# Childcare terms and conditions (Updated November 2023)

## **Meppershall Pre School Terms and Conditions**

This document and the terms and conditions within it govern the basis on which Meppershall 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.

#### Our details:

Meppershall Pre School

Registered Charity Number: 1031913

Meppershall Pre School, Meppershall Village Hall, Walnut Tree Way, Meppershall, Bedfordshire, SG17

#### 5AB

Telephone: 01462 850660 Mobile: 07816 357159Email:

meppershallps@gmail.com

Ofsted URN: EY551988

Insured by: Royal & Sun Alliance Insurance Limited

Insurance policy number: RTT209838

## Childcare terms and conditions

The following terms and conditions govern the basis on which we agree to provide childcare services to you.

#### 1. Our obligation to you

We will inform you as soon as we know whether your child's registration has been successful. You
are required to confirm that you still wish to take up a place within one week of receiving notification
& invoices for refundable deposit to secure your child's place.

If you fail to confirm your child's place with us or send payment of the deposit to secure your child's agreed sessions, then the offer of a place may be withdrawn. The deposit is refunded on payment of the final invoice at the end of your child's attendance at the setting. Please note your child's deposit will be taken on completion of the registration form. If you fail to take up a place, an administration fee will be charged.

- 3. 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.
- 4. The preschool is open for 190 days of the year and opens in line with Meppershall Church of England Academy.
- 5. Opening times are Monday Friday 09.00-15.00 term time only.
- 6. Morning sessions include a healthy snack (for charges see fee schedule) and afternoon sessions include milk free of charge.
- 7. Swapping sessions is not something we can accommodate. However, we will try to accommodate any requests you may make for additional sessions.
- 8. We will notify parents as early as possible when the setting will be closed.
- 9. We will provide you with regular updates about your child's progress via our management system.
- 10. We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.
- 11. Meppershall Preschool operate a 'minimum number of sessions' policy to ensure your child/children settle into the routine and gain maximum benefit from their time here. The minimum is 2 sessions/1 full day.
- 12. Meppershall Preschool does not accept responsibility for accidental injury or loss of property. We maintain the insurances required by law, copies of which can be seen at the setting.
- 13. If your child falls ill during a session, a member of staff will contact the parent/guardian. If your child is suffering from a contagious illness your child should not be brought to preschool until the illness has passed. In the case of a sickness bug your child should be kept away from the setting for 48

hours after the last episode. Parents/guardians are required to inform the preschool if your child is absent for any reason and in particular due to illness. If your child is not attending a session the parent/guardian must notify the preschool by 9.15am for a morning session's absence or by 12.15pm for an afternoon session's absence. Absence can be notified via your EYlog app.

#### 1. Your obligation to us

- 2. You are required to fully complete and return the registration form and attend an induction with us before your child can start.
- 3. Refundable deposits are payable for all children to secure their sessions with us, except for those eligible for 2-year-old funding. If you are eligible for 2-year-old funding, then the 2-year-old code must be shared with the setting at registration to ensure validity.
- 4. Eligible 2-year-old funded children also require a code, this is the responsibility of the parent/carer to obtain prior to the child's start date. If the code is not available by the child's start date or the child is not eligible, then the fees are chargeable to the parent /carer.
- 5. We will periodically send you a child profile form where details can be amended, however, 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.
- 6. The registration form includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends.
- 7. 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.
- 8. 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 and a security password 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.
- 9. 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.
- 10. You are required to inform us as far in advance as possible of any dates when your child will not be attending. Fees will still be chargeable during absence periods.

- 11. We enforce a 4 Week notice period of your intention to decrease the number of hours yourchild 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 4- weeks from the date of notice. If you would like to end this Agreement, please speak to the setting manager.
- 12. 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.
- 13. You should read our policies and procedures provided for parents available for you on our website <u>https://meppershallps.co.uk/</u>
- 14. Parents will be required to declare their eligibility for funding on a termly basis. Forms will be provided by the preschool for completion. For those parents who claim 30 hours, it is your responsibility to ensure that these are kept up to date. Parents who fail to renew their codes in time, then become liable for payment of fees.
- 15. Children can attend from the term that follows their  $2^{nd}$  birthday.

