

Childcare Terms and Conditions



Ashurst Wood Community Preschool Terms and Conditions

The document and the terms and conditions within it govern the basis on which Ashurst Wood Community Preschool agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We will ask to see your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of our registration process.

Commencement date of agreement: _____ **Expiry date of agreement:** _____

Review date: _____

Our details:

Ashurst Wood Community Preschool

Charity Commission no. 1033649

The Sanderson Centre

School Lane

Ashurst Wood

East Grinstead

West Sussex RH19 3QW

Telephone: 01342825515

Email: ashurstwoodpreschool@gmail.com

Ofsted setting URN: EY397901

Insured by: Dot2Dot Nursery Insurance Underwritten by Aviva

Insurance policy number: 100723662BDN/0859

Your details:

Full name of parent/guardian (1) _____

Address _____

Telephone _____ Email _____

Full name of parent/guardian (2) _____

Address _____

Telephone _____ Email _____

Full name of child _____ Date of birth _____

Our offer for a childcare place for your child:

Expected start date of child's place _____

Settling in period _____

Agreed hours:

	Monday	Tuesday	Wednesday	Thursday	Friday
Agreed times of attendance					
Total daily hours					

Offered over 38 weeks per year.

We are open term time only and follow the term dates set by Ashurst Wood Primary School.

We are closed on bank holidays and Inset Days.

Will the child receive nursery education funding Yes No

Details of any other funding provided by other third parties (e.g. employers childcare vouchers)

Terms and conditions

1.0 Our obligation to you

- 1.1 We recommend a minimum of 2 sessions attendance. We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not, then the offer of a place may be withdrawn.
- 1.2 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.3 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is shown to you at the point of registration.
- 1.4 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.5 We will notify you as soon as possible of any days we will be closed.
- 1.6 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.

- 1.7 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 1.8 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.
- 1.9 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.
- 1.10 We will maintain appropriate insurance to cover our childcare activities.
- 1.11 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

2.0 Your obligation to us

- 2.1 You will need to complete and return our *Registration Form* to us before your child can start with us.
- 2.2 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.3 The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.4 You will read and abide by our policies and procedures.
- 2.5 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.6 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.
- 2.7 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require a password to identify themselves that has previously been discussed with yourself. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.
- 2.8 It is your responsibility to make any emergency contacts aware that we would be maintaining a record of their data in accordance with General Data Protection Regulation (2018). This would include name, address and contact numbers.
- 2.9 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A late payment charge will be applied; please refer to the current fee schedule for details.
- 2.10 You will inform us as far in advance as possible of any dates on which your child will not be attending.

- 2.11 You will provide us with at least six weeks' notice of your intention to decrease the number of hours your child attends or to withdraw your child and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice.
- 2.12 You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

3.0 Payment of fees

- 3.1 Our fees are based on an hourly rate based on age that shall be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least a term (six weeks) before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us six weeks' notice, by completing our *Notification of Leaving Date* form which can be obtained from our setting Manager.
- 3.2 Fees must be paid within 14 days or in monthly instalments by prior arrangement. We calculate the amount payable by you for each term by multiplying the hourly rate per session and then by the number of weeks we are open during that term.
- 3.3 If the terms invoice has not been settled by the end of that term we have the right to restrict the sessions attended to just funded hours only from the following term until the outstanding balance has been settled.
- 3.4 All payments made under the Agreement should be by standing order, or by cash or cheque with prior arrangement. All payment, regardless of method, shall be made by you within 14 days or by monthly standing order by prior arrangement. If payment is made by cash, it is your responsibility to obtain a receipt as proof of payment.
- 3.5 If the payment of fees referred to in 3.3 is outstanding for more than 14 days then a follow up letter will be issued asking the parents/guardians to contact the Manager within 7 days of the letter to discuss the situation. If no reply is forthcoming within those 7 days, a final letter will be sent to the parent/guardian informing them that they have 7 days to pay the outstanding fees. If no reply is forthcoming within 7 days of the final letter being sent, the Chairperson will decide the following: a) whether the child's place at preschool should be withdrawn until all fees for the half-term are paid in full; b) whether non-payment is submitted to the County Court to recover the monies owed. Further reference can be found in "Fees and Monies Policy".
- 3.6 If you have requested additional sessions, we will raise the applicable charges under a separate invoice for payment. Our late collection session must be pre-arranged and at least 24 hours before the day otherwise you would incur a **late collection fee charged at £10.00 per 15 minutes**. The late collection fee will be invoiced following the late collection and payment is within 7 days of receipt of invoice.
- 3.7 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We operate the same term dates as the school and are therefore closed on inset days for professional development for the benefit of children and families and closed on bank holidays; no refund is given for this closure as this has already been considered when calculating your child's fees. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.8 Where we offer a reduced fee rate after a child's 3rd birthday, that reduction will take effect from the first day of the following billing period.

