

#### The Agreement:

The Application Form and the Parent Contract & Terms and Conditions represent the understanding between the Pre-school and the Parent(s)/Guardian(s). The signing of the Parent Contract & Terms and Conditions gives rise to a legally binding contract on the above terms between you and the Pre-school and constitutes commencement of the Agreement. Any breach of the Parent Contract & Terms and Conditions will result, if necessary, in your child's place being withdrawn and possible court action to recoup any money owed to the Pre-school.

The term 'Parent' in this document represents any parent, carer, guardian or other person or persons with legal responsibility for the child. 'We' represents to the Pre-school and Head Office.

**Absences:** Fees are payable in advance for all sessions booked. No refunds will be made if a child is absent from the Pre-school, whether the absence is due to illness, holidays or other such reason.

**Abuse to Staff:** We will not tolerate any form of bullying, harassment, intimidation, or violence towards any staff member. If a parent intimidates or acts in an aggressive way towards a staff member, they will be asked to leave the premises immediately. This may result in the loss of the child's place at the Pre-school. More serious incidents will be reported to the police for further action.

**Admission:** It is the intention of the Pre-school to make our provision accessible to children and families from all sections of the community. Our admissions policy operates in conjunction with our Equality Policy to ensure that is applied in a fair and unbiased manner. Children may attend the Pre-school when they reach 2 years of age and can remain with us until they attend primary school. Upon application, in the event that a Pre-school place is not immediately available, the child's name will be placed on the waiting list.

**Application Process:** In order to apply for a place, parents will be required to complete and sign an Application Form. The Application Form in conjunction with these Terms and Conditions also serves as the Parent Contract. The Transition Charge should also be paid at the point of application. Applications will not be processed until both the Application Form and Transition Charge been received.

**Attendance:** We offer flexible attendance patterns to accommodate the needs of individual children and families but ask that children attend a minimum of twice per week. This is to ensure that children benefit from continuity and stability in their learning environment. Those wishing to increase the number of sessions their child attends, must notify the Pre-school by email and will be advised as to the availability.

**Bank Charges:** In the event of a payment being recalled, we will contact the parent of the child concerned and ask for an alternative payment to be made. Any charges that have been passed onto us by our bank will be included.



**Child Illness:** To control the spread of infection the Pre-school reserves the right to contact parents to ask that a child is collected if they appear unwell during the day, or to contact an emergency contact (as stated in the Enrolment form) to collect on their behalf. It is our policy that unwell children need to be at home to recover from illness; this includes both infectious and non-infectious illness. All parents are required to inform the Pre-school if their child has been unwell over the weekend or overnight before a session and if the child has been given medication.

**Child's Birth Certificate:** All children in receipt of the Funded Early Education Entitlement are required to provide the original birth certificate for verification. We will be unable to claim funding on behalf of any child if we do not hold the certificate number and date of issue. We request this information at point of entry to the Preschool.

**Disclosures:** The Pre-school needs to be informed about any medical and non-medical condition, health problem, allergy or suspected learning difficulty affecting a child. We also need to be informed of any family circumstances or court order that may affect a child whilst in our care. We require ensure that such information is disclosed on each child's Pre-school enrolment form. In addition, the Pre-school should be informed in writing of any changes to the information held by us (e.g. changes to emergency contacts, allergies, medical conditions).

**Emergency Contacts:** In the event of an emergency or child illness, parents or other emergency contacts must be able to collect children within 30 minutes of receiving a telephone call. Details of all emergency contacts must be given at the point of enrolment and kept up to date thereafter.

**Fees and Payments:** Our Pre-school fees are set at a competitive level to maintain a sustainable and wellequipped setting. Additional hours, not covered by the Funded Early Education Entitlement, are charged at our standard rate. Any combination of attendance can be requested though we do insist on minimum attendance of twice per week. Fees are charged at a flat monthly rate according to the number of times per week that a child attends and any funding entitlement. No adjustment to the fees is made for those who attend on days which are affected by closures such as Bank Holidays, trips and visits or training days. A full list of charges can be found on the Pre-school website and is also available from the Head Office

Invoices give an annual illustration of fees and funding and detail the amount to be paid each month from April to March. When a child starts part way through a financial year, payments will be due from August to March for a September start or December to March for a January start. The final payment for children leaving for school must reach our account no later than 15 July.

Fees are payable every month and should be made via Standing Order either directly from a bank account or from a Childcare Voucher or Tax-Free Childcare account. Other payment methods can only be used with prior agreement by the Finance team and may be subject to additional fees.

Payments must clear our account by the 15<sup>th</sup> each month or the due date given on the invoice irrespective of the method used. Late payments will incur an automatic fee of £50. Fees are payable by the parents individually and/ or jointly, who have signed and returned the Application Form, Parent Contract and Terms and Conditions.

Fees increase annually in April. We will provide written notice of at least one month in advance of fee increases.





**Hours of Operation:** The Pre-school is open for 38 weeks per academic year, Monday to Friday and offers the following sessions.

- Morning 8.30am to 12.30pm
- Afternoon 12.30pm to 3.30pm
- All day 8.30am to 3.30pm

The Pre-school is closed on all public holidays and can be closed for up to three days per academic year for staff continuous professional development training. Term dates and closures are published in advance on our website.

**Integrated Montessori Package Fee (IMPF):** The monthly fees include the Integrated Montessori Package Fee (IMPF) which is not covered by the Funded Early Education Entitlement funding. The IMPF is for the specialist Montessori teaching experience that children in our care enjoy. This includes specialist activities, tuition and practices as well as qualified, Montessori-trained staff. Real-life opportunities and learning experiences are embedded in our culture, ethos and daily routine and the varied activities that the children enjoy each day. Nappies, wipes and a school lunch are also provided as part of this fee. Government funding is intended to deliver free, high-quality childcare. It is not intended to pay for the costs of extra services, specialist activities, tuition, meals, drinks, snacks, nappies and other consumables and so the IMPF enables us to offer this difference. As the IMPF is not covered by funding, it is still payable once a child becomes eligible for funding.