#### 1. Payment of fees

- 2. Our fees are calculated by the hour and session, which is the full fee payable before applying any funded entitlements. You will receive an invoice on the first day of each term, with payment due within 10 working days. We may review the fees at any time but will inform you of the revised amount at least six weeks before it takes effect. If you do not wish to pay the revised fee, you may end the Agreement by giving us four weeks notice during term time.
- 3. Additional hours will be charged at the full rate and a revised invoice will be generated.
- 4. All payments made under this Agreement should be made by bank transfer, or credit / debit card. All payments must be made by the parent/guardian by the due date which will be clearly visible on the invoice. If the payment is made by debit/credit card, it is your responsibility to obtain a receipt from the setting as proof of payment.
- 5. Late payments will incur a late payment fee of £20.00 which will be charged in addition to your original invoice. In addition, a charge of £20.00 will be made for each occasion of re-presented payments and on the issue each late payment letter issued to you. If further action is required to recover unpaid fees, additional charges may be made in lieu of any costs of recovery incurred.
- 6. If the payment of fees referred to in 3.3 is outstanding for more than 7 days after the invoice due date, then we may terminate the Agreement and your child's place will be suspended. Once the contract has been terminated, the child shall cease to be admitted, and the notice of termination shall be regarded as a formal demand for outstanding monies.
- 7. If you require additional sessions these will be invoiced at full session charge and these must be

agreed with the setting manager.

- 8. If you have been unable to collect your child by the official collection time, unless in exceptional circumstances, we will inform you of the extra amount payable and add these additional charges to an invoice. **Please refer to current fee schedule.** In the event of late collection of your child a fee will be charged for the first 15 minutes and for every five minutes thereafter.
- 9. No refund will be given for periods when children do not attend a session due to illness or holidays. Please note that we are closed on bank holidays and our team has five training days per year. This helps support our team's continuing professional development which benefits the children and families. No refunds are given for these closures as they are already taken into account when setting fees.
- 10. Where we offer a reduced fee rate after a child's 3<sup>rd</sup> birthday, the reduction takes effect from the first day of the following billing period. Ie; child's birthday is April 24<sup>th</sup>, new 3-year-old rate takes effect from June, following the May half term holiday.
- 11. A sibling discount is applied to the youngest of 2 or more siblings on roll until that sibling reaches his or her 3<sup>rd</sup> birthday.
- 12. If you are in receipt of any funded entitlement such as two-year-old funding you will not be charged for the cheapest funded hours taken.\* If any part of your booking includes an extended session which is offered at a discounted price when compared to the cost of the sub-sessions that make up that extended session (for example where a full day session is priced at a discount compared to the cost of sessions which make up a full day) the funded entitlement will be applied to the full, undiscounted cost of the sub-sessions. Funded entitlement will normally be spread across the year.
- 13. Where your child is in receipt of funded early years entitlement and/or extended entitlement (additional 15 hours) the full weekly fee is payable during periods where the early years funding does not apply. We may also ask for additional information recorded on your child's registration form that will assist HMRC in making a decision about eligibility for certain entitlements.

#### 1. Suspension of a child's place

- 2. We may suspend providing childcare to your child at any time if you fail to pay any fees due.
- 3. 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.
- 4. 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 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 pre school leadership team, SENCO and management committee.

- 5. 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.
- If your child is suspended part way through the half 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 half term. This sum may be offset against any sums payable by you to us.

#### 1. Termination of the Agreement

- 2. You may end this Agreement at any time, by giving us at least six weeks term time notice.
- 3. We may immediately end this Agreement if:
  - 3.1. You fail to pay your fees.
  - 3.2. 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.
  - 3.3. You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards staff or other parents.
  - 3.4. We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 4. 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. 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.

### 1. General

- 2. If we close or take the decision to close due to events or circumstances beyond our control such as extreme weather conditions, fees 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.
- 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.
- 4. 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.

- 5. Snacks are provided on the premises during morning sessions and we cater for the individual dietary needs of every child. 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. We do not provide lunches for the children, these must be provided by parents / carers and guidance on healthy lunches will be provided.
- 6. 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. 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.
  - 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.
- 7. We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.
- 8. 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.
- 9. Acceptance of a place will be deemed as acceptance by you of these terms and conditions.
- \* For an illustrative example of the sessions you require, please discuss with your manager.

DISCLAIMER: There are CCTV camera's operating in the preschool outside play area. These are managed and monitored by the authorised personnel on the Meppershall Village Hall Committee.

Please note that on signing and agreeing to the Terms and Conditions, your signature will also be used to confirm that you have acknowledged the above disclaimer.