



HERSDEN UNDER 5's CENTRE
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Charity Reg. No. 1057036

3. Childcare and early education terms and conditions

Terms and Conditions

This document and the terms and conditions within it govern the basis on which Hersden Under 5's Project (referred to here as 'we' / 'our' / 'us' agree to provide childcare and early education 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 and early education 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.

Childcare and early education terms and conditions

The following terms and conditions govern the basis on which we agree to provide childcare and early education services to you.

1.0 Our obligation to you

- 1.1 We will inform you as soon as we know whether your application has been successful. You are required to confirm that you still wish to take up a place within one week of receiving notification from us. If you fail to notify us then the offer of a place may be withdrawn. Once you confirm a fee-paying place a registration fee is required to hold the place for your child. The monetary value of the registration fee is published as part of the setting's schedule of fees. This is available on request. The registration fee is due on completion of the application form. If you fail to take up a place, the registration fee is used to cover administration costs and will not be refunded.
- 1.2 We provide agreed childcare and early education facilities for your child during the official opening hours. If we change the opening hours, we will give parents as much notice as possible, and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare and early education.
- 1.4 We will notify parents as early as possible when the setting will be closed.
- 1.5 We will provide you with regular updates about your child's progress.
- 1.6 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 are required to fully complete and return the *Childcare and Early Education Registration* form to us before your child can start.
- 2.2 You are required to inform us immediately of any changes to your contact details or other changes to the information on your child's registration form.
- 2.3 The *Childcare and Early Education Registration* form includes emergency treatment authorisations which you are required to complete before your child attends.
- 2.4 You are required to 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. We need to protect other children at the setting so you cannot bring or allow your child to attend at these

times. When your child is contagious they pose a risk to other children during normal daily activities. We cannot provide care for children who are unwell, have a temperature, sickness, diarrhoea, they must be collected as soon as practicable. Children should not return to the setting until 48 hours after the last incident of sickness or diarrhoea. We reserve the right to refuse admission to a child who is unwell. This decision will be taken by the most senior member of staff available and is non-negotiable.

- 2.5 You are required to inform us of the identity of the person(s) who will be collecting your child. We will require proof of identity if the person collecting is not known to us, and they will need the password. You should let us know in advance about these changes. If we are not reasonably satisfied that the person collecting your child is expected, we will not release your child into their care until we have checked with you.
- 2.6 You are required to inform us immediately if you are not able to collect your child by the official collection time. You should make arrangements for an authorised person (recorded on your registration form) to collect your child as soon as possible and confirm who they are. A late collection charge will be applied. Please refer to the current fee schedule for details. If you fail to collect your child by the official collection time and we have reason to be concerned about your child's welfare we will contact the local authority.
- 2.7 You are required to inform us as far in advance as possible of any dates when your child will not be attending, or on the same day if your child is unwell.
- 2.8 You are required to provide at least one month's notice of your intention to decrease the number of hours your child attends and similarly, should you decide to withdraw your child completely and end this Agreement. If you give insufficient notice, you will still be required to pay full fees for one month from the date of notice. If you would like to end this Agreement, please speak to the setting manager.
- 2.9 If your child is the subject of a court order, you are required to inform us and provide a copy of the order on request.
- 2.10 You should read our policies and procedures provided for parents - available for you at the setting.

3.0 Payment of fees

- 3.1 We may review the fees at any time but will inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end the Agreement by giving us one month's notice.
- 3.2 Invoices are emailed to parents or carers at the beginning of each term, bank details are at the bottom of the email. Fees are required to be paid regularly and in full by the end of the term for which the invoice applies.
- 3.3 All payments made under this Agreement should be made by standing order or bank transfer, or cash. All payment regardless of method shall be made by the parent/guardian weekly, monthly, or termly, before the end of term. If the payment is made by cash, it is your responsibility to obtain a receipt from the setting as proof of payment. Late payments will incur a late payment fee of £20.00. If further action is required to recover unpaid fees, additional charges may be made in lieu of any costs of recovery incurred.
- 3.4 If the payment of fees referred to in 3.3 is outstanding for more than 14 days then we may withdraw unfunded hours. If the payment of fees referred to in 3.3 is outstanding for more than 2 terms we may terminate the Agreement. Once the contract has been terminated, the child shall cease to be admitted, and the notice of termination shall be regarded as a formal demand for outstanding monies.
- 3.5 If you require additional sessions or have been unable to collect your child by the official collection time, we will inform you of the extra amount payable and add these additional charges to your regular fees. In the event of late collection of your child, we reserve the right to charge a late collection fee of £20 for up to 15 minutes and £10 every five minutes thereafter.
- 3.6 No refund will be given for periods when children do not attend a session due to illness or holidays. Please note that we are closed on bank holidays and our team has five training/inset days per year. This helps support our team's continuing professional development which benefits the children and

families. No refunds are given for these closures as they are already taken into account when calculating fees.

