09.1d Childcare and early education terms and conditions

[Name of provider] Terms and Conditions

This document and the terms and conditions within it govern the basis on which [name of provider] (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:

[Name of registered childcare and early education provider]

[Insert charity registration number and/or company registration number (where applicable)]

[Registered address]

Telephone:

Email:

Ofsted URN:

Childminder agency:

Insured by:

Insurance policy number:

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 and early education place for your child:

Expected start date of child's place _____

Settling in period _____

Agreed hours:

	Monday	Tuesday	Wednesday	Thursday	Friday
Agreed times of attendance					
Total daily hours					

Offered over [number of weeks] weeks per year.

OR

We will offer your child a place consisting of between [min hours] and [max hours] hours per week. The hours of childcare and early education provided may vary from week to the next, You will need to provide us with your weekly schedule at least [insert number of days] days in advance.

[Term/holiday] dates: _____

We are [open and providing childcare and early education/closed] on bank holidays.

Deposit received Yes □ No □ First payment due [insert date]

Will the child receive nursery education funding Yes □ No □

Details of any other funding provided by other third parties (e.g. employers childcare vouchers)

_____

_____

_____

Childcare and early education terms and conditions

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

1.0 Our obligation to you

1.1 We will inform you as soon as we know whether your application has been successful. You are required to confirm that you still wish to take up a place within one week of receiving notification from us. If you fail to notify us, then the offer of a place may be withdrawn. Once you confirm a fee-paying place a deposit payment is required to hold the place for your child. The monetary value of the deposit is published as part of the setting's schedule of fees. This is available on request. 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 application form. If you fail to take up a place, an administration fee will be charged.

1.2 We provide agreed childcare and early education 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.

1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare and early education.

1.4 We will notify parents/carers as early as possible when the setting will be closed.

1.5 We will provide you with regular updates about your child's progress.

1.6 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 are required to fully complete and return the *Childcare and Early Education Registration* form to us before your child can start.

2.2 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.

2.3 The *Childcare and Early Education Registration* form includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends.

2.4 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.

2.5 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 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.

2.6 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.

2.7 You are required to inform us as far in advance as possible of any dates when your child will not be attending.

2.8 You are required to provide at least one month's notice of your intention to decrease the number of hours your child 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 one month from the date of notice. If you would like to end this Agreement, please speak to the setting manager.

2.9 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.

2.10 You should read our policies and procedures provided for parents - available for you at the setting.

3.0 Payment of fees

3.1 Our fees are based on a weekly fee 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 one month's notice.

3.2 Fees are required to be paid monthly in advance and are based on your weekly fee. Fees are calculated by multiplying the weekly fee by the weeks that the setting is open, divided by 12. Discounted rates do not apply to funded places or part-funded places. Additional hours will be charged at the full rate.

3.3 All payments made under this Agreement should be made by standing order (or direct debit where the facility is available) or by direct debit/credit card using the setting's chip and pin machine or by cash where agreement in advance is made with the setting manager. All payment regardless of method shall be made by the parent/guardian monthly, in advance, on the first day of each month (the due date). If the payment is made by cash or debit/credit card, it is your responsibility to obtain a receipt from the setting manager as proof of payment. Late payments will incur a late payment fee of £20.00. 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.

3.4 If the payment of fees referred to in 3.3 is outstanding for more than 14 days, then we may terminate the Agreement. 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.

3.5 If you require additional sessions or have been unable to collect your child by the official collection time, we will inform you of the extra amount payable and add these additional charges to your regular fees. In the event of late collection of your child, we reserve the right to charge a late collection fee of £20 for the first 15 minutes and £10 every five minutes thereafter.

3.6 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 three 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.

3.7 Where we offer a reduced fee rate after a child's birthday, the reduction takes effect from the first day of the following billing period.

3.8 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.

3.9 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 deciding about eligibility for certain entitlements.

4.0 Suspension of a child

4.1 We may suspend providing childcare and early education to your child at any time if you fail 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 necessary to suspend childcare and early education 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 [owners/directors/trustees].

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 will 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, by giving us at least one month's notice.

5.2 We may immediately end this Agreement if:

5.2.1 You fail to pay your fees.

5.2.2 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.

5.2.3 You behave unacceptably; 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 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.

5.4 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 in a reasonable period after you draw it to our attention.

6.0 General

6.1 If we close or take the decision to close due to events or circumstances beyond our control such as extreme weather conditions, the weekly fee will continue to be payable in full. We will be under no obligation to provide alternative childcare and early education 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.

6.2 If you have any concerns about the childcare and early education 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.

6.3 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.

6.4 While food and drink are provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. We provide a meat and vegetarian option. 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.

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

1.1 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.

1.2 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.

* For an illustrative example of the sessions you require, please discuss with your manager.

Acceptance of our offer of a childcare and early education 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 and early education 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 [name of provider], 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 _____

Email _____

Signed on behalf of [name of provision]:

Signed _____ Date _____

Name _____

Role (owner, director or trustee) _____