



## **Terms and Conditions**

Whilst we try to keep our terms and conditions as brief as possible, nonetheless, because we are caring for very young children, we are naturally obligated to many rules, regulations and also a good deal of legislation. We take our responsibilities very seriously and in that regard we have to be very clear to our parents and care givers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

The terms and conditions detailed in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of day to day detail which cannot be reasonably contained in one document. Consequently, you are also provided with supplementary information on the website as well as the day to day exchange and communication of documentation (hard copy and email), policies, procedures and reports.

Your acceptance of our terms is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time here at Little Hearts Pre-School Cranleigh is dependent on the partnership between us and our parents and care givers. Please don't hesitate to let us know if you wish to discuss the terms further.

## **Booking and Registration**

1.1 The booking is not complete until the relevant booking form has been signed and returned to the Manager along with the registration fee.

1.2 If you are unable to pay the registration fee at the time of completion of the booking form, but want to secure your place, then we are able to accept the booking form and keep your reservation allocated for 10 days.

1.3 *Changes to your booking before the start date -*

Changes that do not reduce the number of sessions booked, to swap days for example, or changes to increase the number of sessions booked, can be made if available. Decreasing the number of sessions booked will be reasonably considered and taking into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking if the decrease is greater than one full day or there is an unreasonable delay to the start date.

1.4 *Changes to your booking after the start date -*

Swapping (on permanent basis) or increasing sessions can be considered as detailed in the previous point. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list or you may wish to terminate the booking giving 8 weeks' notice. Decreases to your regular booking also requires 8 weeks' notice.

1.5 Prior to making your booking we can provide up to 5hrs settling in sessions spread across a week free of charge. In the unlikely event that a child does not settle at the Nursery, the parent / care giver may terminate the booking with 2 weeks' notice, the fees must still be paid as normal when due, including the hours used for settling in.

1.6 We charge a non-refundable registration fee of £80.

1.7 If your booking is for a full time place (5 full days per week), and the place is confirmed by us, it is not possible to reduce the booking for 8 weeks after commencement. After this time the Nursery requires 4 weeks' notice of any changes.

1.8 Once a place has been taken up, we require 8 weeks written notice for a withdrawal of a place, 12 weeks if the booking is of 30 hours a week or more.

### **Fees and Financial**

2.1 All on-going fees are payable in advance by Standing Order or Childcare Vouchers on the first day of the month to which they relate and by the 7th of the month at the latest before charges will be incurred (£5 for every day after 7<sup>th</sup> of the month). Responsibility for paying fees resides with the parents or legal guardians of the child.

Other forms of payment can be accepted for the first month's fees. In exceptional circumstances, we can also accept payment by cash. This should be agreed at the beginning of your booking with the Nursery Manager.

2.2 Fees are calculated termly and payable on a calendar month basis. If you leave mid-term or before the school year is finished, you may be liable to pay outstanding fees as you may not have paid enough for the weeks you have done.

2.3 We are closed at weekends, Bank Holidays, 4 Inset Days a year, and run during Term Times only and our fees are structured accordingly; effectively you pay for 38 weeks of the year.

2.4 The Pre-School has already adjusted our fees to take into account that we are closed during bank holidays and Inset Days. Further discounts for Nursery closure may be offered in exceptional circumstances and assuming the closure is within our control.

~~2.5 Fees can be paid weekly by standing order if this helps with cash flow.~~

2.6 If your child's start date is part way through the month then we will invoice for the actual sessions taken and begin the calendar month calculation the following month.

2.7 Fees are reviewed once per year normally between May and July. Any changes to the fee rates will be notified to you at least 8 weeks in advance.

2.8 We do not raise invoices each month unless you request us to do so. We will provide statements of account on request.

2.9 Extra sessions are payable in advance by BACS. In certain circumstances extras may need to be paid for on the day by cash. We will advise you at the time of booking if this is the case.

