

## Childcare Terms and Conditions – Twinkles Pre-school

The document and the terms and conditions within it govern the basis on which Twinkles Preschool (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 details:

Twinkles Preschool

Holy Family Church hall

Palmer Avenue

Gravesend.

Kent

DA12 5NQ

**Telephone:** 07896273580

**Email:** info@thetwinklespreschool.co.uk

**Ofsted URN:**EY497202

**Insured by:** COVEA Insurance

**Insurance policy number:** PG0030259

### Your details:

Full name of parent/guardian (1) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_

Full name of child \_\_\_\_\_

Date of birth \_\_\_\_\_

Our offer of a childcare place for your child will be over 38 weeks per year this will be confirmed on completion of your application to join and availability nearer to the time of your child starting.

Term dates can be found on the setting’s noticeboard and on our website – [www.twinklespreschool.net](http://www.twinklespreschool.net)

## **Terms and conditions**

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

We aim to offer all children on our waiting list a place as soon as possible after they reach our age of admittance, which is 2 years. During the half term before your child reaches this age you will be contacted and offered a place of between 2 and 5 sessions per week, depending on availability. In the event of a place not being immediately available, you will be advised when your child will be able to start.

- 1.1 Once a place has been offered you must confirm within one week of receiving notification that you still wish to take up the place (this can be via email). If you do not, then the offer of a place may be withdrawn. Once you have confirmed the place, the correct notice period of 6 weeks is required for any changes or cancellations. If insufficient notice is given you will be responsible for the full fees for your child for 6 weeks.
- 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 try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.4 We will notify you as soon as possible of any days we will be closed due to bad weather, staff shortages etc.
- 1.5 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.
- 1.6 We will provide you with regular verbal and written updates via our online 'Learning Journals' through Tapestry, for which you will be given a unique password to view your child's individual Learning Journey, these will update you of your child's progress. 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.
- 1.7 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.
- 1.8 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, most of which can be found on our website – [www.twinklespreschool.net](http://www.twinklespreschool.net)
- 1.9 We will maintain appropriate insurance to cover our childcare activities.
- 1.10 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 and return our *Application to Join*. The full *Registration Form* which will be issued to you nearer to your child's start date must be returned back to us at least 1 week before your child is due to start with us.
- 2.2 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.
- 2.3 The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.4 You must read and adhere to our policies and procedures. (All relevant parent policies and procedures can be found on our website).
- 2.5 You will be asked to make yourself available to us 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.
- 2.6 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. 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. (List of excludable diseases can be found at the back of the parent handbook).
- 2.7 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 who we were expecting, we will not release your child into their care until we have checked with you.
- 2.8 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 pick-up charge will be applied as per the Registration Form.
- 2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending due to holidays, appointments etc.(A charge will still apply).
- 2.10 You will provide us with at least 6 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 6 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 or via email stating the final date of attendance.
- 2.11 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.

## 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 6 weeks before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 6 weeks' notice, by completing our *Notification of Leaving Date* form which can be obtained from the office.

- 3.2 Fees must be paid on a half termly basis or monthly basis, in advance. We calculate the amount payable by you each half term by multiplying the hourly fee by the number of hours in attendance each week. Alternative payment schedules may be arranged, in advance, by special arrangement.
- 3.3 All payments made under the Agreement should be by cash, cheque, childcare voucher or bank transfer. All payment, regardless of method, shall be made by you half termly, in advance on the due date given on the invoice. Late payments incur a late payment fee of £15.
- 3.4 If the payments of fees are continually late or not paid we follow our 'Fees Policy'. This may result in your child's place being withdrawn and termination of this Agreement (See our Fees Policy). Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to terminate shall be regarded as a formal demand for outstanding monies.
- 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 on your next invoice.
- 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 and during the school holidays including half term. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.7 In the event of late collection of your child, we reserve the right to charge a late pick-up fee.

#### **4.0 Suspension of a child**

- 4.1 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.
- 4.2 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.
- 4.3 If your child is suspended part way through the half term, under the conditions stated in clause 4.1 we shall give you a credit for any fees you have already paid for the remaining part of that half term. 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 6 weeks' notice by completing the 'Notification of Leaving Date' form or via email.
- 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 permanently 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 hours will be refunded at a mutually agreed time between you and the preschool.
- 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.
- 6.3 From time to time we will take photographs and video recordings of the children who attend. These photographs are used mainly for on-going recording of our curriculum, children's individual development records and displays. They are stored on our computer. 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*.
- 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 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 Data Protection Act 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 and the permissions and declarations in the full registration document for your child.

### 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 you still wish to proceed with applying for a place 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 Twinkles 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 (where applicable)

Signed

Date

Relationship to the child

Signed on behalf of Twinkles Preschool

Signed

Date

Name

Role