

## Parent Contract & Terms and Conditions

### 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 Any breach of the Parent Contract & Terms and Conditions will result, if necessary, in your child's place being withdrawn and possible court action to recoup any money owed to the Pre-school.

**Absences:** Fees are payable in advance for all sessions booked. No refunds will be made if your 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 Pre-school 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 your 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.

**Application Fee:** Once you have decided to send your child to the Pre-school, you will be required to complete and sign an Application Form agreeing to this Parent Contract and Terms and Conditions and to pay the Application Fee. Your application will not be finalised until both have been received. As part of the Application Fee, two items of uniform will be provided to your child when they start.

If you qualify and have been accepted by Head Office for the Funded Early Education Entitlement (FEEE) funded only free place there is a nominal Application Fee which will be refunded to you when your child takes up the place. Alternatively, it can be exchanged for two items of uniform. More information about this place can be found on page 3 of this document (see Montessori Supplement).

In the event that a pre-school place is not immediately available, your child's name will be placed on the waiting list. For our September intake the waiting list will be followed in strict order of receiving your child's Application form and fee. The Application fee is non-refundable if the place request is withdrawn for any reason. In the case of the pre-school being unable to offer a place the Application fee will be refunded.

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

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**Bank Charges:** In the event of a payment being recalled, we will contact the Parent/Guardian 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 you to ask that you collect your child if they appear unwell during the day, or to contact an emergency contact (as stated in the Enrolment form) to collect on your 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 your behalf if we do not hold the certificate number and date of issue. We request this information at point of entry to the Pre-school.

**Disclosures:** The Pre-school needs to be informed about any medical and non-medical condition, health problem, allergy or suspected learning difficulty affecting your child. We also need to be informed of any family circumstances or court order that may affect your child whilst in our care. Please ensure that such information is disclosed on your child's Pre-school enrolment form. In addition, you are required to inform the Pre-school 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 well-equipped 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 a minimum of two sessions per week. A full list of charges can be found on the Pre-school website and are also available from the Pre-school Finance team.

Fees are due every term and can be paid via bank transfer, Childcare Voucher or Tax-Free Childcare. Other payment methods can only be used with prior agreement by the Finance team and will be subject to an additional charge due to bank processing charges incurred by the Pre-school.

Fees for each term are payable in advance by the dates given below:

- Autumn Term – 15 August
- Spring Term – 15 December
- Summer Term – 15 April

Payments must clear our account by the dates given above 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/Guardians, 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.

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**Late Collection Charge:** You are required to inform the Pre-school as early as possible if you are going to be late collecting your child. This is to ensure that sufficient staff cover can be arranged. If a child remains uncollected 15 minutes 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 immediate payment.

**Liability:** The Pre-school accepts no liability for any pecuniary or other loss suffered by you 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 eligible 2, 3 and 4 year olds. If your child is not eligible for the Funded Early Education Entitlement our standard charges will apply.

Once your child is eligible for the Funded Early Education Entitlement, you will need to complete a Parent Agreement Form every term, stating the exact number of hours per week that your child will be attending. These forms are issued by the Local Authority which we send on to you as soon as we receive them. It is your responsibility to ensure that we receive the form in good time. We will be unable to claim your funding without a completed form.

Where a parental contract has been signed agreeing to take the Funded Early Education Entitlement, the Pre-school will secure funding for a full term, unless there are exceptional circumstances. Once you have signed a contract of attendance, you will not be able to transfer the Funded Early Education Entitlement payment to another provider during the same term unless agreed by Play to Learn 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 Pre-school will charge the fees to you directly.

**Montessori Supplement:** The fees include a Montessori Supplement which is not covered by the Funded Early Education Entitlement funding. The Montessori Supplement is for the Montessori education that the children in our care enjoy, including specialist teaching and curriculum resources and staff training. It also enables us to offer much better staff:child ratios than the industry standard.

If your child is eligible for FEEE funding and you are unable to afford the Montessori Supplement, please contact Play to Learn Head Office to discuss the availability of a FEEE funded only free place. Only those accepted on a FEEE funded only free place are exempt from paying the Montessori Supplement. Parents must pay for any hours their child attends over their FEEE funding entitlement.

**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.

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**Opening Hours:** Morning sessions run Monday to Friday: 8.45am to 12.45pm. Afternoon sessions run Monday to Friday: 12.45pm to 3.45pm. The Pre-school is open for 38 weeks per year, term time only. This means that the Pre-school is closed on all bank holidays and local authority school holiday dates. It will also be closed for up to 3 days per academic year for staff continuous professional development training.

**Payment Plans:** On a case-by-case basis, the Pre-school Head Office may allow payment in instalments. There is an Administration Fee of £10 per term to use this service. In these circumstances, fees are payable in four equal instalments and should clear our account by the dates given below:

- Autumn Term – 15 August / 15 September / 15 October / 15 November
- Spring Term – 15 December / 15 January / 15 February / 15 March
- Summer Term – 15 April / 15 May / 15 June / 15 July

No reminders will be sent. Failure to meet these terms will result in your removal from the scheme and fees will then become due for immediate and full payment.

**Photography:** Any visual images or recordings showing children other than your own should not be posted on any social networking sites or blogs. The Pre-school will not photograph your 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. The Pre-school is obliged on these occasions to pay the staff and the Pre-school reserves the right to charge for any session which your child would have attended, if the Pre-school had not been closed due to circumstances beyond its control.

**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 your child's full name, for your child's daily needs.

**Removal:** In extreme cases, and as a last resort, we may require you to withdraw your child from the Pre-school permanently on grounds of a child's disruptive or inappropriate behaviour if it is in the best interests of your child and/or other children who attend the setting. We will consult with you 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 you. If you make prior arrangements 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 be required.

**Term Dates:** The academic year is split into three terms:

- Autumn (September to December)
- Spring (January to April)
- Summer (April to July)

The Pre-school is open for 38 weeks each year and the length of each term varies. The actual weeks open each term are published in advance and can be found on the Pre-school website.

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**Termination or Cancellation:** If you wish to remove a child from the Pre-school Parents/Guardians are required to give notice in writing no later than the following dates:

- 31 October to leave at the end of Autumn Term
- 28 February to leave at the end of Spring Term
- 31 May to leave at the end of Summer Term

If you want to reduce the number of sessions attended, Parents/Guardians must give notice of the change in writing by the dates given below:

- 31 October for changes starting Spring Term
- 28 February for changes starting Summer Term
- 31 May for changes starting Autumn Term

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

In lieu of notice for any of the above, Parents/Guardians will be liable for 6 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 your child attends the Pre-school during the notice period.

**Uniform:** Two items of uniform will be issued when your child starts at the Pre-school, unless you decline this option. Further items of uniform can be purchased upon request. Uniform is not compulsory.

**Visits/Trips:** These will be charged separately, and the Pre-school will be closed on these occasions. Parents/Guardians 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.