A logo for a school

Description automatically generated

**09.1d Childcare and early education terms and conditions (including charging policy)**

**Hemblington Pre School Terms and Conditions**

This document and the terms and conditions within it govern the basis on which Hemblington Pre-School (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.

**Our details:**

Hemblington Pre-School

Registered Charity No: 1042639

Telephone: 01603 712616

Mobile: 07716 869506

Email: [hemblingtonpreschool@gmail.com](mailto:hemblingtonpreschool@gmail.com)

Ofsted URN: 254107

Insured by: Morton Michel

Insurance policy number: 7558

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Your details:**   |  |  | | --- | --- | | **Full name of parent / guardian (1)** |  | | **Address** |  | | **Telephone: Landline** |  | | **Telephone: Mobile** |  | | **Email address** |  | |
| |  |  | | --- | --- | | **Full name of parent / guardian (2)** |  | | **Address** |  | | **Telephone: Landline** |  | | **Telephone: Mobile** |  | | **Email address** |  |  |  |  | | --- | --- | | **Full name of child** |  | | **Child’s date of birth** |  |   **Our offer for a childcare and early education place for your child:**   |  |  |  |  | | --- | --- | --- | --- | | Expected start date of child’s place |  | | | | Settling in period |  | | | |  | Tuesday | Wednesday | Thursday Friday | | Agreed times of attendance |  |  |  | | Total daily hours  (offered over 38 weeks per year) |  |  |  |   **2024-2025 Term Dates**  Autumn Term : 4th Sept 2024 – 19th Dec 2024  Spring Term : 7th Jan 2025 – 3rd Apr 2025  Summer Term : 23rd Apr 2025 – 17th Jul 2025 |
| We are closed on bank holidays.  First payment due on: |
| Details of any other funding provided by other third parties (e.g. employers childcare vouchers): |
|  |

**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.**

# 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. We provide agree 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 any changes to your child’s hours of attendance.
  2. A registration fee is not charged.
  3. We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare and early education.
  4. We will notify parents as early as possible when the setting will be closed.
  5. We will provide you with regular updates about your child’s progress.
  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.
  7. Any funding entitlement claimed beyond the notice period is transferrable to your new childcare provider, via the local authority where the funding criteria is met. Where a child leaves the setting before the end of the agreed notice period, we will seek authorisation from the local authority to claim any funding applicable to your entitlement up to the end of the notice period, together with any additional fees which formed part of your childcare arrangement.

# Your obligation to us

* 1. You are required to fully complete and return the *Childcare and Early Education Registration* form to us before your child can start.
  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.
  3. The *Childcare and Early Education Registration* form includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends.
  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.
  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.
  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. If you fail to collect your child by the official collection time, and have not contacted us regarding this, and we have reason to be concerned about your child's welfare, we will contact the local authority.
  7. You are required to inform us as far in advance as possible of any dates when your child will not be attending.
  8. You are required to provide a half term’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 the half term from the date of notice. If you would like to end this Agreement, please speak to the setting manager.
  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.
  10. You should read our policies and procedures provided for parents - available for you at the setting.

