### **Terms and Conditions**



The following terms and conditions govern the basis on which we agree to provide to you.

## 1. Our obligation to you

- 1.1 We will try to accommodate any requests you may make for additional sessions or session changes at the Pre-school.
- 1.2 We will notify you as soon as possible of any days the Pre-school is closed. This includes the non-pupil days arranged by Grove Wood Primary School. These days are out of the control of the Pre-school.
- 1.3 We will provide you with updates of your child's progress with us throughout their time at the Pre-school.
- 1.4 A copy of our Policies and Procedures are available to you at any time on our website (www.groveroadpreschool.co.uk) and a printed copy can be found in the Lobby Area of the Pre-school.

## 2. Your obligation to us

- 2.1 You are required to fully complete and return all forms within your starter pack to us before your child can start. You must inform us immediately of any changes in your contact details, personal details or your child's health details.
- 2.2 You must inform us immediately if your child is suffering from any contagious disease/illness. For the benefit of other children in the Pre-school you must not allow your child to attend Pre-school if they have a contagious/disease/illness, as this is easily passed onto another child during the normal activities in Pre-school. If you are unsure of the incubation period, please contact the Pre-school office.
- 2.3 In line with government health guidelines children should not come into Pre-school for a minimum of 48 hours after the last episode of vomiting or diarrhoea has occurred.
- 2.4 We reserve the right to contact you to request that you collect your child if he/she becomes unwell whilst they are at Pre-school.
- 2.5 Full details must be given of anything affecting your child's health including allergies, conditions or additional needs.
- 2.6 In order for the staff to administer medicine you must authorise by signing a medication consent form before leaving the premises. Both parties must follow the Pre-school's policy and procedure on medication and illness.
- 2.7 You are required to inform us as far in advance as possible of any dates when your child will not be attending.

- 2.8 You must keep us informed as to the identity of the persons who will be collecting your child from the Pre-school. If the person who is collecting the child is not usually collecting them, we will require the name of the person collecting the child to be given to us and we will ask that person for the password on your child collection form as proof of identification. If we are not satisfied that an individual is allowed to collect your child, we will not release them into their care.
- 2.9 You must contact us as soon as possible if you are unavoidably delayed and you will be unable to collect your child on time. You should make arrangements for an authorised person (recorded on your Collection Authorisation Form) to collect your child as soon as possible and confirm who they are. A late collection charge will be applied. If you fail to collect your child by the official collection time and we have reason to be concerned about your child's welfare we will contact the local authority.
- 2.10 All children must bring at least one complete change of clothing and a spare pair of indoor shoes to each session. All clothing must be clearly labelled with your child's name. Please also supply wellington boots in a named bag which are to be returned home after each session. If your child is still in nappies, please ensure you also supply enough nappies to accommodate your child throughout the session.

## 3. Payment of Fees

- 3.1 The Pre-school is open 38 weeks of the year excluding weekends and bank holidays. Fees are invoiced each half term in advance. We may review the fees at any time but shall send out a notification 4 weeks prior to it taking effect.
- 3.2 Fees must be paid each half term in advance. Payment plans are available to set up on request.
- 3.3 Payment received later than 7days after the invoice date, will result in a late payment letter being issued. Payment is required within 7days of the date of the letter. Failure to make the payment could result in your child losing their place at the Pre-school and further charges being incurred.
- 3.4 In the event of emergency or bad weather resulting in the Pre-school closing, we will inform parents as soon as possible by phone, text message and/or email. If we close or take the decision to close due to events or circumstances beyond our control, such as bad weather, the fee will continue to be payable in full. We will be under no obligation to provide alternative childcare to you. However, if the closure exceeds three consecutive days in duration (excluding any days when we would otherwise be closed), we will credit you with an amount that represents the number of days closed in excess of three days.
- 3.5 If you are taking your child on holiday during term time, we require you to inform us of the dates your child will be on holiday from and when they will return to Pre-school. No refund will be given for periods when children do not attend a session due to illness or holidays. This is to keep your child's place open for them. Please note that we are closed on bank holidays and our team has three training days per year. This helps support our team's continuing professional development which benefits the children and families.
- 3.6 In the event of frequent failure to collect your child on time at the end of session. A late payment charge of £5.00 per 15 minutes will apply.

- 3.7 In the event of closure or absence due to COVID-19, the following fees will apply:
  - Closure of setting due to confirmed case by member of staff/child: refund
  - Closure of setting by the Government/National lockdown: refund
  - Isolating household: payment still required
  - The setting remains open but you chose to keep your child absent: payment still required

# 4. Termination of the Agreement

- 4.1 You are required to provide at least 4 weeks notice of your intention to decrease the number of hours your child attends and similarly, should you decide to withdraw your child completely and end these Terms and Conditions. If you give insufficient notice, you will still be required to pay full fees for one month from the date of notice. If you would like to end this Terms and Conditions, please speak to the setting manager.
- 4.2 We may terminate this agreement if -
  - You have failed to pay your fees
  - You have breached any of your obligations to us under this agreement and you cannot put right that breach within a reasonable period of time.
  - You behave unacceptably as we will not tolerate any physical or verbal abuse towards staff, volunteers or students in placement.
- 4.3 You may end these Terms and Conditions if we have breached any of our obligations under this document and we have not or cannot put right that breach in a reasonable period after you draw it to our attention.

# 5. Safety and Wellbeing

- 5.1 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, staff and adults, it may be necessary to suspend childcare while we try to address these issues with you. It may also be necessary to share our concerns with other external agencies as appropriate.
- 5.2 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.
- 5.3 If your child is suspended part way through the month, under the conditions stated in clause 4.2, we will 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.
- 5.4 It may become apparent that the support we can offer your child is not sufficient to meet his or her needs. Under these circumstances we work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end these Terms and Conditions.

### 6. General

- 6.1 If you have any concerns regarding the service we provide please discuss these with the Pre-school Manager or Session Leader. Customer satisfaction is of paramount importance to us and any concerns/complaints will be recorded as of our Complaints Policy.
- 6.2 We will always seek your consent where we need to share information about your child with any other professional or agency outside the Pre-school. We are required by law to override your refusal to give consent only in specific circumstances where a child or adult may be in danger if we do not share that information.
- 6.3 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly or link us to any political movement or agenda.
- 6.4 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.
- 6.5 The Pre-school is not responsible for any work undertaken by its employees outside of the terms and conditions of their employment by Grove Road Pre-school.
- 6.6 A voluntary contribution is requested towards additional snacks and one-off activities.
- 6.7 As of September 2010 funding is available for children for the term after their 3rd birthday for up to 15 hours. We accept 30 hour funding for those eligible. To check your eligibility, please see GOV.UK website.
- 6.8 Sessions cannot be swapped with any other child or additional sessions taken. If a permanent place becomes available, these will be offered by a Pre-school Manager or Office staff. This not only ensures there is no disruption to the pattern of continuity in the Pre-school, providing stability for the children, but it also forms part of the Funding Entitlement Contract with Essex County Council.
- 6.9 Staff training days will be taken when required. A maximum of five training days per year may be taken. This helps support our team's continuing professional development which benefits the children and families. As much notice as possible will be given of the days.
- 6.10 We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.
- 6.11 Acceptance of a place at the Pre-school will be deemed as acceptance by you to these terms and conditions.
- 6.12 This agreement supersedes any prior arrangements and agreements.