**10.11 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**

1.1 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare at the Pre-school.

1.2 We will notify you as soon as possible of any days the Pre-school is closed.

1.3 We will provide you with verbal updates of your child’s progress.

1.4 We will try to make available a place in Pre-school for any of your other children. However, we cannot guarantee a place.

1.5 Subject to sufficient places being available we can accept older children - up to the end of Year 1 - during the school holidays only. Sessions must be booked a minimum of 4 weeks in advance and these will be invoiced at the time of booking at a rate of £4.60 per hour. Priority will be given to Pre-school children.

1.6 We will adhere to the principles of the General Data Protection Regulations (GDPR 2018) when collecting and processing information about you and your child. We explain how your data is processed, collected and kept up-to-date in our Privacy Notice which is available to view on our website www.claydonpreschool.co.uk or from the Pre-school office.

1. **Your obligation to us**
	1. You will need to complete and return to us all forms within our Welcome Pack, as well as your child’s birth certificate or passport before your child can start at our Pre-school.
		1. If you are eligible for 30-hour funding, you are responsible for obtaining the 30-hour code from the Childcare Choices website. This code must be provided to us with your National Insurance number before the term you wish to use the funding for commences so that eligibility can be checked prior to your child’s funded place being booked.

2.2 You must inform us immediately of any changes in your contact details, personal details or your child’s health details.

2.3 You must inform us immediately if your child is suffering from any contagious disease/illness. For the benefit of other children, you must not allow your child to attend Pre-school if they have a contagious disease/illness as this is easily passed on to another child during the normal daily activities of the Pre-school.

2.3.1 In line with government health guidelines children should not come into Pre-school for a minimum of 48 hours after the last episode of vomiting or diarrhoea has occurred.

2.3.2 We reserve the right to contact you to request that you collect your child if he/she becomes unwell whilst they are at Pre-school.

2.3.3 If you are requested to collect your child because they are unwell you should ensure this is within 30 minutes of being contacted. If you are unable to do this you will be expected to arrange for someone else to do this on your behalf and let us know who will be collecting, and ensure they have your password.

2.3.4 Full details must be given of anything affecting your child’s health including allergies, conditions or additional needs.

2.3.5 In order for the staff to administer medicine you must authorise this by signing a medication consent form before leaving the premises on that day. Both parties must follow the Pre-school’s Policy and procedure on medication and illness.

2.4 You must keep us informed as to the identity of the persons who will be collecting your child from our Pre-school. If the person who is collecting the child is not usually collecting them we will require a password to be set up as proof of identification. If we are not satisfied that an individual can collect your child, we will not release them into their care.

2.5 You must contact us as soon as possible if you are unavoidably delayed and you will be unable to collect your child at the expected time of collection. A late payment charge will be applied as detailed in the Fees section. We are not covered by insurance outside 0800 to 1800 and therefore we are not permitted to accept the care of children before or after these times.

2.6 You must not bring your child into the setting prior to the start of the session time unless this has been previously agreed. An early payment will be applied in this case as specified in the fees section.

2.7 You will supply us with at least 4 weeks written notice of your intention to decrease the number of hours your child will be attending Pre-school or to withdraw your child from our Pre-school. If insufficient notice is given you will be responsible for the full fees for your child for 4 weeks from the date notice was given.

2.8 You must inform us immediately if your child is the subject of a court order and provide us with a copy of such an order on request or if your child is subject of a Social Services Protection Register.

2.9 All children must bring at least one complete change of clothing to each session. All clothing should be clearly labelled with your child’s name and left in the child’s tray.

2.10 Please provide the Pre-school with sufficient baby wipes and nappies, these can be provided in an emergency at an extra cost, at present 50p per nappy.

