

# **Orchard Pre-School**

## **Childcare Terms and Conditions**

This document and the terms and conditions within it ('this Agreement') govern the basis on which Orchard 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 academic year September 2021 – July 2022**

### **Our details:**

Orchard Pre-School

St Andrew's Church

Beaulieu Road

Dibden Purlieu

Southampton

SO45 4PT

Telephone number: 07906 150043

Email address: orchardpre-school@outlook.com

Website: orchardpreschool.co.uk

OFSTED URN: 109719

## **TERMS AND CONDITIONS**

### **1.0 Our obligations to you**

- 1.1** 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 If you do not then the offer of a place may be withdrawn.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, we 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) (GDPR) when collecting and processing information about you and your child. We explain how your data is processed, collected and kept up-to-date in our *Privacy Notice* which is given to you at the point of registration.
- 1.4 We will try to accommodate any requests that you make for additional sessions.
- 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
- 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 ('EYFS') 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 obligations to us**
- 2.1 To register your interest in a place with us for your child you will need to complete and return an initial *Application to Join*. We can provide you with a copy of our *Admissions Policy*.
- 2.2 If a place is offered you will be asked to complete and return to us a *Registration Form* and read the *Terms and Conditions* before your child can start with us.
- 2.3 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.
- 2.4 The *Registration Form* includes medicine consent and emergency treatment authorisations which you need to complete prior to your child attending.

- 2.5** You will read and abide by our policies and procedures.
- 2.6** You will make yourself available as and when required to discuss the progress of your child or any other factor relating to their childcare place with us at a mutually agreed time.
- 2.7** 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.
- 2.8** 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 then we will require proof of identity. 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.
- 2.9** You must inform us immediately if you are unable 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. We are not insured to provide childcare beyond the opening hours of the setting and for this reason a late collection charge will be applied if you are unable to collect your child within 15 (fifteen) minutes of the end of a session; 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 half a term'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 the half term 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.
- 2.12** 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 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 half a term before it takes effect. If you do not wish to pay the revised fee, you

may end this Agreement by giving half a term's notice, by completing our *Notification of Leaving Date* form which can be obtained from the pre-school.

- 3.2** Fees must be paid in full before the start of each half term. We calculate the amount of weeks we are open in that half term, multiply by the number of hours for which your child is expected to be in attendance and finally multiply that figure by our hourly rate of £6.50 (six pounds and fifty pence), which will give us the cost for the half term.
- 3.3** Depending on availability, we may be able to offer ad hoc hours. These additional hours will be charged at our hourly rate of £6.50.
- 3.4** We will issue an invoice to you and the fees calculated in that invoice must be paid in full within twenty-eight (28) days. Special arrangements can be made for parents/carers who need to pay by weekly or monthly instalments upon request and agreement of a payment plan. Payment must nevertheless be paid in full before the start of each half term. Please speak to the Manager to discuss this before payment is due to avoid a Late Payment Fee (see clause **3.5**).
- 3.5** All payments made under this Agreement should be paid by bank transfer, cash, cheque, company childcare vouchers or the tax-free childcare scheme. All payment, regardless of method, shall be made by you in full by the start of each half term. Late payments incur a Late Payment Fee of 10% (ten per cent) of the outstanding balance.
- 3.6** If the payment of any fees referred to in this clause **3** is outstanding for more than 14 (fourteen) days after becoming due then we may terminate this Agreement by giving you 14 (fourteen) days' notice in writing. Upon termination of this Agreement, your child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.
- 3.7** 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 raise the applicable charges under a separate invoice for payment. The fee for late collection is £5.00 (five pounds) per additional 15 (fifteen) minutes.
- 3.8** 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 (five) training and planning days per year to support our continuing professional development for the benefit of the 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.

- 3.9** In the event of late collection of your child, we reserve the right to charge for each additional 15 (fifteen) minutes, or part thereof, on a pro rata basis. Please see the fee stated in clause **3.7** above.

**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 to the other, 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. We would always endeavour to work with you to find the best solution for your child.
- 4.4** If your child is suspended part way through a half term, under the conditions stated in clause **4.3**, we shall give you credit for any fees you have already paid for the remaining part of that half term, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

**5.0 Termination of this Agreement**

- 5.1** You may end this Agreement at any time, giving us half a term'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 child's 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 our 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 insufficient to meet his or 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 General**
- 6.1** Placement is offered over 38 weeks per calendar year (Term time only – September to July)
- 6.2** We are closed on bank holidays and inset days. There are five inset days throughout the year, you will be notified of these days which can also be found on our website.
- 6.3** If we have availability, we admit new children every month once they reach the age of 2 years and 9 months (two years and nine months). Any child over this age will not be admitted to our setting unless we have availability with no waiting list.
- 6.4** The sessions allocated to your child will apply for the whole of that academic year (September to July).
- 6.5** If you wish to change your sessions, a *Change of Sessions Request* form must be completed a full half term in advance, once a properly completed form is received by the manager your child will be placed on a waiting list and you will be notified if a space becomes available.
- 6.6** We will monitor attendance in line with school attendance policy. If attendance falls below 90% (ninety per cent), a child is classed as persistently absent. We will work with you to seek a sustained improvement in your child's attendance. If your child's attendance does not improve, we have the right to reduce your child's sessions with immediate effect or to terminate this Agreement in accordance with clause **5.2.2**.
- 6.7** If we have to close or we take the decision to close owing to events beyond our control (for example, extreme weather conditions) fees will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. If the closure exceeds 3 (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 3 (three) days.
- 6.8** 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 (or in her absence the Deputy Lead Practitioner). Your satisfaction with the services provided is paramount and any concerns or complaints will be dealt with in line with our *Complaints Policy*.

- 6.9** We regularly take photographs 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 tablets and/or laptops whilst your child is with us. The photographs are used for display within the setting and for your child's records within the setting. To comply with data protection legislation, we will require your permission before we can take photographs of your child which we intend to use, as indicated in our *Registration Form*. If we wish to use any image of your child for training, publicity or marketing purposes, we will always seek your prior written consent for each image we intend to use, as indicated on our *Registration Form*.
- 6.10** We reserve the right to refuse to admit your child if they have a temperature, sickness, 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 accordance with our *Supporting Children with Medical Conditions* policy.
- 6.11** Whilst food and drink are provided on the premises, we are not a commercial kitchen and we 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 in the preparation and serving of food.
- 6.12** Any personal information you supply to us will be collected, stored and used in accordance with the principles of the GDPR and our *Data Protection Policy*. We will always seek your consent when we need to share information about your child with any other professional or agency, unless we are advised it is deemed that this may endanger the child. We are required by law to override your refusal to give consent only in specific circumstances when the child or someone in the family may be in danger if we do not share that information. Please see our *Privacy Notice*.

## **7.0 This Agreement**

- 7.1** We reserve the right to vary the terms and conditions 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 vary terms from time to time.

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