

NORTH WORCESTER PRIMARY ACADEMY

Pre-School Childcare Terms & Conditions

Purpose of Agreement:

This document, and the terms and conditions within in, govern the basis on which North Worcester Primary Academy Pre-School (referred to here as 'we'/'our'/'us') agree to provide childcare services to parent(s)/guardian(s) (referred to here 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, to confirm that you have Parental Responsibility for the child.

Please sign and date this document (Page 8) to acknowledge that you have read, and agree to abide by, our terms and conditions.

Commencement date of agreement (child's start date): _____

Our Details:

North Worcester Primary Academy
John Comyn Drive, Worcester, WR3 7NS
01905 953850 northworcesterprimary@riverscofe.co.uk

Ofsted URN: 147190
Insured by: RPA, provide by Department for Education
Insurance Policy No: 147190

Your Details:

Parent/Guardian 1

Full Name: _____

Address: _____

Telephone: _____

Email: _____

Parent/Guardian 2

Full Name:

Address:

Telephone:

Email:

Full Name of Child:

Date of Birth:

Terms and Conditions:

1.0 Our obligation to you

1.1 Our Pre-School offers provision to all children who are 3 – 4 years of age.

1.2 Should our Pre-School be oversubscribed; we will place you on a waiting list and you will be contacted when a space becomes available.

1.3 Our funded hours are Monday – Friday 8.30am – 3pm. Our funded sessions are 8.30am – 3pm, 8.30am – 11.30am, 8.30am – 12 noon, 12 noon – 3pm.

1.4 Our term-time wraparound care sessions are 7.30am – 8.30am and 3pm - 4pm, 3pm – 5pm and 3pm – 6pm Monday – Friday. Our holiday wraparound care sessions are 7.30am – 8.30am and 3pm - 4pm and 3pm – 5pm Monday – Friday. Our wraparound sessions are not eligible for Nursery Education Funding.

1.5 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not, the offer of a place may be withdrawn.

1.6 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.

1.7 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 and kept up to date, in our Privacy Notice, which is available on our website at www.northworcesterprimary.co.uk.

1.8 We will try to accommodate any requests you may for addition sessions and/or extended hours of childcare.

1.9 We will notify you as soon as possible of any days we will be closed.

1.10 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.

1.11 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 and any other aspects of our childcare services as and when required.

1.12 We will comply with the requirements of the Early Years Foundation Stage (EYFS) and our Ofsted registration in regard to the childcare services we provide for your child.

1.13 Our policies and procedure which outline how we satisfy the requirements of the EYFS in our everyday practice are available on our website (www.northworchesterprimary.co.uk) ; 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.

1.14 We will maintain appropriate insurance to cover our childcare activities.

1.15 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 return our *New Pre-School Starter Admission Form, Media Consent Form, Parent Partnership Agreement and Parental Declaration Form for Funded Early Education Places for 3 and 4 year olds* and provide a copy of your child's birth certificate to us 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 we provide for your child.

2.3 The *New Pre-School Starter Admissions Form* included medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.

2.4 You will read and abide by North Worcester Primary Academy's policies and procedures, available on our website (www.northworchesterprimary.co.uk)

2.5 You will make yourself available 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 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 and a pick-up password. 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. A late collection charge of £5 per 15 minutes will be applied, except in exceptional circumstances.

2.9 You must inform us as far in advance as possible of any dates on which your child will not be attending.

2.10 You will provide us with a least one month's written notice (by email to northworcesterprimary@riverscofe.co.uk) of your intention to withdraw your child (and end this Agreement). If insufficient notice is given, you will be responsible for the full unfunded hours fees for your child for one month from the date of notice. Parents/Guardians should be aware that in order to transfer funded hours to another setting within a term they must give notice before the end of Headcount Week. Headcount Week dates are available from the school office.

2.11 You must inform us if your child is the subject of a Court Order and provide us with a copy of this Order(s) on request.

3.0 Payment of Fees – Funded Hours

3.1 We will use the information provided in your completed *Parental Declaration Form for Funded Early Education Places for 3 and 4 year olds* to make a submission to Worcestershire County Council Nursery Education Funding Team for your funded hours. Our funded hours fees are based on a weekly fee that shall be notified to you in advance of your child starting ('Weekly Fee'). 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 one month's notice in writing (e-mail to northworcesterprimary@riverscofe.co.uk).

3.2 We claim your funded hours by multiplying the number of hours your child attends by the number of weeks we are open during the term. The number of weeks and the available funded hours will vary depending on whether your child attends term time only (38 weeks) or our stretched offer (47.6 weeks).

