6.6 Childcare terms and conditions

Stowey Bears Preschool's Terms and Conditions

The document and the terms and conditions within it govern the basis on which Stowey Bears Preschool (referred to here as 'we' or 'our') 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:

Stowey Bears
Mill Close ,Nether Stowey, Bridgwater, TA51NX
Registered Charity Number: 1023538
Telephone: 01278734636
Email: stoweybearspreschool@hotmail.com
Ofsted URN: EY409802
Insured by:
Insurance policy number:

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/My] 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 [number of weeks] weeks per year.

OR

[We/I] will offer your child a place consisting of between [min hours] and [max hours] hours per week. The hours of childcare provided may vary from week to the next, You will need to provide [us/me] with your weekly schedule at least [insert number of days] days in advance.

[Term/holiday] dates: _____

[We are/I am] [open and providing childcare/closed] on bank holidays.

Deposit received Yes □ No □ First payment due [insert date]

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/My] obligation to you

1.1 [We/I] 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 If you do not then the offer of a place may be withdrawn. Once you have confirmed the place, a deposit payment will be required to hold the place for your child. The monetary value of the deposit will be published as part of [our/my] schedule of fees which can be obtained on request. [The deposit will be returned upon payment of the final invoice at the end of your child's attendance at [our/my] provision/The deposit will be taken off the amount of the final invoice at the end of your child's attendance].

1.2 [We/I] will provide the agreed childcare facilities for your child at the agreed times (subject to any days when [we are/I am] closed). If [we/I] change the opening hours, [we/I] will give you as much notice of [our/my] decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.

1.3 [We/I] 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 given to you at the point of registration.

1.4 [We/I] will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.

1.5 [We/I] will notify you as soon as possible of any days [we/I] will be closed.

1.6 [We/I] will treat your child with the utmost respect and dignity. [We/I] will never use or threaten any type of punishment that could adversely affect a child's wellbeing.

1.7 [We/I] will provide you with regular verbal updates as to your child's progress and [we/I] will agree times to discuss with you the progress of your child or any other aspects of [our/my] childcare services as and when required.

1.8 [We/I] will comply with the requirements of the Early Years Foundation Stage and [our/my] Ofsted registration in regards to the childcare services [we/I] provide for your child.

1.9 [We/I] will provide you with details of our policies and procedures, which outline how [we/I] satisfy the requirements of the EYFS in [our/my] everyday practice; and [we/I] will notify you as and when any changes are made to [our/my] policies and procedures. [We/I] will be available to discuss or explain [our/my] policies and procedures, and/or any relevant changes, at a mutually agreed time.

1.10 [We/I] will maintain appropriate insurance to cover our childcare activities.

1.11 [We/I] will try to make a place available to any of your other children. However, [we/I] cannot guarantee that a place will be available.

2.0 Your obligation to [us/me]

2.1 You will need to complete and return [our/my] *Application to Join* and *Registration Form* to [us/me] before your child can start with [us/my].

2.2 You must notify [us/me] immediately of any changes to the information you have provided to [us/me] and keep [us/me] informed of any other necessary information that may affect the childcare that [we/I] 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/my] 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/me] at mutually agreed times.

2.6 You must immediately inform [us/me] 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/me] 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/I] will require proof of identity. If [we are/I am] not reasonably satisfied that the person collecting your child is who [we were/I was] expecting, [we/I] will not release your child into their care until [we/I] have checked with you.

2.8 You must inform [us/me] 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.

2.9 You will inform [us/me] as far in advance as possible of any dates on which your child will not be attending.

2.10 You will provide [us/me] with at least one month's 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. If you are ending this Agreement, notice must be given by completing our *Notification of Leaving Date* form which is available on request.

2.11 You must inform [us/me] if your child is the subject of a court order and provide [us/me] with a copy of such order on request.

3.0 Payment of fees

3.1 [Our/My] fees are based on a [weekly] fee that shall be notified to you in advance of your child starting ('[Weekly] Fee'). [We/I] may review these fees at any time but shall 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 this Agreement by giving [us/me] [one month's] notice, by completing [our/my] *Notification of Leaving Date* form which can be obtained from [our setting manager/me].

3.2 Fees must be paid on a monthly basis, in advance. [We/I] calculate the amount payable by you each month by multiplying the [Weekly] Fee by the number of weeks [we are/I am] open during the year and dividing the total number by 12. This will give 12 equal monthly payments. Fees apply 12 months of the year. Fees may be paid weekly, in advance, by special arrangement.

