**Terms and Conditions**

The document and the terms and conditions within it govern the basis on which Martlesham Preschool (referred to here as ‘we’ / ‘our’ / ‘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, to confirm that you have parental responsibility for the child as part of our registration process.

**Our details:**

Martlesham Preschool, Deben Avenue, Martlesham, Ipswich, Suffolk, IP5 3QR.

Charity number- 288268

Telephone: 01473 625986

Email: martleshampreschool@outlook.com

Ofsted URN: EY415425

Insured by: Early Years Alliance

**Terms and conditions**

* 1. **Our obligation to you**
	2. We will inform you as soon as possible whether your application for a place has been successful. You must confirm within two weeks of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn. We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when 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.
	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.
	4. We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. We request 6 weeks notice of any changes.
	5. We will notify you as soon as possible of any days we will be closed.
	6. We will treat your child with the utmost respect and dignity, and will never use or threaten any type of punishment that could adversely affect a child’s wellbeing.
	7. We will provide you with regular verbal updates as to your child’s progress and will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
	8. We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services provided for your child.
	9. We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in everyday practice; and will notify you as and when any changes are made to policies and procedures. The manager will be available to discuss or explain policies and procedures, and/or any relevant changes, at a mutually agreed time.
	10. We will maintain appropriate insurance to cover our childcare activities.
	11. We will try to make a place available to any of your other children. However, cannot guarantee that a place will be available.
1. **Your obligation to us**
2. You will need to complete and return the *Application to Join* and *Registration Form* to us before your child can start with Martlesham Preschool.
3. You must notify us immediately of any changes to the information you have provided, and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
4. The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
5. You will agree to abide by our policies and procedures.
6. You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place at mutually agreed times. Please make sure you access emails, and keep up to date with notifications on your Tapestry account, as other than face to face, this is often our first method of communication.
7. You must immediately inform us if you believe that your child is suffering from any contagious disease, or if your child or an immediate family member has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending, and staff you must not allow your child to attend whilst they are contagious or pose a risk to any one at Preschool during normal daily activities. Any recommended isolating periods must be followed. Fees are payable during this period of absence.
8. 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.
9. 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. If we are not anticipating a late collection, a late payment charge of £5 will be applied for up to the first 5 minutes, with a £1 charge for every minute thereafter. You will be required to sign your child out to confirm late collection time.
10. You will inform us as far in advance as possible of any dates on which your child will not be attending. This can be done for sickness and holiday using E Mail. These absences remain payable.
11. You will provide us with at least one-half term’s notice (6weeks) of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice. If you are ending this Agreement, notice must be given in writing or via email.
12. It will be assumed by the setting that any child that has attended in the summer term, and is not expected to go to school in the following September will continue to require a place in coming September (Autumn term). Unless 6 weeks notice has been given before the end of the summer term. If your child fails to return in September and you have not given notice you may be charged for a 6 week notice period.
13. 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.
14. **Payment of fees and unexpected late collections**
15. Our fees are based on a fee that shall be notified to you in advance of your child starting, and are invoiced termly at the beginning of each term. 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 6 weeks notice in writing or via email.
16. Fees must be paid within 3 weeks of issue. Our office administrator calculates the amount payable each term, based on actual sessions within that term that your child will attend. Children that are entitled to government funded sessions will see that these sessions appear at a cost of £0.00.
17. All payments, regardless of method, shall be made by you within 3 weeks of issue. This date will be stated on your invoice. If payment is made by cash, it is your responsibility to obtain a receipt as proof of payment. At the end of the 3rd week a reminder will be issued. If the invoice remains unpaid at the end of the 4th week you will incur a late payment fee of £10.00.
18. If you have problems with making payment or would prefer to pay in instalment, please liaise with us as soon as possible to make arrangements to set up a payment plan.
19. ***If the payment of fees and late payment charge referred to in 3.3 is outstanding for more than 14 days 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 terminate shall be regarded as a formal demand for outstanding monies, where an additional administration charge of £10 will be applied to your account.***
20. If you have requested additional sessions, charges will be added to your account and details of these will be reflected in an amended invoice for payment.
21. No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and you will not be charged for these.
22. In the event of late collection of your child, we reserve the right to charge for each additional session they have entered into, or part thereof, on a pro-rata basis.
23. **Suspension of a child**
24. We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due. Failure to complete and return a funding form, or provide accompanying documentation in time for it to be processed by the setting- resulting in the preschool failing to be able to make an early years funding claim, will also be seen as non payment of fees. Should this occur you may be charged for the six week notice period, as these sessions have been reserved for your child, even if you no longer wish for your child to attend the setting. Or if you wish for your child to continue to attend the setting, and we are unable to submit an additional claim, you will be invoiced as a paying parent for the remainder of the term.
25. 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.
26. We do not support the exclusion of any child on the grounds of behaviour. However, if your child’s behaviour is deemed by the manager 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.
27. 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.
28. If your child is suspended part way through the term, under the conditions stated in clause 4.3 the committee may offer a credit for any fees you have already paid for the remaining part of that half term, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us. This would be decided upon on an individual case.
	1. **Termination of the Agreement**
	2. You may end this Agreement at any time, giving at least one half term (6 weeks) notice in writing or via email
	3. 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 any 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.

* 1. 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.
	2. You may end this Agreement if we have breached any obligations under this Agreement and have not or cannot put right that breach within a reasonable period after you have drawn it to the managers attention.
1. **General**
2. 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, pandemic illness) the Hourly/session 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), and you have paid for days you have been unable to attend, we will credit you with an amount that represents the number of days closed in excess of three days. If the setting is open and a space is made available to you, and you decide not to send your child, fees may remain payable. This credit is to be used with the Preschool and is not a cash refund.
3. 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*.
4. 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 the EYFS curriculum and for children’s individual development records. They are stored on portable devices whilst your child is with us. The photographs are used for display and for your child’s records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use.
5. 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 the setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our Policies. Children cannot attend the setting until they have 48 hours clear from their last episode of sickness or diarrhoea. Also, we cannot admit a child who has required Calpol to reduce a fever that day.
6. Whilst food and drink is provided on the premises, we are not a commercial kitchen and although we will do our very best, 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. It is our usual practice to provide snacks and drinks that do not contain many of the common allergens. 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. 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 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.
8. **This Agreement**
9. We reserve the right to vary the terms and conditions contained in this Agreement
10. 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.
11. Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

*This policy is reviewed annually by Martlesham Preschool Committee*