea, they should not return to preschool for 48 hours from last episode.
- vi. Currently children having been given paracetamol or ibuprofen in the morning cannot attend for 48 hours as this may mask a fever.
- vii. Children and staff with symptoms of infectious illnesses (including respiratory infections such as COVID-19, flu, or RSV) should remain at home until they are well enough to participate in preschool activities and do not have a fever. In line with current UK Health Security Agency (UKHSA) guidance, children with diarrhoea or vomiting should stay at home for 48 hours after the last episode.

If national or local public health advice changes (for example, in the case of an outbreak), the preschool may temporarily implement additional exclusion periods or measures and will notify families accordingly.

- viii. Generally we do not administer medication unless prescribed. Please refer to the preschool Medication Policy for further information.
- ix. Please also see clause 6.1.2 on matters we need to be informed about.

12. Food / dietary requirements

- i. If your Child has a special dietary requirement or any allergies as diagnosed by a doctor or dietician, all reasonable care will be taken to ensure he/she does not come into contact with those foods with support from parents and external professionals if necessary.
- ii. Our preschool operates under the Food and Allergy Policy 2025. A no nut policy applies at all times, including hidden sources such as pesto. Parents must disclose any allergies or special diets prior to the child's start date.
- iii. Parents who opt out of preschool-provided meals and snacks must provide food from home that meets our policy requirements, including allergen declaration forms, labelling, ice packs, and compliance with our prohibited items list. We cannot refrigerate or heat food from home.
- iv. If a lunch/snack is forgotten, non-compliant, or missing allergen documentation, a preschool alternative will be served and charged at £3.75 for lunch and/or £1.00 for snack, plus a £1.00 service fee.
- v. Packed lunches must not contain nuts, sweets, fizzy drinks, or other prohibited items listed in the Food and Allergy Policy 2025.
- I. 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).

- ii. All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- iii. Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence. Subject to this proviso, we shall not be liable for:
 - a. Any loss or damage to any toys, equipment or bags, clothing etc you may bring into the preschool;
 - b. Loss of any profits, or consequential loss
- i. 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. General Data Protection Regulations

- i. You agree that details of your name, address, payment record and personal data will be processed by and on behalf of us in connection with the Services. Please inform us of your preferences on the registration form.
- ii. We will take photographs and / or videos of your Child for assessment. In addition we may take photographs for promotional purposes. Should you not wish for your Child to be included in such photographs or videos, please inform us by completing the 'media form' given to you on admission, or by writing to the preschool.

16. Security

Parents are generally welcome to visit the preschool, but it may not be possible in instances of lockdown or pandemic. We will not 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 has not been notified as an authorised person to collect the Child on parental behalf.

17. Complaints and Concerns

Please address any complaint or concern to the lead teacher. Please also refer to our complaints policy.

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

- i. 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:
 - a. The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 15 days or more; or
 - b. 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
 - c. 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.
- ii. On termination of the contract for any reason:
 - a. 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

b. 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

- i. If any event beyond our reasonable control (eg a fire, flood, epidemic or pandemic, strike, civil action, act of terrorism, war etc) occurs, for which we have business interruption insurance, we may close the preschool without liability to you and we will not charge you for the fees for the period of closure. We will keep you informed, in such an event.
- ii. If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the preschool even though our business interruption insurance will not cover us for the closure. In these circumstances, you may be charged a small amount to cover direct unavoidable costs. For example, we may close because of severe weather conditions, pandemic, outbreak of flu, swine flu or other illnesses etc; also, should we be denied access to the premises.

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

- i. We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
- ii. We may change any other terms in this document provided we give you at least one month's written notice of our intention to do so.

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.