# Charges and payment of fees

* 1. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare only. It is not intended to cover the cost of meals, consumables, additional hours, or additional services.
  2. No deposit is required to hold the entitlement place. The entitlement place is offered free. Parents will not be charged a ‘top up’ fee to recoup the difference between the amount received from the local authority and the current hourly rate.
  3. Before your child starts, we will notify you of the payment required. Fees are reviewed annually but can be reviewed at any time if deemed necessary. Families will be given at least 6 weeks notice in writing to inform them of any change and given the opportunity to discuss their options with the setting manager or Chairperson.
  4. If you do not wish to pay the revised fee, you may end the Agreement by giving us a half term’s notice.
  5. All families will be issued an invoice half termly in advance unless the balance equals zero. The payment term is within 7 days.
  6. The invoice will be itemised to provide clear and transparent information concerning the charges, as agreed in the childcare arrangement. It will allow parents/carers to see that the funded entitlement is received completely free of charge and understand additional feeds that have been applied.
  7. Fees are required to be paid half termly in advance. Discounted rates do not apply to funded places or part-funded places. Additional hours, including those not funded by the local authority, will be charged at the current hourly rate.
  8. The current hourly rate is £6.00.
  9. Charges for additional services such as trips will be agreed in advance with families.
  10. We do not currently charge for consumables. We reserve the right to implement a consumable charge. The consumable charge will be charged at £1.00 per funded child, per 3 hour session. The consumable charge contributes to the provision of snacks, toiletries and personal care products.
  11. If you are unable to pay these charges, please speak with the setting manager or Chairperson to discuss the alternative options available. The alternative options include waiving or reducing costs; families to supply snacks; families to supply toiletries and personal care products.
  12. Families must provide a packed lunch for their child attending during lunch.
  13. Where a time lapse has occurred between the point of enquiry and their child’s start date, families should check that the information shared about funding and fees remains current so that any applicable charges can be checked and finalised before the childcare arrangement is formalised.
  14. The funded entitlements will be delivered consistently so that all children accessing any of them will receive the same quality and access to provision, regardless of whether families opt to pay for optional hours, services, meals or consumables.
  15. All payments made under this Agreement should be made by bank transfer, cheque or childcare vouchers. Cash payment is available where agreement in advance has been made with the Treasurer and Chairperson. All payment regardless of method shall be made by the parent/guardian half termly, in advance, by the due date required. If the payment is made by cash, it is your responsibility to obtain a receipt from the Treasurer or Chairperson as proof of payment.
  16. If the invoice is not paid within the required time, a fees reminder will be sent by email and a hard copy issued at a short meeting arranged with the parent. At this point a payment plan will be discussed and confirmed. If no payment is received within a further 7 days, parents may be asked to withdraw their child from the group.
  17. If you are experiencing financial hardship please speak to the Chairperson, Treasurer or setting manager, who will always try to be as accommodating as possible. In extreme cases, legal action will be taken to recover the amount owed.
  18. If a child’s place is withdrawn due to non-payment of fees, the pre-school has the right to refuse a place to younger siblings until outstanding fees are settled. Outstanding debts will be collectible for a period of six years after the debt is accrued. Children in receipt of the free Early Education entitlement will not be able to access additional fee-paying hours until any outstanding fees are settled.
  19. If you require additional sessions, we will inform you of the extra amount payable and add these additional charges to your regular fees.
  20. No refund will be given for periods when children do not attend a session due to illness unless the child is admitted and stays in hospital. Two weeks holiday can be taken without charge throughout the course of the year. Notice is required in advance and the time must be taken in weekly / fortnightly blocks.
  21. Please note that we are closed on bank holidays.

# Suspension of a child

* 1. We may suspend providing childcare and early education to your child at any time if you fail to pay any fees due as referenced in 3.16.
  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. This takes effect on receipt of the notice.
  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 childcare and early education while we try to address these issues with you. It may also be necessary to share our concerns with other external agencies as appropriate. The decision to suspend your child will be made with the agreement of Hemblington Pre-School Committee.
  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.
  5. If your child is suspended part way through the month, under the conditions stated in clause 4.3, we will 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.

# Termination of the Agreement

* 1. You may end this Agreement at any time, by giving us at least one half term’s notice.
  2. We may immediately end this Agreement if:
     1. You fail to pay your fees.
     2. 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.
     3. You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards staff or other parents.
     4. We take the decision to close. We will give you as much notice as possible in the event of such a decision.
  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.
  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.

# General

* 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 and early education 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.
  2. 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.
  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.
  4. Snacks and drinks are provided. 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.
  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.
  6. 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.
  7. 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.
  8. We reserve the right to vary the terms and conditions contained in this Agreement giving at least one half term’s notice.
  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.
  10. Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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 Hemblington Pre-school, you and the guarantor.  A copy of this completed and signed agreement 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 Hemblington Pre-School: | | | | | | | | | | | | | | |
| Signed |  | | | | | | | | | | | | Date |  |
| Name |  | | | | | | | | | | | | | |
| Role | | | | | | |  | | | | | | | |