

# Terms & conditions



**Purnima Tanuku OBE,**  
Chief Executive  
of the National  
Day Nurseries

Association (NDNA),  
looks at some commonly  
asked questions around  
parental contracts...



**Q I am reviewing our parent contracts to check they are up-to-date. Should collection of fees be included?**

**A** Yes, definitely. Your contract should state when fees are due, accepted methods of payment and what happens should a parent not pay. When a parent signs this then becomes a legally binding document and forms part of the terms and conditions of your service. Some nurseries do have a debt management policy which can be used to highlight how you will work in partnership with parents if they fall behind with payments, and offer a supportive environment where possible such as by exploring debt management plans. However, this should not be a replacement for the inclusion of terms around fees in your contract.

As well as a clause in your contract, you may also wish to develop a debt policy which outlines how you actively encourage parents to approach you when they know they might experience issues so that you can put plans in place to help.

**Q My parental contract says that bank holidays must be paid for. However, I have had parents querying this, especially with regards the extra holiday in April. How can I enforce this in future?**

**A** If your contract states that bank holidays need to be paid for and a parent has signed then this is a legally binding document. However, if parents seem to be querying your approach it is important to check that your communication is clear about what your contract says. It can be helpful to make the contract a point at induction – here you can cover what the contract says around important areas such as bank holidays and if the nursery is closed due to bad weather. It is also an opportunity for you to highlight why you have this approach, for example, to share that staff wages still need to be paid.

You may wish to consider if there is an approach that might work better for your parents, such as incorporating bank holidays into the weekly or monthly fee – this will also need to be outlined in your contract. Bank holidays are a common question for many parents, and whatever your approach is, it is important to be clear with parents from the outset to avoid any issues later.

**Q I am opening a nursery and need to develop a contract, but I'm finding this challenging. What should it include?**

**A** A contract is a critical document and it is important to get it right. Members of NDNA can access a free template contract to help them cover the right areas at [www.ndna.org.uk/policies](http://www.ndna.org.uk/policies), which can be adapted to suit their needs. Your contract needs to find the balance between being accessible and understandable for parents and protecting your nursery business. Areas that you need to think about including cover hours of attendance of

the child(ren), payment of fees, any charges for late collection, a parent's obligations (such as they need to inform you if a court order is brought against one parent which prevents that parent from picking the child up), complaints, and notice periods should a parent wish to remove their child from your nursery.

It is crucial to make sure your contract is right, so if you are unable to access support such as templates it is recommended that you seek legal advice – NDNA also has a free legal helpline for its members.

**find out more**

NDNA is the national charity and membership association for children's nurseries across the UK, supporting settings across all sectors to deliver the best possible care and early learning for children whilst ensuring they are sustainable businesses. If you have a question, or want to know how NDNA can support you, visit