When child is eligible for FEEE funding but is unable to afford the IMPF, Head Office will discuss the availability of an FEEE fully funded free place. Only those accepted on a FEEE funded only free place are exempt from paying the IMPF. Parents must still pay for any hours their child attends over their FEEE funding entitlement and any meals that they order for their child.

**Late Collection Charge:** The Pre-school must be informed as early as possible if a child is going to be collected late. This is to ensure that sufficient staff cover can be arranged. If a child remains uncollected after the standard finish time of a session, the Pre-school reserves the right to charge a late collection fee as follows: £15 for up to 15 minutes and £30 for up to 30 minutes. Late collection charges will be invoiced and require payment within 7 days.

**Liability:** The Pre-school accepts no liability for any pecuniary or other loss suffered arising directly or indirectly as a result of the Pre-school being temporarily closed or the non-admittance of a child to the Pre-school for any reason.

**Local Authority Funded Early Education Entitlement:** The Pre-school offers the Funded Early Education Entitlement following the guidelines of the Essex Provider Contract and Handbook. We accept 15 hours and 30 hours of Funded Early Education Entitlement for all eligible 2, 3 and 4 year old children. If a child is not eligible for the Funded Early Education Entitlement our standard charges will apply.

Once a child is eligible for the Funded Early Education Entitlement, parents will need to complete a Parent Agreement Form every year, stating the exact number of hours per week that the child will be attending. These forms are issued by the Local Authority which we send out as soon as we receive them. It is the responsibility of the parent to ensure that we receive a completed form in good time. We will be unable to claim any funding for a child without a completed form. The opportunity to adjust claims will be given before the start of each term.



Where a Parental Agreement Form has been signed agreeing to take the Funded Early Education Entitlement, the Pre-school will secure funding for a full term. Funding cannot then be transferred to another provider during the same term unless there are exceptional circumstances and this has been agreed by Head Office.

If the Local Authority refuses to pay the Funded Early Education Entitlement because you are no longer eligible for either 15 hour or 30 hour funding or because you have over claimed, then you will become liable and the Preschool will charge the fees to you directly.

**Lunches:** A school lunch will be provided to all children who pay the IMPF. On those occasions when the school kitchen is closed, children will need to bring a healthy packed lunch. Those who do not want to take up the option of a school lunch on any given day are welcome to bring a healthy packed lunch. Please note that there will be no fee reduction for those who choose to bring a packed lunch or for those days when a school lunch is not available.

**Non-Payment of Fees:** In the unfortunate event that payment is not received, or if fees are not paid as agreed, or if payment is not forthcoming by a particular date the Pre-school reserves the right to terminate and/or amend this contract with immediate effect and withdraw the child's place. The Pre-school also reserves the right to pursue non-payment of fees in the small claims court.

**Photography:** Any visual images or recordings showing children other than a parent's own should not be posted on any social networking sites or blogs. The Pre-school will not photograph any child without prior consent.

**Pre-school Closure:** On occasion there may be circumstances beyond our control that means the decision has to be taken to close the Pre-school. On such occasions, fees will not be refunded.

**Property and Belongings:** The Pre-school cannot be held responsible for the loss or damage to children's property unless damage is caused due to the negligence of our staff. Every reasonable effort will be made by the staff to ensure that children's belongings are not lost or damaged. Parents should supply sufficient, practical clothing, labelled with the child's full name, for their child's daily needs.

**Removal:** In extreme cases, and as a last resort, we may require a parent to withdraw their child from the Preschool permanently on grounds of a child's disruptive or inappropriate behaviour if it is in the best interests of the child and/or other children who attend the setting. We will consult with parents before making such a decision.

**Security:** Under no circumstances will a child be allowed to leave the Pre-school with anyone unknown to the staff, unless previously arranged by the parent. If prior arrangements are made by telephone, the Pre-school will require the name, address and telephone number of the chosen person, as well as proof of identity on their arrival. A password will also be required.

**Termination or Cancellation:** <u>Two calendar months</u><sup>2</sup> notice must be given in writing in order to remove a child from the Pre-school or to reduce their attendance pattern.

Any postponements of the agreed start date for a child will require one month's written notice.





In lieu of notice for any of the above, parents will be liable for six weeks' fees. For those children for whom the Pre-school would have claimed funding, the full cost of six weeks fees will be liable. Fees in lieu of notice are payable whether or not a child attends the Pre-school during the notice period.

**Transition Charge:** The Transition Charge covers up to two settling in sessions for a child to attend before their agreed start date, as well as two items of uniform.

If an application for a child is withdrawn for any reason, the Transition Charge will not be refunded. In the case of the Pre-school being unable to offer a place the Transition Charge will be refunded.

If a child is already eligible for two-year-old funding for disadvantaged families, the settling in sessions can be taken within their funding entitlement. In this case the Transition Charge would not apply and the child would not be given uniform. Parents would still be given the option to purchase uniform.

**Uniform:** Two items of uniform will be issued when each child starts at the Pre-school as part of the Transition Charge. Further items of uniform can be purchased upon request. Uniform is not compulsory but is preferred.

**Visits/Trips:** These will be charged separately and the Pre-school will be closed on these occasions. Parents or designated carers are expected to accompany their child/ren on visits or trips to places of interest. There will be no refund of fees for the sessions that would have taken place that day.