

TERMS AND CONDITIONS

This document and the Terms and Conditions within it govern the basis on which Oxted Pre-school (referred to here as 'we') agrees to provide childcare services to parents/guardians (referred to as 'you').

Only a parent/guardian with parental responsibility for a child can register a child for a childcare place with us.

Commencement date of Agreement: _____

Expiry date of Agreement: _____

Our details:

Oxted Pre-school Registered Charity No. 1031488 Ofsted URN: 122725

United Reformed Church Hall
Bluehouse Lane

Oxted, Surrey RH8 0AA

Telephone: 07733 966828

Email: oxtedpreschool@gmail.com

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: _____

Expected start date of child's place: _____

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Our obligation to you:

1. We will inform you as soon as possible whether your application for a place has been successful. You will be given two weeks to return the confirmation that you still wish to take up the place, and a deposit of £25. Your cheque will only be cashed if you subsequently decide not to take up the place – otherwise, it will be destroyed once payment for the first term has been received.
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.
3. We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare but a £20 admin fee will be charged.
4. We will notify you as soon as possible of any days we will be closed.
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 your child's wellbeing.
6. We will provide you with regular updates as to your child's progress and you will be offered formal Parents' Evening discussions with your child's key person throughout the year, and we will always make ourselves available to discuss your child with you as needed.
7. We will adhere to the principles of the General Data Protection Regulations (GDPR) (2018) when collecting and processing information about you and your child. We will explain how your data is processed, collected, and kept up to date in our Privacy Notice, which is given to you at the point of registration.
8. We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration with regard 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. We will be available to discuss or explain our Policies and Procedures, and/or any relevant changes, at a mutually agreed time.
10. We will maintain appropriate insurance cover 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.

Your obligation to us:

1. You will need to complete and return our Registration Form before your child can start with us.
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.
3. Changes to children's session can be made termly, however any changes to your child's sessions must be notified to us by the end of the preceding term. If you wish to change

a session after the term starts you will incur a £20 admin charge. Any sessions dropped after the start of term will be payable for the whole term.

4. Fees are charged termly and payable in advance for the full term. You will receive an invoice in Week 2 or 3 of each term, and this will be payable within 14 days of the date on the invoice. There will be an additional charge for each week that payment of fees is overdue.
5. You must abide by our conditions of attendance for your child to receive government funding for 3 and 4 year old's (these conditions can be found on the Application form, the General Information for Parents which is given to you before your child starts pre-school, and on our website). Your child must attend for a minimum of two morning sessions, even if they are not receiving funding.
6. If you are eligible for the full government funding of 30 hours, you must obtain your Eligibility Code by applying through the Childcare Choices website – this Code will then be passed on to us via the Funding Declaration form you will be given at the beginning of each term. It is your responsibility to reconfirm your eligibility every three months – if your eligibility lapses because you do not renew your code, you will be required to pay for the sessions to which you have allocated the additional 15 hours funding.
7. Each session attended must be either fully funded or fully paid for by you – individual sessions cannot be split between government funding and parental payment.
8. No fees will be refunded for sessions missed by your child due to illness, covid-19 self-isolation, holiday, or for any other reason, unless otherwise stated in these Terms and Conditions.
9. You will read and abide by our Policies and Procedures.
10. You will make yourself available as and when required to discuss the progress of your child and any factor relating to their childcare place with us at mutually agreed times.
11. 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.
12. Your child must not attend if they test positive for Covid-19 or are told to self-isolate by NHS test and trace. If your child is suspected to have Covid-19 you must inform us as soon as possible and advise us of the outcome of a test.
13. 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.
14. 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, and you must inform us by telephone of who this person will be.
15. In the event of late collection of your child, we reserve the right to charge a £6.50 late collection fee.

16. You will inform us as far in advance as possible of any dates on which your child will not be attending. If your child is unwell, you must inform us by phone call or text first thing in the morning, and no later than 10 am.

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. If you fail to obtain your eligibility Code for the 30 hours funding by the notified date, then you will be required to pay for the allocated sessions yourself. If you are unable or unwilling to pay, we reserve the right to suspend the provision of childcare for your child for the specified funded sessions for the remainder of that term. If before the start of the next term you obtain the Eligibility Code, and the sessions are still available, then your child may once again take up the suspended sessions if you so wish.
4. We do not support the exclusion of any child on the grounds of behavior. However, if your child's behavior is deemed by us to endanger the safety and wellbeing 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 with external agencies as appropriate.
5. During any period of suspension for behavior-related issues, we will work with the local authority and, where appropriate, other welfare agencies to identify suitable provision or services for your child.
6. If your child is suspended part way through the term, under the conditions stated in clause 4, we shall give you a credit for any fees you have already paid for the remaining part of that term. This sum may be offset against any sums payable by you to us.

Termination of the Agreement:

1. You may end this Agreement at any time, giving us at least four weeks' notice in writing.
2. We may immediately end this Agreement if:
 - a. You have failed to pay your fees.
 - b. 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 your attention to it.
 - c. You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff.
 - d. We take the decision to close. We will give you as much notice as possible in the event of such a decision.
 - e. 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 to identify appropriate support, at which point we may end this Agreement.

- f. You may end this Agreement if we have breached any of our obligations under this Agreement, and we have not or cannot put that breach right within a reasonable period after you have drawn it to our attention.

General:

1. If we have to close, or we take the decision to close due to events or circumstances beyond our control (eg extreme weather conditions), fees 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 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 three days.
2. If we are advised to close or partially close by the Department for Education or Public Health England due to Covid-19, we will ask for a voluntary contribution of 50% of fees due to cover our costs. If you have already paid your bill for the term, we will credit you (minus your voluntary contribution) for the days that we are closed. If we provide provision for the children of critical workers and your child attends, fees will be payable as normal.
3. Bank Holiday days which fall within term time will be included in the termly fees.
4. If you have any concerns regarding the services we provide, please discuss them with your child's key person or the Manager. Customer satisfaction is paramount, and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
5. We regularly take photographs and videos of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. Photographs taken for general purposes rather than individual learning journals are stored on our laptop while your child is with us. These photographs may be used for display purposes, such as posters, which will be stored in a cupboard outside of pre-school hours. If we wish to use any photograph of your child for publicity or marketing purposes, we will always obtain your written permission for each image we intend to use.
6. We reserve the right to refuse to admit your child if they have a temperature, sickness or diarrhoea, or a contagious infection when they arrive 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*.
7. While snacks and drinks are provided on the premises, we may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is carried out for any child with 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.
8. 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.

Please sign below to indicate that you have read and understood the above Terms and Conditions. For parents/guardians under the age of 18, a guarantor aged over 18 must also sign the contract on your behalf. The contract would therefore be between Oxted Pre-school, you, and the guarantor.

Parent Name (1): _____

Signed: _____ Date: _____

Parent Name (2): _____

Signed: _____ Date: _____

Guarantor Name (where applicable): _____

Signed: _____ Date: _____

Relationship to child: _____

Home Address: _____

Daytime/Work Telephone: _____ Mobile: _____

Email: _____

Signed on behalf of Oxted Pre-school:

Signed: _____ Name: _____

Role: _____