



## Horsted Keynes Preschool's Terms and Conditions

The document and the terms and conditions within it govern the basis on which Horsted Keynes Preschool referred to as (we' / 'our' / 'us') agree to provide childcare services to parent(s)/carer(s) referred to as 'you'.

Only a parent/carers 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:	
Review date:			

**Our details:** Horsted Keynes Preschool, The Village Hall, The Village Green, Horsted Keynes, West Sussex, RH17 7AP

Tel: 01825 791899 Email: [admin@horstedkeynespreschool.org.uk](mailto:admin@horstedkeynespreschool.org.uk) Charity No: 1029557 Ofsted URN: 113536

Insured by: Royal & Sun Alliance Insurance plc

Insurance policy number: RTT209838

<b>Your details:</b>					
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	
<b>Our offer for a childcare place for your child:</b>					
Expected start date of child's place					
Settling in period					
<b>Agreed hours: Offered over 38 weeks per year. Term time only.</b>					
	Monday	Tuesday	Wednesday	Thursday	Friday
Agreed times of attendance					
Total daily hours					
Will the child receive Universal Free Entitlement funding			Yes <input type="checkbox"/>		No <input type="checkbox"/>
Any other funding provided by other third parties (e.g. childcare vouchers)					
First payment due;			(Insert Date)		

### Terms and conditions

#### **1.0 Our obligation to you**

Std. Sept 2017

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- 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 If you do not then the offer of a place may be withdrawn.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.
- 1.3 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.
- 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 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.
- 1.8 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regard to the childcare services we provide for your child.
- 1.9 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.
- 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, sign and return our *Application form* before your child can start with us.
- 2.2 Once you have been notified of a place you will need to complete the *Registration Form and Our Terms and conditions* and return them along with a non-refundable £20 registration fee to secure your child's place. All parents will be entitled to attend the Preschool for two free "taster" sessions with their child prior to their child starting at Preschool as outlined in our Settling Policy.
- 2.3 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.
- 2.4 The *Registration Form* includes consent forms which you will need to complete prior to your child attending.
- 2.5 New starters will be issued with a bill after their first week of attendance and will be given 2 weeks after their bill to pay, unless arranged otherwise with the Administrator, i.e. for voucher payments.
- 2.6 You will read and abide by our policies and procedures.
- 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 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.  
Please refer to our 'sick child policy'
- 2.9 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 a phone call and a password. 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.
- 2.10 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 may be applied; please refer to the current fee schedule for details.
- 2.11 You will inform us as far in advance as possible of any dates on which your child will not be attending.

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- 2.12 You will provide us with at least six weeks' 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 six weeks 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 from the administrator.
- 2.13 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 an hourly fee 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 six weeks' notice, by completing our *Notification of Leaving Date* form which can be obtained from our Administrator.
- 3.2 Fees will be invoiced half-termly in advance. Payment is due within 7 days from receipt of invoice, or the invoice date if later, unless an alternative arrangement is agreed with the Administrator. If you are experiencing difficulty with payments please speak to the Manager or Administrator.
- 3.3 All payments made under the Agreement should be paid directly into our bank account (Santander: Account 91110403, Sort code 09-01-53 unless payment by cash or cheque (made payable to Horsted Keynes Preschool) is agreed with us in advance. We do not accept credit/debit card payments. If payment is made by cash it is your responsibility to obtain a receipt as proof of payment.
- 3.4 Late Payment - If the payment of fees referred to in 3.3 is outstanding for more than 7 days, Horsted Keynes Preschool reserves the right to recover costs associated with failed payments provided by parents, including any banking charges incurred. If parents have any difficulty at all paying fees, it is essential that they tell us straight away. We are always happy to discuss the possibility of alternative arrangements with parents in genuine financial difficulties.

In these circumstances, the following steps will be taken;

1. 7 days after the start of term, parents will receive an informal email reminder that fees are outstanding.
2. If, after a further 7 days, parents have still not paid their fees, they will receive a formal written reminder and an additional charge of 10% of the outstanding amount will be added to the bill.
3. Should fees continue to be unpaid after 21 days from the start of term, we, regrettably, reserve the rights to ultimately refuse admission of the child if fees remain unpaid.
4. If fees are paid following a formal written reminder, the Preschool reserves the right to request a deposit of £100 to be held as security against future late or non-payment. Any deposit remaining will be refunded on the child leaving the Preschool, any sums due to the Preschool (e.g. outstanding fees) having first been deducted. The Preschool will be entitled to any interest earned on the deposit.