3.3 If your child attends term time only – 38 weeks – and you are eligible for Universal Funded Hours, the maximum funded hours we can claim is 15 hours per week. If your child attends term time only (38 weeks) and you are eligible for Additional Hours, the maximum we can claim is 30 hours per week. If your child attends our stretched offer of 47.6 weeks, and you are eligible for Universal Funded Hours, the maximum funded hours we can claim is 11.97 hours a week. If your child attends our stretched offer of 47.6 weeks and you are eligible for Additional Funded Hours, the maximum we can claim is 23.94 hours per week.

3.4 It is the parent/ guardian's responsibility to ensure that we have correct childcare funding information and to ensure that, where relevant, 30-hour codes are renewed. Should we be unable to access your funded hours we will invoice all hours at our hourly rate.

3.5 We are unable to use your childcare funding to claim additional ad hoc sessions, wrap around care sessions or lunch meals. Ad hoc additional sessions, or late collection charges, will be payable as unfunded hours with applicable charges under a separate invoice for payment.

3.6 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party.

3.7 We are closed on bank holidays and for 6 training days per year to support our continuing professional development for the benefit of children and families; no refund is given for this closure as this has already been taken into account when calculating your child's fees/ our funded offer. We are also closed over the Christmas school holiday period. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

4.0 Payment of Fees – Unfunded Hours

4.1 Our unfunded hours fees are based on a weekly fee which shall be notified to you in advance of your child starting ('Weekly Fee'). The weekly fee is based upon our hourly rate of £6.90. 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 one month's notice in writing (e-mail to northworcesterprimary@riverscofe.co.uk).

4.2 Unfunded hours fees must be paid on a termly basis. Invoices must be paid within 14 days of the invoice date.

4.3 We calculate the amount payable by you each term by multiplying the weekly unfunded hours fees by the number of weeks we are open during the term. The number of weeks will vary depending on whether your child attends term time only or our stretched offer.

4.4 All payments for unfunded hours fees made under the Agreement should be made by BACS transfer or via the use of childcare vouchers or the government Childcare Choices scheme. Late payments may incur an administration charge of £10 for overdue accounts.

4.5 If the payment of unfunded hours fees referred to in 4.2 is outstanding for more than 14 days after the end of a term then we may terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.

4.6 If you have requested ad hoc 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 unfunded hours applicable charges under a separate invoice for payment.

4.7 Wraparound care hours are 7.30am – 8.30am and 3pm – 6pm and fees for these sessions, as well as terms and conditions for use of our wrap around care service, are available on our website www.northworcesterprimary.co.uk

4.8 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party.

4.9 We are closed on bank holidays and for 6 training days per year to support our continuing professional development for the benefit of children and families; no refund is given for this closure as this has already been taken into account when calculating your child's fees/ our funded offer. We are also closed over the Christmas school holiday period. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

5.0 Suspension of a child

5.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due. 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.

5.2 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.

5.3 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.

5.4 If your child is suspended part way through the term, under the conditions stated in clause 5.5 we shall give you a credit for any unfunded hours fees you have already paid for the remaining part of that term, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

5.6 If your child is suspended part way through the term, under the conditions stated in clause 5.7 we shall process a credit for any funded hours fees we may have already claimed for, calculated on a pro rata basis. However, if your child is suspended after headcount week you may lose your claimed funding for that term

6.0 Termination of the Agreement

6.1 You may end this Agreement at any time, giving us at least one month's notice in writing (e-mail to northworcesterprimary@riverscofe.co.uk).

6.2 We may immediately end this Agreement if:

6.2.1 You have failed to pay your unfunded hours fees;

6.2.2 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;

6.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards our staff;

6.2.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.

6.3 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.

6.4 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.

7.0 General

7.1 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 Weekly Fee 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 for any unfunded hours fees that represents the number of days closed in excess of three days.

7.2 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 Pre-School Lead. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Complaints Policy.

7.3 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. We record your permissions for the use of your child's image for training, publicity, or marketing purposes in our Pupil Data Consent Form. You are able to change the permissions for your child at any time by completing a new Pupil Data Consent Form.

7.4 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 the Public Health Agency's Guidance on Infection Control in Schools and other Childcare Settings, available on our website.

7.5 Food and drink is provided on the premises. Parents/ guardians of children with food allergies are required to complete an Allergen Diet Form and will be asked to wear a lanyard identifying their allergy during lunch service. 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.

7.6 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 Parent and Pupil Privacy Notices, available on our website. 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.

8.0 This Agreement

8.1 We reserve the right to vary the terms and conditions contained in this Agreement.

8.2 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.

8.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

ACCEPTANCE OF OFFER OF CHILDCARE PLACE

Please sign below to indicate that you have read and understood the above Terms and Conditions and to confirm your acceptance of a childcare place with us for your child.

Parent/Guardian 1 Name: _____

Signature: _____ **Date:** _____

Parent/Guardian 2 Name: _____

Signature: _____ **Date:** _____