3.9 Where children are eligible for funded entitlement hours it is your responsibility to ensure that the code provided to you via the government is current and eligible for use, it is NOT the setting's responsibility to ensure this.

4.0 Suspension of a child

- 4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due for any non-funded sessions that have been invoiced for.
- 4.2 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.
- 4.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.
- 4.4 During any period of suspension for behaviour-related issues we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.
- 4.5 If your child is suspended part way through the month, under the conditions stated in clause 4.3 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 sum may be offset against any sums payable by you to us.

5.0 Termination of the Agreement

- 5.1 You may end this Agreement at any time, giving us at least 6 weeks' notice by completing the *Notification of Leaving Date* form.
- 5.2 We may immediately end this Agreement if:
- 5.2.1 You have failed to pay your fees;
 - 5.2.2 You have breached any of your obligations under this Agreement in line with the Parents/ Carers Code of Conduct and setting policies and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;
 - 5.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff;
 - 5.2.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this Agreement.
- 5.4 You may 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.

6.0 Non-Solicitation of Staff

- 6.1 For the period of your contractual agreement and up to 3 months after leaving, all parties agree that they will not solicit for hire or assist others with the opportunity to do the same with a member of our staff where it

directly effects their contractual agreement and obligations to the setting. If a member of staff leaves the setting to embark in employment with you within 3 months of leaving, the setting reserves the right to claim employment, recruitments and agency costs up to a maximum sum of £1500.00

9.0 General

- 9.1 If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions) the Hourly Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. If the closure exceeds three consecutive days in duration (excluding any days when we would otherwise have been closed), we will credit you with an amount that represents the number of days closed in excess of three days.
- 9.2 If you have any concerns regarding the services we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the Manager. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Complaints Procedure*.
- 9.3 From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our computer whilst your child is with us. The photographs are used for display and for your child's records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our *Registration Form*.
- 9.4 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 9.5 Whilst food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained.
- 9.6 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulation (GDPR) (2018) and our *Confidentiality, Information Sharing and Client Access to Records Policy*. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

8.0 This Agreement

8.1 We reserve the right to vary the terms and conditions contained in this Agreement

8.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.

8.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

Acceptance of our offer of a childcare place

Please sign below to indicate that you have read and understood the above terms and conditions and to confirm your acceptable of a childcare place with us for your child.

For parent(s)/guardian(s) under the age of 18, a guarantor aged over 18, must also sign the contract on your behalf. The contract would therefore be between Ashurst Wood Community Preschool, you and the guarantor.

A copy of this completed and signed contract will be provided to each signatory.

Parent name 1

Signed _____ Date _____

Parent name 2

Signed _____ Date _____

Guarantor name (where applicable)

Signed _____ Date _____

Relationship to the child

Home address

Daytime/work telephone

Mobile

Email _____

Signed on behalf of Ashurst Wood Community Preschool:

Signed _____ Date _____

Name _____

Role (supervisor, chair or trustee)