If the parent has contacted us already to make alternative arrangements, allowances can be made.

- 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 no refund is given for this closure as this has already been taken into account when calculating your child's fees. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.7 Where we offer a reduced fee rate after a child's birthday, that reduction will take effect from the first day of the following term.
- 3.8 Preschool can accept a variety of Childcare Voucher schemes. Please speak with the Administrator should you be interested in this form of payment, who will provide you with the details necessary to claim these.
- 3.9 In the event of late collection of your child, we reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis.
- 3.10 Fees cover the normal curriculum but not lunch. Parents need to provide a nutritious packed lunch. Extracurricular activities may be charged for separately but will be with the parent's consent. Nappies, wipes and barrier creams are to be provided by the parent.

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## 4.0 Suspension of a child

- 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. 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 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 six weeks' notice by completing the 'Notification of Leaving Date' form.
- 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 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) we will offer parents a refund for those closed days for any fees already charged (There is no refund for Free Entitlement hours and these cannot be taken at alternative times).
- 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 *Making a Complaint Policy*.
- 6.3 As part of the on-going recording of our curriculum and for children's individual development records, staff regularly take photographs of the children during their play. Only cameras/I-pads supplied by the setting are used for this purpose, photographs taken are used for display and for your child's records within the setting and on Tapestry. We may also record events and activities on video. Photos/videos are stored on the setting's I-pads only; we only store images during the period your child is with us. There may be occasions when photographs / videos are used for other purposes (for example we have, in the past, put together a CD of photographs/video as a memento of the children's' time at Preschool which could be purchased by parents. Or at the nativity performance where parents wish to photograph their own children but, in doing so, are likely to photograph other children too). If we would like to use any image of your child for training, publicity or marketing purposes, we will always seek your written consent for each image we intend to use.
- 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 *Managing Children who are Sick, Infectious or with Allergies Policy*.

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- 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. 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 in the preparation and serving of food.
- 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 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.
- 6.7 Children are given two free settling sessions before they start at the preschool. Parents are welcome to stay and settle their child for as long as they feel necessary but they will be charged the hourly rate.
- 6.8 Additional Events –Christmas Concert & Sports Day. These events are an opportunity for the children to enjoy participating in a performance and for parents to share in their success. Horsted Keynes Preschool will schedule these dates within the academic calendar, and out of fairness, will make every attempt to ensure the week day varies. Children who normally attend on these days will still have funding claimed and will be expected to pay fees. Children who do not normally attend on these sessions will be invited at no extra cost for the period of the event. Due to the Preschool's policy of varying the week day that these events are held, it is our belief that this ensures fairness for all children over the entire period for which that child is with the Preschool.
- 6.9 Parties-It is our policy to host parties on a normal Preschool day for which fees will be charged and funding claimed for those children who normally attend on that day. Any other children who do not normally attend on that day, are welcome to attend but will need to pay if not funded. In the interests of fairness, the Preschool will vary the weekday on which parties are held. The Preschool will cover the costs of any entertainment and presents which are applicable for parties held within normal session times. Parents are encouraged to help with these costs through the various fundraising events organised by the committee throughout the year.
- 6.10 Changing hours-Each term your child attends Preschool you will be offered a choice of hours. Once you have chosen them these will be your agreed hours. Changes to these hours can be made at the end of a term for the following term. Once our terms and conditions are signed, any additional hours may have to be paid at the hourly rate. Additionally, any changes to agreed hours during term will incur a £20.00 administration charge to cover the administration involved in checking availability of places, amending registers, checking keyworkers sessions, checking child/staff ratios and making adjustments to staffing, changing invoices, and liaising with the Local Authority.
- 6.11 Extra sessions- If you need to book occasional extra sessions for additional childcare needs such as appointments or emergencies, this may be possible according to our availability and at the discretion of the Manager. Some sessions may have spaces in them, so please speak to the administrator as soon as possible. Extra sessions will be charged at our normal hourly rates (please refer to our financial policy).
- 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.

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## 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 acceptance of a childcare place at Horsted Keynes Preschool for your child.

For parent(s)/Carers(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 Horsted Keynes Preschool, 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 if applicable			
Signed		Date	
Relationship to the child			
Home address			
Daytime/work telephone		Mobile	
Email			
Signed on behalf of Horsted Keynes Preschool			
Signed		Date	
Name		Role	Trustee