



## 10.13 Childcare terms and conditions

### Appleton Thorn Preschool and Little Woodland - Terms and Conditions

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.

#### Appleton Thorn Preschool and Little Woodland

Ofsted Registration Number: 2693744  
 Appleton Thorn Village Hall, Warrington  
 appletonthornnursery@gmail.com

#### Your details:

Full name of parent/guardian : \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Full name of parent/guardian (2) \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Full name of child \_\_\_\_\_ Date of birth \_\_\_\_\_

#### Sessions requested:

Expected start date of child's place \_\_\_\_\_

Funded hours child is entitled to (please include if your child attends another setting and for how many hours)

	Monday	Tuesday	Wednesday	Thursday	Friday
Requested times of attendance					

Open over 38 weeks a year between the hours of 9am – 3pm.

Is this a government funded place (circle) YES / NO

#### Terms and conditions

##### Our obligation to you

- Upon receipt of this document we will hold your child's place for them at nursery. If there is not space, or if you are required to be placed on a waiting list we will inform you as soon as possible and you may withdraw your application if desired. Along with this application a deposit payment of £50 will be required to hold the place for your child. The deposit will be deducted off your first months invoice. This should be paid in to the bank details below with the reference 'Deposit [Child's Name]'.
- 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. See payment policy for details of payment for extra sessions.
- We will notify you as soon as possible of any days we will be closed. This includes periods of planned closure (normally 3 weeks a year)/inset days (normally 3 days a year) and necessary emergency closures.
- 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 and written 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. Some updates will be sent via Tapestry (our online learning tool) so please check your child's profile regularly.
- 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.

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. These will be sent via email to yourselves so please check your emails regularly. We will be available to discuss or explain our policies and procedures, and any relevant changes, at a mutually agreed time.
10. We will maintain appropriate insurance to cover our childcare activities.
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. Please give as much notice as possible.

### Your obligation to us

1. You will need to complete and return our *Application to Join and Registration Form* to us before your child can start with us.
2. You must notify us straight away 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.
3. The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
4. You agree to read and abide by our policies and procedures (these are available at nursery and sent via email to you upon your child starting and when amendments are made or upon request).
5. You agree to meet to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
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. Likewise you agree to follow all procedures we put in place to protect our children and staff during an outbreak. 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.
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 proof of identity. If we are not reasonably satisfied that the person collecting your child is the person who we were expecting, we will not release your child into their care until we have checked with you.
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 below payment advice for further information.
9. You will inform us (as far in advance as possible) of any dates on which your child will not be attending. Or on the day if your child is unwell and will not be attending. We may call to check on the reason for absence for our records.
10. You will provide us with at least one month'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 month from the date of notice. If you are ending this Agreement, notice must be given by sending details in writing (including end date and reason for leaving) to [antrobunursery@gmail.com](mailto:antrobunursery@gmail.com)
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.

### Payment of fees

1. 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 month's notice, by emailing your leaving date to [applethornnursery@gmail.com](mailto:applethornnursery@gmail.com). If you are having financial difficulties please see below.
2. Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the weekly fee by the number of weeks we are open during the year and dividing the total number by 12. This will give 12 equal monthly payments. Fees apply 12 months of the year. If your child is term time only we will calculate the weekly payment by 38 and divide by 12 (so payments are still due all 12 months of the year).
3. If you should wish to change your child's hours part way through the calculated period it may incur a small under or overpayment for which payment will need to be arranged prior to the start of the new hours.
4. All payments made under the Agreement should be by standing order (or direct debit where the facility is available) unless payment by cash, cheque or debit/credit card is agreed with us in advance. All payment, regardless of method, shall be made by you monthly, **in advance on the first day of each month**. If payment is made by cash or debit/credit card, it is your responsibility to obtain a receipt as proof of payment. We reserve the right to charge a daily interest rate on all outstanding amounts at the rate of 5%.
5. If the payment of fees referred to in 3.3 is outstanding for more than 14 days, and we have requested payment without success, then we may terminate this agreement by giving you 14 days' notice in writing.
6. 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. This will be via email. You will be required to pay this amount prior to the extra session being taken.
7. If your child is late we have the right to charge a late fee. We charge in half an hour periods only and thus a minimum charge of £2.70 will be due for any period of late collection up to half an hour. If you are late past our closure at 5.30 (or agreed collection time if later) then a charge of £5 for every 10 minutes after the collection time will be issued. It is your obligation to inform contact us to inform us that you will be late.
8. 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 for 3 training days per year to support our continuing professional development for the benefit of children and families; 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.
9. If you are suffering financial hardship we will endeavour to provide help to your family and come up with a payment plan that will offer you support. Please speak to a member of management or email [antrobunursery@gmail.com](mailto:antrobunursery@gmail.com)

### Suspension of a child

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

### General

1. If we have to close or we take the decision to close due to general 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 the closure exceeds three days (of your child's expected days childcare) in duration, we will credit you with an amount that represents the number of days closed in excess of three days.
2. If we are informed by the local authority that we must close due to a Public Health Emergency such as an epidemic or pandemic then the first 3 days of your child's fees will be payable. Any closure after this we will require 25% of the first months fees to secure your child's place upon our reopening and to sustain the viability of the nursery. Beyond one month we will endeavour to waive childcare fees until we are able to reopen. Once we open your child's full fees will be due as normal.
3. If you have any concerns regarding the services we provide, please discuss them with the manager of the setting. If these issues are not resolved please contact the owner. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
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, Coronavirus Policy*.
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.
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.

### This Agreement

1. We reserve the right to vary the terms and conditions contained in this Agreement
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.
3. 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 acceptance of a childcare place with [us/me] 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 \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_