

## 09.1d Childcare and early education terms and conditions

### South Moreton Pre-School Terms and Conditions

This document and the terms and conditions within it govern the basis on which South Moreton 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:

South Moreton Pre-School  
Charity Registration No. 294754  
High Street, South Moreton, Didcot OX11 9AG  
Telephone: 01235-819657  
Email: southmoretonpreschool@googlemail.com  
Ofsted URN: 133717  
Insured by: Early Years Alliance

#### 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 and early education place for your child:

Expected start date of child's  
place

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Settling in period Is usually one month

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South Moreton Pre-School sessions run Monday to Friday on a termly basis in line with South Moreton Primary Schools calendar:

Wrap-Around 8am-9am

AM Session 9am-12pm

Lunch 12pm-1pm

PM Session 1pm-3pm

We are closed on bank holidays.

Registration Fee 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)

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## 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.

### 1.0 Our obligation to you

- 1.1 Once we receive your completed 09.01c Childcare and early education registration form, together with the registration fee and the 09.01f Booking Sessions Form, we will inform you whether your application for a place has been successful. Upon receiving our notification, you must return a signed copy of 09.01d Childcare and early education terms and conditions within two weeks. If you do not, then the offer of a place may be withdrawn and the registration fee will be non-refundable to you. The monetary value of the registration fee is published as part of the 09.01e Schedule of Fees Policy. This contract will come in force the moment you return the signed contract to us and your Registration Fee has been received. If you cancel your registration with us before your child starts their confirmed place at our preschool, the registration fee will also be non-refundable.

- 1.2 We provide agreed childcare facilities and early education 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 reasonably 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, 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 you may make for additional sessions 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 as specified in our 09.12 Promoting Positive Behaviour Policy, we will never use 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 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 The details of our policies and procedures will be published on our webpage or a hard copy is available in the pre-school setting, which outlines 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 obligation to us**

- 2.1 As part of this contract it is required that you complete and send to us the 09.01c Childcare and early education registration form and pay our Registration Fee. The Registration Form includes all medical information regarding your child and consent forms for Accident Procedures, Permission to go outside the pre-school, Application of Sun Cream, Permission to photograph your child for their learning journey folder and Tapestry Online Learning Journey and/or use of your child's photographs on our webpage/Facebook pages, which all need to be signed.
- 2.2 You must notify us immediately of any changes to the information you have provided to us in the Registration Form and keep us informed of any other changes that may affect the childcare that we provide for your child or other children.
- 2.3 As part of your registration process, we will ask you to complete our 09.01f Booking Sessions Form for the full year sessions.
- 2.4 By agreeing to this contract you will read and abide by our policies and procedures. The details of our policies and procedures are published on our webpage or a hard copy is available in the pre-school setting.
- 2.5 You will provide us with at least 4 weeks notice prior to the end of the current term of your intention to decrease the number of hours your child will be attending following or subsequent terms 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 duration of the following term. If you are ending this Agreement, notice must be given by completing our 09.01g Notification of Leaving form. A copy of this can be found on our webpage or available on request.
- 2.6 You will provide us with at least 4 weeks notice prior to the end of the current term of your intention to increase the number of hours your child will be attending following or subsequent terms. The request may be granted depending on available places and staff:child ratio. Booking of extra ad-hoc days may be acceptable if the pre-school finds it feasible and will be charged on your next invoice.
- 2.7 In order to plan for suitable staff:child ratio we are unable to accommodate swapping of days during the current term. However, that might be possible for the following term, depending on availability of free places, and needs to be discussed with the manager at least 4 weeks before the end of the current term. A request with insufficient notice may be considered on the manager's discretion.

- 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 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.
- 2.9 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 may be applied; please refer to the current 09.01e Schedule of fee policy for details. You are expected to abide by the sessions times booked as early drop off and late pick up can affect the staff:child ratio. 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 authorities.
- 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 must immediately inform us if (to your knowledge) 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 significant risk to other children during normal daily activities.
- 2.12 You will make yourself available at mutually agreed times to discuss the progress of your child or any factor relating to their childcare place with us.
- 2.13 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; please refer to the current 09.01e Schedule of fees policy for details. Please note the 2 year old rate applies until the term after your child turns 3 years of age. We may review these fees at any time but shall inform you of the revised amount at least 4 weeks before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 4 weeks notice, by completing our 09.01g Notification of Leaving form. A copy of this can be found on our webpage or available on request.
- 3.2 Fees must be paid in advance on a termly basis. Fees should be paid in full, (or weekly by special arrangement agreed with us).

- 3.3 We accept payments made under the Agreement by BACS to our bank account (our bank details can be found on our invoice) or childcare vouchers. All payments, regardless of method, shall be made by you in advance, termly by the due date as indicated on our invoice. Late payments will incur a late payment fee; In addition, daily interest may be charged on all outstanding amounts at the rate of 3% above the Bank of England base rate. Please refer to the current 09.01e Schedule of fees policy for details.
- 3.4 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.
- 3.5 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 raise the applicable charges on your next invoice. Please see our 09.01e Schedule of Fees Policy for late collection of your child's fees, and our ad-hoc session fees.
- 3.6 No refund will be given for periods where the place is unfulfilled due to illness or holidays. Our pre-school calendar is published on our webpage or can be obtained on request.

#### **4.0 Suspension of a child**

- 4.1 We may suspend providing childcare and early education to your child at any time, with reasonable notice, if you fail to pay any fees due.
- 4.2 If the period of suspension for non-payment of fees exceeds 4 weeks, either of us may terminate this Agreement by giving written notice. This takes 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 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 the trustees.
- 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 term, 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 term. 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, by giving us at least 4 week's notice by completing the 09.01g Notification of Leaving form. This can be found on our webpage or can be obtained on request.
- 5.2 We may end this Agreement with 14 days notice :
- 5.2.1 You fail to pay your fees.
  - 5.2.2 You breach any of your obligations under the Agreement (we will bring this breach to your attention) and you have not or cannot put right that breach within a reasonable period of time.
  - 5.2.3 You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards staff or other parents.
  - 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 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.
- 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 in a reasonable period after you draw 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, flooding, medical emergencies, health pandemic and other types of critical incident, the hourly fee will continue to be payable in full due to the continued operational costs and we shall be under no obligation to provide alternative childcare and early education to you. Invoices for future term fees will not be issued if the pre-school is continuously closed, but invoices already issued will stay payable in full.
- 6.2 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.
- 6.3 From time to time we may take images or video of the children who attend. These images or video's are used for on-going recording of our curriculum and for the children's individual development records. They are stored on our computer whilst your child is with us. The images/videos are also used for displays in the setting and they could be used on our webpages/Facebook or Online Learning Journey 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 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhea 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 04.05 Poorly children policy.
- 6.5 Whilst 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. It is our usual practice to provide both a meat and vegetarian option. Following our 05.01 Promoting inclusion, equality and valuing diversity, cultural or religious preferences are respected and we will seek to meet individual needs where they can reasonably be accommodated. 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.
- 6.6 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 07.02 Confidentiality, recording and sharing information and 07.03 Client Access to Records Policies. 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.
- 6.7 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.
- 6.8 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.

## **7.0 This Agreement**

- 7.1 We reserve the right to vary the terms and conditions contained in this Agreement giving at least 4 weeks' notice.
- 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 the 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.
- 7.4 By signing these 09.01d Childcare and early education terms and conditions, you accept the place offered to your child in the pre-school.



**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 South Moreton Pre-School, you and the guarantor.

An electronic copy of this completed and signed contract will be provided to you.

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 South Moreton Pre-School

Signed

Date

Name

Role