



CHILDCARE TERMS & CONDITIONS

This document and the terms and conditions within it govern the basis on which we, Halstead Nursery (referred to here as 'we') 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:

Halstead Nursery	Otford Lane, Halstead, Sevenoaks, Kent TN14 7EA
Charity Registration no: 1022015	Telephone: 07950 681846
Email: traceynursery@hotmail.co.uk	Ofsted URN: 513743
Insured by: Royal & Sun Alliance PLC	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 _____

Our offer for a childcare place for your child:

Expected start date of child's place

	Monday	Tuesday	Wednesday	Thursday	Friday
Agreed times of attendance					

Offered over 38 weeks per year

Term dates: _____ See separate sheet. Please note we are closed on Bank Holidays.

Will the child receive nursery education funding? Yes No

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

Our obligation to you:

- 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.
- 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.

- We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- We will notify you as soon as possible of any days we will be closed.
- 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.
- We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 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.
- 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.
- We will maintain appropriate insurance to cover our childcare activities.
- We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

Your obligation to us:

- 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.
- The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- You will read and abide by our policies and procedures.
- 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.
- 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.
- 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.
- 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.
- You will inform us as far in advance as possible of any dates on which your child will not be attending.
- You will provide us with at least one term's 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 one term 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.
- 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.

Payment of Deposit to secure a nursery place:

- At the end of the taster session offered in the term before your child is due to start with us, we will hand you a letter requesting that written acceptance and a £35 deposit be paid within 14 days of the visit to the nursery.
- If your child is aged 2-3 and is ONLY taking up funded hours under the Free for Two scheme, we do not require a deposit from you.
- If your child is aged 3+ and is ONLY taking up a funded space with us, the deposit will be refunded by the end of the first term with us or within six weeks, whichever is sooner. Otherwise, the deposit will be held by the nursery until the start of your child's final term with us. At that time, the deposit will be deducted from the final invoice for term fees. If a balance remains owing to you after all fees have been paid a refund will immediately be made by us.
- If at any time during the course of your child's time with us fees or any other monies payable, become outstanding, the deposit will be used to reduce /clear the balance owed.

Payment of fees:

- Our fees are based on a termly fee that shall be notified to you in advance of your child starting ('termly fee'). 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 one term's notice, by completing our *Notification of Leaving Date* form which can be obtained from our setting manager.
- Our Fee Contract sets out the terms and conditions for the payment of fees, hourly rates etc. You will be provided with 2 copies of this. One to sign and return to us for our records and one for your retention.
- If the payment of fees referred to above remain outstanding after 7 days from the date of the invoice, an admin fee of £25 will be added to the invoice for the additional follow up work involved.
- If the total then outstanding remains unpaid after a further 7 days, your child's place will be suspended until full payment is received.
- If the suspension overlaps into a new invoicing period, fees will continue to accrue and be chargeable.
- If suspension due to outstanding fees is in place at the end of 2 terms, we may 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 so terminate shall be regarded as a formal demand for outstanding monies with immediate effect.

Termination of the Agreement:

- You may end this Agreement at any time, giving us at least one term's notice by completing the 'Notification of Leaving Date' form.
- 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.

We may immediately end this Agreement if:

- You have failed to pay your fees;
- 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;
- You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards any member of staff.
- We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 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.

General:

- 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 Weekly Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.
- If you have any concerns regarding the services we provide, please discuss them with your child's keyperson. 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 *Making a Complaint Policy*.
- 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*.
- 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*.
- 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 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/I am suitably trained in the preparation and serving of food.

- 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.

This Agreement:

- We reserve the right to vary the terms and conditions contained in this Agreement
- 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 the extent that we vary terms from time to time.
- 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 Halstead Nursery, you and the guarantor.

A copy of this completed and signed contract will be provided for your records.

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 Halstead Nursery:

Signed _____

Date _____

Name Tracey McCartney

Role Manager