

Bagshot Community Pre-School Childcare Terms and Conditions

The agreement and the terms and conditions within it govern the basis on which Bagshot 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 proof of your child's identity, to secure your child's Funded Early Education.

Our details:

Bagshot Community Pre-School , *Registered Charity 1023351*

Willow Room, Bagshot School, School Lane, Bagshot, Surrey GU19 5BP

Telephone: 01276 452623

Email: bagshotcommunitypreschool@gmail.com

Ofsted URN: EY306962

Insured by: Royal & Sun Alliance

Insurance policy number: RTT209837

Terms and conditions

1.0 Our obligation to you

- 1.1 This communication confirms your application for a place has been successful. You must confirm by the date stated on your offer letter, that you still wish to take up a place. If you do not, then the offer of a place may be withdrawn.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 notify you as soon as possible of any days we will be closed.
- 1.4 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare, in line with our Admissions Policy.
- 1.5 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.
- 1.6 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, at least once a term.
- 1.7 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.
- 1.8 We will provide you with details of how to access 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.

- 1.9 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 was given to you at the point of enrolment.
- 1.10 We will maintain appropriate insurance to cover our childcare activities.

2.0 Your obligation to us

- 2.1 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 help us support your child to ensure the safe and effective provision of the childcare that we provide for them, for example a change in family circumstances or living arrangements.
- 2.2 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 ID and they will need to be familiar with the 'password' for your child. 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.
- 2.3 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 Uncollected Child policy for details.
- 2.4 You will inform us as far in advance as possible, in writing, of any dates on which your child will not be attending.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The *Enrolment Form* contains various consent authorisations, including medicine and emergency treatment, which you will need to complete prior to your child attending.
- 2.9 You will read and abide by our policies and procedures, which are available to view on our website, www.bagshotcommunitypreschool.co.uk, and at the setting on request.
- 2.10 You will provide us with at least half a term's notice in writing 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 that half term.

3.0 Payment of fees

- 3.1 Our fees are based on a published hourly rate. We may review these fees at any time but shall inform you of the revised amount at least half a term before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one half term's notice.

- 3.2 We calculate the amount payable by you each term by multiplying the Pre-School's hourly rate (or the funded hourly rate if relevant) by the number of hours your child is attending (or due to attend) that term/half term.
- 3.3 Fees invoices are issued at the beginning of each term and must be paid within 2 weeks of the invoice date, unless otherwise agreed.
- 3.4 All payments made under the Agreement should be by BACS. As set out in our Constitution, the aim of the Preschool is to provide a service to local children and families, and not to make a profit. However, the preschool reserve the right to charge a £20 administrative late payment fee. In addition, daily interest will be charged on all outstanding amounts at the rate of up to 8% above the Bank of England base rate.
- 3.5 If the payment of fees is outstanding for more than 30 days, we reserve the right to terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this agreement the child shall cease forthwith to be admitted, and the notice to 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.
- 3.6 We are usually open for 38 weeks per year and closed on bank holidays. We are unable to accept any liability for other costs which you incur if we are unable to provide childcare for any reason.

4.0 Suspension of childcare

- 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, we promote inclusion and adhere to our *Promoting Positive Behaviour Policy* at all times. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and 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 half a term's written notice.
- 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 their needs. In these circumstances we will work with you, the local authority and other agencies 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 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. Any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*, which is available on our website, www.bagshotcommunitypreschool.co.uk.

6.2 From time to time we will take photographs and video recordings of the children who attend our setting. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are recorded on our iPads 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 refer to your written consent on our *Enrolment Form*.

6.3 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*.

6.4 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, understood and accept Bagshot Community Pre-School's Childcare Terms and Conditions and to confirm your acceptance 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 Bagshot Community Pre-School you and the guarantor.

Parent name 1 _____

Signed _____ Date _____

Parent name 2 _____

Signed _____ Date _____

Signed on behalf of Bagshot Community Pre-School:

Signed _____ Date _____

Name Lisa Paine, Manager