



10.4 Childcare and Early Education terms and conditions

Perranporth Pre-School's Terms and Conditions

The document and the terms and conditions within it govern the basis on which Perranporth Pre-school (referred to here as 'we'/'our'/'us') 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: Childs start date **Expiry date of agreement:** Childs Last day

Our details:

Perranporth Pre-school, Liskey Hill, Perranporth, Cornwall, TR60EU

Telephone: 01872 573205

Website: www.perranporthpreschool.co.uk

Email: perranporthpreschool@outlook.com

Charity Number 1025951

Ofsted URN: EY258057

Insured by: PLA Insurance policy number: RTT209838

Terms and conditions

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 If you fail to notify us then the offer of a place may be withdrawn.
- 1.2 We provide agreed childcare 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.
- 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 an application form and the *Childcare 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 Registration* form includes medicine consent and 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.
- 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 a person collecting your child is not usually responsible. 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.
- 2.8 You are required to arrive to your session times on time. Any late arrivals maybe turned away. Please call us if your are running late.
- 2.9 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.
- 2.10 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.
- 2.11 You should read our policies and procedures provided for parents - available for you at the setting.

3.0 Payment of fees

- 3.1 Our fees are based on a weekly fee 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 one term before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one month's notice, by completing our *Notification of Leaving Date* form which can be obtained from our setting manager.
- 3.2 Fees must be paid on a Monthly basis, in advance. We calculate the amount payable by you each month and will invoice you accordingly.
- 3.3 All payments made under the Agreement should be by standing order, bank transfer, or cash. Childcare vouchers are also accepted. All payment, regardless of method, shall be made by you monthly, unless otherwise agreed.
- 3.4 If the payment of fees referred to in 3.3 is outstanding we refer to our policy *Early Years Entitlement Funding and Fees*. Outstanding fees may result in this Agreement being terminated 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 have as a result provided you with additional childcare facilities, we will add the applicable charges to your 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 closed on bank holidays and for 5 training days per year to support our 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 accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.7 In the event of late collection of your child, we reserve the right to charge £20 for every 10 minutes, you are late.

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.
- 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 one month's 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 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 If your child's attendance falls below 60% we will issue a letter in regard to attendance, and offer support where applicable. If there is no improvements to attendance, we will follow up with another letter to parent/carer detailing any conversations with the dates and inform them that if their place is not used by the agreed return date, it will no longer be available.

5.5 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 General

6.1 If we close or take the decision to close due to events or circumstances beyond our control such as extreme weather conditions, the weekly fee will continue to be payable in full. We will be under no obligation to provide alternative childcare to you. However, if the closure exceeds three consecutive days in duration (excluding any days when we would otherwise be closed), we 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 about the childcare 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.

6.3 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.

- 6.4 While 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. We provide a meat and vegetarian option. Every effort is made to follow recommended food preparation guidance and to ensure that all setting staff involved in the preparation and serving of food are suitably trained.
- 6.5 Normally we will 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.
- 6.6 We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.
- 6.7 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.
- 6.8 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 agree to permission 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.