3.3 All payments made under the Agreement should be by standing order (or direct debit where the facility is available) unless payment by cash, cheque or debit/credit card is agreed with [us/me] in advance. All payment, regardless of method, shall be made by you monthly, in advance on the first day of each month (the due date). If payment is made by cash or debit/credit card, it is your responsibility to obtain a receipt as proof of payment. Late payments incur a late payment fee of £[insert reasonable fee]. [In addition, daily interest will be charged on all outstanding amounts at the rate of [3%] above the Bank of England base rate.]

3.4 If the payment of fees referred to in 3.3 is outstanding for more than 14 days then [we/I] may terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.

3.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and [we/I] have as a result provided you with additional childcare facilities, [we/I] will raise the applicable charges under a separate invoice for payment.

3.6 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. [We are/I am] closed on bank holidays and for [insert reasonable and agreed number] training days per year to support [our/my] continuing professional development for the benefit of children and families; no refund is given for this closure as this has already been taken into account when calculating your child's fees. [We/I] accept no liability for other costs which you incur if [we/I] are unable to provide childcare for any reason.

3.7 Where [we/I] offer a reduced fee rate after a child's birthday, that reduction will take effect from the first day of the following billing period.

3.8 In the event of late collection of your child, [we/I] reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis.

4.0 Suspension of a child

4.1 [We/I] may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.

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/I] do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by [us/me] 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/I] try to address these issues with you and external agencies as appropriate.

4.4 During any period of suspension for behaviour-related issues [we/I] 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/I] 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/me].

5.0 Termination of the Agreement

5.1 You may end this Agreement at any time, giving [us/me] at least one month's notice by completing the 'Notification of Leaving Date' form.

5.2 [We/I] 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 and you have not or cannot put right that breach within a reasonable period of time after [we/I]] have drawn it to your attention;

5.2.3 You behave unacceptably, as [we/I] do not tolerate any physical or verbal abuse or threats towards [staff/myself or my staff];

5.2.4 [We/I] take the decision to close. [We/I] 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/I am] able to offer your child is not sufficient to meet his/her needs. In these circumstances [we/I] will work with you, the local authority and other welfare agencies as per [our/my] procedures to identify appropriate support, at which point [we/I] may end this Agreement.

5.4 You may end this Agreement if [we/I] have breached any of [our/my] obligations under this Agreement and [we/I] have not or cannot put right that breach within a reasonable period after you have drawn it to [our/my] attention.

6.0 General

6.1 If [we/I] have to close or [we/I] take the decision to close due to events or circumstances beyond [our/my] control (e.g. extreme weather conditions) the [Hourly/Weekly] Fee will continue to be payable in full and [we/I] 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/I] would otherwise have been closed), [we/I] will credit you with an amount that represents the number of days closed in excess of three days.

6.2 If you have any concerns regarding the services [we/I] provide, please discuss them with [your child's key person/me]. [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/my] *Making a Complaint Policy*.

6.3 From time to time [we/I] will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of [our/my] curriculum and for children's individual development records. They are stored on [our/my] computer whilst your child is with [us/me]. The photographs are used for display and for your child's records within the setting. If [we/I] wished to use any image of your child for training, publicity or marketing purposes, [we/I] would always seek your written consent for each image [we/I] intend to use, as indicated on [our/my] *Registration Form*.

6.4 [We/I] 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/my] setting, or to ask you to collect your child if they become unwell whilst in [our/my] care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.

6.5 Whilst food and drink is provided on the premises, [we are/I am] 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. It is [our/my] usual practice to provide both a meat and vegetarian option. 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/I am suitably trained in the preparation and serving of food].

6.6 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and [our/my] *Confidentiality and Client Access to Records Policy*. [We/I] will always seek your consent where [we/I] need to share information about your child with any other professional or agency. [We are/I am] 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/I] do not share that information.

6.7 [On occasion, I may leave your child in the sole care of one of my childminding assistants. This will only ever be for short periods of up to two hours where permission from parents has been obtained.]

7.0 This Agreement

7.1 [We/I] reserve the right to vary the terms and conditions contained in this Agreement

7.2 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/I] vary terms from time to time.

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

Acceptance of [our/my] 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/me] 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 [name of provision]:

Signed _____ Date _____

Name _____

Role (owner, director or trustee) _____