- 3.7 The change in fee rate when a child has their third birthday, takes effect from the first day of the following billing period.

5.0 Termination of the Agreement

- 5.1 You may end this Agreement at any time, by giving us at least one month's notice.
- 5.2 We may immediately end this Agreement if:
- 5.2.1 You fail to pay your fees.
 - 5.2.2 Your child does not attend for two weeks and you have not given notice of absence as required in 2.7.
 - 5.2.3 You breach any of your obligations under the Agreement and you have not or cannot put right that breach within a reasonable period of time.
 - 5.2.4 You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards staff or other parents.
 - 5.2.5 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 can offer your child is not sufficient to meet his or her needs. Under these circumstances we 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 in a reasonable period after you draw it to our attention.

6.0 General

- 6.1 If you have any concerns about the childcare and early education we provide, please discuss them with your child's key person. If your concerns are not resolved to your satisfaction, please contact the setting manager. Your satisfaction with our service is very important to us and any concerns or complaints will be reported to the appropriate line manager for review.
- 6.2 From time to time we may take images or video of the children who attend. These images or video may be used by the setting for promotional purposes. If you do not wish your child to be included in these images or videos, you should record this when you complete the registration form.
- 6.3 Packed lunches: If your child stays for lunch at pre-school, you are required to supply them with a healthy packed lunch (sweets, chocolate and chocolate spread are not allowed). Please take note that we have no facilities to cook or heat food, so please ensure that the food you supply is chilled and suitable to be consumed cold. Please provide an ice pack regardless of the weather to ensure your child's food stays fresh and safe to eat. We have a no nut policy. Lunch boxes must be labelled with your child's name. We will offer your child a choice of milk or water at lunch time, you may provide a healthy drink for them to enjoy with their lunch, if you prefer (no fizzy drinks).
- 6.4 Snack-time: We will offer your child a healthy snack during each session. Please support us with this, by providing a donation of fruit, or salad, or vegetables that can be eaten raw, (e.g. apples, bananas, tomatoes, cucumber, carrots) once a week for all the children to share. We will offer your child a drink of milk or water at snack time. We have fresh water available throughout the day, for your child to drink.
- 6.5 We cannot take responsibility for loss or damage to any items, including toys or trinkets, which have been brought into pre-school from home.
- 6.6 We always welcome extra help in pre-school from parents/carers, if you have any spare time and would like to help, please let us know. The children love Parents/Grandparents/Carers visiting the setting to tell them stories at story time, please have a chat with us if you are able to do this.
- 6.7 We will normally seek your consent before sharing information about your child with another professional or agency. We are required to share any information with the local authority and other relevant agencies if there are any safeguarding concerns about your child. In certain situations, we may not seek consent prior to sharing information, or we may, in certain specified circumstances

override a refusal to give consent.

- 1.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly or link us to any political movement or agenda.
 - 1.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.
- 6.8 We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.
- 6.9 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 the Agreement except to the extent that we vary terms from time to time.
- 6.10 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

To be completed by Hersden Under 5's Project.

Our offer for a childcare and early education place for your child:

Expected start date of child's place _____

Agreed hours:

Morning and Lunch 8.45–12.45

Funding may be used for 3 hours, fees will be payable for 1 hour

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

Afternoon 13.00 – 16.00

Funding may be used for 3 hours (free offer for 15 hours)

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

Full Day 8.45 – 16.00

Funding may be used for 6 hours, fees will be payable for 1 hour and 15 minutes.

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

Extended funding for 30 hours, free offer: 10.00 – 16.00

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

Offered over 38 weeks per year, term time only.

Registration fee received:

Yes ☐

Chargeable contract

No ☐

Fully funded, free offer

Is your child eligible for Free for 2, 3 & 4 year old universal funding, or extended funding?

Yes ☐

Please specify:

Your child's key person will be:

The settings Special Educational Needs Coordinator is: **Denise Traylor**

The settings Designated Child Protection Officer is: **Isabel Harvey**.

If you have any concerns regarding these issues, please feel welcome to speak to the above named persons, as well as the setting Manager and Teacher: **Isabel Harvey**

Acceptance of our offer of a childcare and early education 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 and early education 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 [name of provider], 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 Hersden Under 5's Project:

Signed

Date

Name

Role (Manager, Supervisor, Key
Person, Practitioner)