



Puddleducks Nursery & Pre-School

Terms and Conditions September 2019–August 2020

The document and the terms and conditions within it govern the basis on which Puddleducks Nursery & Pre School (referred to here as [‘we’ / ‘our’ / ‘us’]) 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.

Our obligation to you

- 1.0 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.
- 1.1 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.
- 1.2 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.3 We will notify you as soon as possible of any days we will be closed.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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; we manage a rolling program of policy reviews and updates are always available via our website or in hard copy format at the setting. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time. Our policy review program can be viewed on the General Notice board at the entrance to the setting.
- 1.8 We will maintain appropriate insurance to cover our childcare activities. Our certificate can be found in the setting lobby.

2.0 Your obligation to us

- 2.1 You will need to complete and return our *Application to Join and Registration Form* to us before your child can start.
- 2.2 A minimum of two sessions per week for two hours in duration is required in order for your child to better settle and benefit from attending the setting.
- 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 medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.5 You will read and abide by our policies and procedures. These are available in hardcopy format from us or electronically via our website www.puddleducks-pewsey.com.
- 2.6 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.
- 2.7 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. This is usually for a period of 48 hours.
- 2.8 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.
- 2.9 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 which is £10 for each ten minutes after your normal collection time.
- 2.10 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.11 You will provide us with at least one month’s notice of your intention to withdraw your child. If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice.

- 2.12 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.
- 2.13 Children in nappies/trainer pants will arrive at the start of their sessions appropriately clean and dry.

3.0 Payment of fees

- 3.1 A non-refundable fee of £35 is payable upon completion of the application to join form. A letter of confirmation/offer of alternative sessions will be returned and your child's place will then be reserved. Once your child commences their pre-booked sessions, your first invoice will be credited with £30.
- 3.2 Our fees are based on a weekly fee that shall be notified to you in advance of your child starting. We may review these fees at any time although this is generally in March, but shall inform you of the revised amount 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.
- 3.3 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 month
- 3.4 All payments made under the Agreement can be made via cash, clearly labelled in a sealed envelope, (given directly to the manager or placed in the parental fees post box at the entrance to the setting), cheque or standing Order or via Childcare Voucher Schemes recognised by the setting. All cheques should be made payable to Puddleducks Nursery and Pre School. BACS details are identified on invoices. Late payments incur a late payment fee of £35
- 3.5 If the payment of fees referred to in 3.3 is outstanding for more than two invoices then we may terminate this agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.
- 3.6 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, clearly identified, under your next invoice for payment.
- 3.7 No refund will be given for periods where the place is unfulfilled due to illness or less than one week holidays on the part of either party. We are closed on bank holidays, 24th December (where this falls on a weekday) and for the period between Christmas and New Year. You are not charged for these closures.
- 3.8 A holiday discount fee (-50%) will be applied for notified holidays one month in advance which are in blocks of one full week or more and up to four weeks per academic year (September - August).
- 3.9 Where we offer a reduced fee rate after a child's birthday, that reduction will take effect from the first day of the following billing period. A 10% discount will be applied to a sibling attending at the same time.
- 3.10 In the event of late collection of your child, we reserve the right to charge for each additional 10 minutes, or part thereof, on a pro-rata basis.

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 one month's notice in writing.
- 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; (Please refer to our Staff Safety policy)
 - 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 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 two 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 two 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 *Making a Complaint Policy*.
- 6.3 We regularly 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 can be used for display and for your child's records within the setting. If we wish 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 *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 6.5 Whilst snacks, drink (milk & water) and cooked meals (additional charge) is provided during the day, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. 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.

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.