

Little Elms Pre School Terms and Conditions

This document and the terms and conditions within it govern the basis on which Little Elms 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:

Little Elms Pre School
Cooks Road, Elmswell,
Bury St Edmunds, Suffolk, IP30 9BX
Telephone: 01359 240491

Email: info@littleelms.co.uk

Charity registration number: 1122426
Company registration number: 6377556

Ofsted URN: EY420834

Insured by: RSA
Insurance policy number: RTT209838

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 _____

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 If you do not then the offer of a place may be withdrawn.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.

1.31 CCTV and Intercom: We operate continuous recording of CCTV at the entry, exits and both playrooms of the setting. We have an entry Intercom Video Panel for the safeguarding and security of both children and staff. Please see our CCTV and Intercom Policy.

1.32 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 available on our website or in the office.

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 of your child's progress through Tapestry and also parent evenings.

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.

1.9 Our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; are available via our website. 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 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 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 their full name and they will need to give us the pass word that is written on your child's registration form. 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.

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 4 weeks notice of your intention 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 4 weeks. If you choose to send your child to a club whilst using our afterschool club, you will still need to pay to keep your space on that day otherwise we cannot guarantee the space for your child when the club finishes at the end of term.

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.

3.0 Payment of fees

3.1 Our fees are based on a session derived from our hourly rate that shall be notified to you in advance of your child starting. We may review these fees at any time but shall 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 this Agreement by giving us notice.

3.2 Fees must be paid on a Monthly basis, within 7 days of receiving your invoice, please see our payment of fees policy for more information. We calculate the amount payable by you each Month by multiplying the number of sessions in the month, and then deducting any Nursery Education Funding entitlement. We also charge a voluntary consumable for snack per session, if you do not wish to pay this please inform us immediately in an email.

3.3 All payments made under the Agreement should be by bank transfer, childcare vouchers or by card, if you wish to pay by cash, this should be agreed with us in advance. All payment, regardless of method, shall be made by you, by the due date. If payment is made by cash, it is your responsibility to obtain a receipt as proof of payment. We will follow our Payment of fees policy procedure if we haven't received your fees within 7 days unless you have a already arranged a payment plan with us.

3.4 If the payment of fees referred to in 3.3 is outstanding for more than 4 weeks then we may terminate this Agreement by giving you 14 days' notice in writing. We reserve the right to suspend provision of paid for services if payment has not been received, or a satisfactory payment schedule agreed, after discussion with Management. At this point, the only care that will be provided will be government funded hours.

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.

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 and run a holiday club out of term time, this is booked and invoiced separately to normal sessions. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

3.7 In the event of late collection of your child, we reserve the right to charge £5 for the first 15 minutes and then £5 for each additional 15 minutes as stated in our payment of fees policy.

4.0 Suspension of a child

4.1 We may suspend the provision of paid services 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. 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 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 half term.

5.0 Termination of the Agreement

5.1 You may end this Agreement at any time, giving us at least 4 weeks notice by email to the management team.

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 behaved unacceptably, as we do not tolerate any physical or verbal abuse or threats towards our 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 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. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Complaints Policy.

6.3 From time to time we will take photographs and video recordings of the children who attend (Pre-school only). These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our I pads to complete your Tapestry journals whilst your child is with us. The photographs are sometimes used for displays within the building 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 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 Unwell child and administering medicines 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 although we will try our best to do this. 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.

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 Confidentiality 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.

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 Little Elms Pre-School, 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: _____

Contact telephone: _____ Email: _____

Signed on behalf of Little Elms Preschool:

Signed _____ Date _____

Name _____

Position: _____