1. **Payment of Fees**
	1. The Pre-school is open 50 weeks of the year excluding weekends and bank holidays. We will be closed over the Christmas period. Parents will be notified of these dates in advance.
	2. All children are required to book a minimum of 2 sessions per week, on different days, a minimum of 3 hours per session.
	3. Our session fees are £5.40 per hour for 2-year olds and £4.60 for 3 years and above with effect from September 2020.  In addition, we request a contribution towards snacks and consumables for both funded and unfunded children of 30p per session of up to 3 hours and 50p per session over 3 hours. This will be added to each invoice for each session in the billing period.  We may review the fees at any time but shall send out notification 4 weeks prior to it taking effect.  If you do not wish to pay the revised fees you may end this agreement by giving us 4 weeks written notice.
	4. All Fees, including the Snack/Consumables contribution, must be paid in advance.  Fees for term-time places are payable half-termly and fees for year-round places are payable monthly.  Ad-hoc sessions/extra/activity charges may be invoiced separately at the time the booking is made.
	5. If you are unsuccessful in obtaining a 30-hour funding code for your child or have missed the deadline and your claim is rejected, then you will be responsible for paying the full fees for sessions already taken/booked and will be invoiced accordingly. Any subsequent request to reduce sessions shall require notice in accordance with Clause 2.7.
	6. Fees are payable via childcare vouchers, tax free childcare, cash or via bank transfer. Preferred payment is by on-line banking - bank details can be obtained from the Administration Assistant. Please ensure you use your child’s name as the bank payment reference to ensure that the fees are allocated to the correct child. Payment received later than the given due date stated on the invoice (usually 14 days after date of invoice) may incur a late payment fee of £20.
	7. If the payment of any fees referred to in 3.4 above is outstanding for more than 14 days, then the Pre-school may end this agreement by giving you 14 days’ notice. Upon termination of this contract the child will no longer be admitted to Pre-school and the Pre-school’s notice to terminate shall be regarded as formal demand for all outstanding monies.
	8. **We are here to help** – Please inform us in the first instance if you are experiencing financial difficulty. If you have trouble paying your child’s fees, please speak to the Childcare Operations Manager who will consult with the Treasurer to discuss other options available to you.
	9. No refund will be given for non-attendance of booked sessions or for the first 2 weeks of absence due to illness. A refund of fees will be given after 2 weeks of absence due to illness provided sufficient medical evidence is provided.
		1. The Pre-school is closed bank holidays and for the Christmas and New Year period – this will be automatically deducted from your bills.

3.8.2 In the event of an emergency or bad weather resulting in the Pre-school closing we will inform parents as soon as possible by email and/or phone. Fees will not be refunded in these circumstances.

3.8.3 In the event of late collection of your child from their normal agreed session time, we reserve the right to charge for each additional 15 minutes at a rate of £5.40 for 2-year olds or £4.60 for 3 years and above (with effect from September 2020). If the late collection is after 1800 then the charge will be £15 for every 15 minutes.

3.8.4 We cannot offer refunds or reductions for family holidays to term-time children. Providing we receive six weeks’ notice; year-round children can take a maximum of 4 weeks (or part thereof) family holiday per school year with no fees. If a child is away on holiday for more than 4 weeks during a school year, then we will require a holding fee. The holding fee will be half that child’s normal weekly fees for each additional week’s holiday beyond 4 weeks. This will mean that we keep the child’s place open for them.

**4 Suspension of a Child from Pre-school**

4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay the fees due.

4.2 We do not support the exclusion of a child on the grounds of behaviour. However, if your child’s behaviour is deemed by us to endanger the safety and well-being of the child and/or other children and adults at the Pre-school it may be necessary to suspend the provision of childcare to the child whilst we try to address these issues with you and external agencies.

4.3 If your child is suspended part way through a half-term under the conditions stated in clause 4.2 we shall give you a credit for any fees you have already paid for the remainder of that half-term. This credit may be offset against any sums still outstanding by you to us.

**5 Termination of the Agreement**

5.1 You may terminate this agreement at any time giving us 4 weeks’ notice. Fees for this period of notice are non-refundable.

5.2 We may terminate this agreement if –

5.2.1 You have failed to pay your fees.

5.2.2 You have breached any of your obligations to us under this agreement and you cannot put right that breach within a reasonable period of time.

5.2.3 You behave unacceptably as we will not tolerate any physical or verbal abuse towards staff, volunteers or students on placement.

5.2.4 We take the decision to close the Pre-school. We will give you as much notice as possible in the event of such a decision.

**6 General**

6.1 If you have any concerns regarding the service we provide please discuss these with your Childcare Operations Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be recorded as of our Complaints Policy. Please familiari~~s~~e yourself with the Pre-school’s Policies which are on the website and are in the Pre-school office.

6.2 Any personal information you supply to us with be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR 2018).

6.3 We will always seek your consent where we need to share information about your child with any other professional or agency outside the Pre-school. We are required by law to override your refusal to give consent only in specific circumstances where a child or adult may be in danger if we do not share that information.

6.4 Acceptance of a place at Pre-school will be deemed as acceptance by you of these terms and conditions.

6.5 This agreement supersedes any prior arrangements and agreements.

6.6 The Pre-school is not responsible for any work undertaken by its employees outside of the terms and conditions of their employment by Claydon Pre-school.

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| This policy was adopted by | Claydon Pre-school | *(name of provider)* |
| On | 16 October 2020 | *(date)* |
| Date to be reviewed | October 2021 | *(date)* |
| Signed on behalf of the provider |  |
| Name of signatory | Emily Goodchild |
| Role of signatory (e.g. chair, director or owner) | Chairperson |