



Ferring Funtime Community Pre-school

09.1d CHILDCARE TERMS AND CONDITIONS

The document and the terms and conditions within it govern the basis on which Ferring Funtime Community 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: _____ **Expiry date of agreement:** _____

Our details:

Ferring Funtime Community Pre-school

Registered Charity No. 1023780

Fledglings Lodge, Ferring C of E School, Sea Lane, Ferring West Sussex, BN12 5DU

Telephone: 01903 245907

Email: officeadmin@ferringfuntime.org.uk

Ofsted URN:113481

Insured by: Early Years Learning Alliance

Insurance policy number: RTT209837

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 over 38 weeks of the year (we are open term time only and closed on bank holidays):

Expected start date of child's place _____

Settling in sessions _____

Agreed hours:

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning (08.50 – 11.50)					
Lunch (11.50-12.50)					
Afternoon (12.50-15.20)					
Total daily hours					

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 If you do not, the offer of a place may be withdrawn. To confirm the place, a Registration Fee will be required to hold the place for your child. The monetary value of the Registration Fee will be published as part of our schedule of fees which can be obtained on request.
- 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, 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 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 updates about your child's progress.
- 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.

Please sign / initial

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- 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 obligation to us

- 2.1 You will need to complete and return our *Childcare registration form* 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 *Childcare 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; 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.
- 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 weeks’ 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 six weeks 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. If you would like to end this agreement, please speak to the setting manager.
- 2.11 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.

Please sign / initial

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3.0 Payment of fees

- 3.1 Our fees are based on a hourly rate which is the full fee payable before applying any funded entitlements. Before your child starts, we will notify you of the payment required. We may review the fees at any time but will inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end the Agreement by giving us 6 weeks notice by completing our *Notification of Leaving Date* form which can be obtained from our office administrator.
- 3.2 Fees must be paid on a monthly basis, in advance. Invoices are raised before the due date which falls on the first of each month. Additional hours will be charged at the full rate.
- 3.3 All payments made under the Agreement should be by bank transfer unless payment by cash or cheque or is agreed with us in advance. All payment, regardless of method, shall be made by you monthly, in advance on the first day of each month (the due date). If payment is made by cash or debit/credit card, it is your responsibility to obtain a receipt as proof of payment. Late payments incur a late payment fee of £20. In addition, a charge of £20 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.
- 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 under a separate invoice for payment. We reserve the right to charge a late collection fee of the current hourly rate for the first 15 minutes and every 15 minutes thereafter.
- 3.6 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; 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.
- 3.7 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. Parents / carers are responsible for ensuring that they qualify for funding entitlements and the extended hours must be applied for by the deadlines provided by HMRC. Failure to do so may result in chargeable sessions. Please note that funded hours are applied for once termly, any hours attended outside of the original terms claim are chargeable at our hourly rate.

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. 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

Please sign / initial

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necessary to suspend the provision of childcare whilst we try to address these issues with you. It may also be necessary to share our concerns with other 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. 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 six weeks' 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 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 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) the Hourly Fee 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 we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the manager. Your satisfaction with our service is very important to us and any concerns or complaints will be reported to management for review.
- 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 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 each image we intend to use, as indicated on our *Registration Form*.
- 6.4 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. As cross contamination cannot be ruled out, a risk assessment is

Please sign / initial

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conducted for children with any known allergies. Every effort is made to follow recommended food preparation and servicing of food are suitable trained in the preparation and serving of food.

6.5 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 situation, we may not seek consent prior to sharing information, or we may, in certain specified circumstances override a refusal to give consent.

6.5.1 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.

6.5.2 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.

6.6 We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.

6.7 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.

6.8 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 acceptable of a childcare 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 Ferring Funtime, 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: _____

Signed on behalf of Ferring Funtime

Signed _____ Date: _____

Name _____

Role _____

Please sign / initial

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