

10.13 Childcare terms and conditions

Langdale Pre-School CIO: Terms and Conditions

The document and the terms and conditions within it govern the basis on which Langdale Pre-School CIO (referred to here as 'we') 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:** _____

Our details:

Langdale Pre-School CIO

Charity registration number: 1174908

Langdale Pre-School CIO, St. Vincent's Catholic Primary School, The Ridgeway, Mill Hill, London NW7 1EJ

Telephone: 0208 959 7427

Email: langdalepreschool@hotmail.co.uk

Ofsted URN: EY556071

Insured by: Early Years Alliance

Insurance policy number: RTT209840

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. Term dates, including holidays are provided in your Welcome Pack and available on request.

Deposit received Yes No First payment due:

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 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 If you do not do so, the offer of a place may be withdrawn. Once you have confirmed the place, a payment of 25% of the term's fees will be required to hold the place for your child. If payment is not made by the date requested, the offer of a place may be withdrawn.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 and kept up-to-date in our Privacy Notice which is given to you in your Welcome Pack when your child starts.
- 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 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.

2.0 Your obligation to us

- 2.1 You will need to complete and return our *Application* and *Registration* forms 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 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.
- 2.8 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 for persistent late collections and you will be notified of this.
- 2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.10 You will provide us with at least six week's notice of your intention to decrease the number of hours your child attends. If you wish to withdraw your child, you must complete a *Notification of Leaving Form* and provide us with at least one term's notice. If insufficient notice is given, you will be responsible for the full fees for your child for one term from the date of notice.
- 2.11 Please note that if your child's place is funded by the local authority, your child is allowed a maximum of 10 days absence per term (including sickness). Therefore, holidays must be taken within the designated pre-school holidays (see term dates).
- 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 a termly 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 the term before it takes

effect. If you do not wish to pay the revised fee, you may withdraw your child, giving us one term's notice and completing our *Notification of Leaving Date* form which can be obtained from our manager.

- 3.2 We require advance payment of 25% of a term's fees prior to your child starting with us. If your child is receiving a fully funded place, we require a refundable deposit of 25% of the cost of that place for the term. Once your child has started, this deposit will be refunded to you within 6 weeks. If, after paying your deposit for a funded place, you decide not to send your child, your deposit will automatically become non-refundable.
- 3.3 Fees must be paid on a half termly basis, in advance.
- 3.4 All payments made should be by direct bank transfer or cash as detailed on invoices. All payment, regardless of method, shall be made by you at the beginning of each half term, in advance on the specified date. When payment is made by direct bank transfer, we request that you email to confirm payment. Late payments may incur a discretionary late payment fee.
- 3.5 If the payment of fees referred to in 3.3 is outstanding for more than 14 days then we 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.
- 3.6 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.
- 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 are open term time only and are always closed on bank holidays and during our holiday times. We are closed for 5 INSET training days per year to support the continuing professional development of all staff 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.
- 3.8 In the event of late collection of your child, we 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 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 wellbeing 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 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 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 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 have to close or we take the decision to close due to events or circumstances beyond our control (e.g. 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 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.

6.2 If you have any concerns regarding the services that we provide, please discuss them with your child's key person in the first instance. 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 *Making a Complaint Policy*.

6.3 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 encrypted 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 images that we intend to use, as indicated on our *Registration Form*.

6.4 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*.

6.5 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 *Confidentiality 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.

7.0 This Agreement

7.1 We 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 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 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 acceptance of a childcare place with Langdale Pre-School CIO 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 Langdale Pre-School CIO, 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 Langdale Pre-School CIO:

Signed _____ Date _____

Name _____

Role (manager or trustee) _____