

Childcare terms and conditions as of June 2023

Thorney Island Nursery Terms and Conditions

The document and the terms and conditions within it govern the basis on which Thorney Island Nursery (referred to here as 'we' / '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 for funding applications.

Our details:

Thorney Island Nursery

Telephone: 01243 388879

Charity registration number: 1062766

Email: manager@thorneyislandnursery.co.uk

Baker Barracks

OFSTED URN: 113670

Thorney Island

Insured by: Morton Michel

Emsworth

Insurance policy number: 19714

West Sussex PO10 8DH



Nursery Committee: -

Chair - Chris Maher

Secretary – Dawn Caraher

Vice Chair TBC

Parent Committee – Becky Mason

Treasurer – Matthew Holden

Parent committee – Eve Cherai

Terms and conditions

1.0 Our obligation to you

- 1.1 We will inform you as soon as possible whether your application for a place has been successful. Once we have confirmed the place, we will send you the relevant paperwork for you to complete.
- 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.
- 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; policies are reviewed weekly and displayed on the notice board and website. You are able to comment/discuss any changes in the policy.
- 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 and submit the on-line registration form before your child can 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 our Admissions Policy, Fee Paying Policy and Healthy Eating Policy which you must acknowledge when you register.
- 2.4 You will read and abide by our policies and procedures.
- 2.5 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.
- 2.6 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.
- 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. The late payment charge applied will be £8.00 per 30 minutes or part thereof. If, however, you are late collecting at the end of the Nursery Day the charge will be £20 per hour or part thereof to cover costs of staff working outside their contracted hours.
- 2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.10 You will provide at least 4 weeks' notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If you are ending this Agreement, notice must be given by completing our *Notification of Leaving Date* form which can be obtained from the office. Once we have received Notification of Leaving Date you are unable to re-book any sessions with us for a period of 12 weeks from the date of leaving.

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 a monthly 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 4 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 monthly basis, in advance. Invoices are issued in the third week of the month, to be paid by the 7th of the following month, e.g September's invoices are issued in the third week of August and fees are payable by 7th September. Fees will also include any additional costs for snacks, lunch and any extra hours that are not covered by the Free entitlement funding (where applicable)
- Funding (FE) can be used between the hours of 7.30-5.30, with our main funded sessions being 9-12 & 12.30-3.30. Extra funded hours over and above these sessions can be used for breakfast and after school club sessions (maximum of 15 or 30 per week.) The lunchtime period, 12-12.30 is generally not included within the funded hours, and will be chargeable, along with the cost of the hot food. Where the lunch period is included in the funded hours, then there will be a cost for the hot food only. An option to provide a packed lunch applies subject to our healthy eating policy. Snacks are provided twice a day, and there is a monthly charge for these. Alternatively, if parents wish to provide the snack, it needs to consist of fruit, vegetables, crackers or breadsticks or something similar.
- 3.3 A full discussion about funded hours and the best way to apply this to each individual child will be discussed during the initial visit to the nursery.
- 3.4 All payments under the Agreement can be made by cash, childcare vouchers, tax free childcare or standing order. All payments, regardless of method, shall be made by you monthly, in advance during the first week of each month (the due date). If you are reminded about outstanding fees three times in an academic year, on the third occasion this will be referred to the Nursery Committee for further action. If payment is made by cash, you will be given a receipt as proof of payment. Late payments incur a late payment fee of £20.00 per Invoice if the first stage letter has been issued.
- 3.5 If the payment of fees referred to in 3.5 is outstanding, you will be sent a reminder. If the fees are still not paid after 1 week of falling due, you will be sent a first stage email or be contacted by telephone. If payments are more than 2 weeks late you will receive a final warning. If the full payment is not received after this time scale the matter will be referred to the Nursery Committee and legal procedures will be initiated, and all unfunded sessions will be withdrawn.
- 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 under a separate invoice for payment.
- 3.7 No refund will be given for periods of absence due to illness or holidays on the part of either party. We are open term time only in line with Thorney Island Primary School.

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 4 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 the Manager or 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) the sessional fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.

- 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 From time to time, we will 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 are used for display and for your child's records within the setting.
- 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 healthy meals 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 conducted for children with any known allergies. All staff 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.

Please sign below to confirm you have read and agree to these Terms and Conditions and have received a copy of our Privacy Notice.

Signed Dated

Print Name

Signed Dated

For and on behalf of Thorney Island Nursery