2.10 There is no VAT to be paid on any of our charges.

2.11 We are unable to refund fees for sessions not taken due to illness, absence, holidays or where the Nursery is forced to close due to circumstances beyond our control including any closures related to a pandemic such as Covid. See section 3 of this agreement.

2.12 The Nursery reserves the right to charge interest on late fees at the rate of £5 per day (after 7<sup>th</sup> day grace period). For re-presented cheques a minimum charge of £35 will be made. Children may be excluded from the Nursery if fees remain outstanding beyond 14 days from their due date.

2.13 There is a minimum booking commitment for children aged 2 to 3 years of 3 sessions

9am-1pm., for ages 3 years + 4 sessions 9am to 2pm. Bookings must be for the same session(s) each week. It is not possible to swap days, so that for example, a normally booked Thursday is swapped for a Friday on a one off or temporary basis. Additional days can be accepted as a chargeable extra and subject to availability.

2.14 Our fees apply to normal opening hours of 8.30 a.m. to 3.30 p.m. for a full day. Fees are calculated evenly by calendar month and are discounted to reflect the fact that the Nursery is closed during bank holidays and half terms. We do not provide discounts for holidays or extended periods of absence.

2.15 Because of the staffing and resource requirements as laid down by Ofsted, children who are collected after the agreed time will incur a late collection charge, the minutes will be added through out the month and invoiced separately. Non payment of late fees may also result in a termination of your booking. (see current fee sheet for details).

2.16 Discounts are available for siblings (not on government funding). The discount is provided to the older child and remains in place until the older child leaves. The rate of this discount will be 5% for each additional child. A further discount of 5% is provided to employees of the NHS, teachers and fees which are paid for 1 term in advance are subject to a 5% discount The maximum discount available under any circumstances is 10%.

2.17 Parents / carers claiming the Early Years Free Entitlement should ensure that they are not claiming more than the statutory allowance. Please consult with the Nursery Manager if in any doubt.

2.18 We are not obligated to deliver FEE or FEET funded places. We reserve a number of fully funded places for low income and or vulnerable groups. These may be on recommendation from the local authority, social services or family support workers. These places are given at the owners' discretion.

2.19 We do not accept places on less than 17 hours a week. So if parents are claiming 15 hours funding they must still pay for an additional 2 hours a week.;

2.20 We only accept minimum of 15 hours a week funding and it must be used between 09:00am and 3:00pm. If your booking is either before or after these hours, you will be charged the normal hourly rate.

2.21 If claiming 30 hours funding, you can only use 28 hours, the remaining 2 must be paid for. If you are using less than 28 hours, 2 hours must always be paid for, for example, if parents /carers want to use 20 hours, 2 hours must still be paid for totaling 22 hours.

### **Termination and Suspension of Childcare Services**

3.1 You may end this agreement by giving 8 weeks written notice, except full time bookings (30 hours or more) which require 12 weeks' notice.

No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reason for the termination.

3.2 We reserve the right to end this agreement with immediate effect if

(1) You have not paid the agreed fees.

(2) You have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so

(3) Your child's behavior endangers the safety and well-being of any of the other children or staff at Little Hearts Pre School Cranleigh

(4) Financial, business or commercial reasons compel us to radically change the nature of our operations, including but not limited to permanent closure of the Pre-School, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

3.3 We may suspend the provision of childcare for any of the above reasons and in addition

(1) If your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Pre-School. (We have our own guidance that we follow in relation to different infections, illnesses or body infestations.) The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer.

(2) Where forces beyond our control compel us to either close the Pre-School or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the Pre-School, industrial action affecting travel to and from the Pre-School, an Ofsted investigation or any other reasonable incident not in our control.

(3) In the event that the Pre-School is compelled to close in reasonable circumstances beyond our control, we are not able to refund fees or organize alternative childcare, nor can we accept any consequential liability sustained by parents / care giver givers due for example to loss of earnings or costs associated with alternative childcare.

Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimize the disruption to service and cost to parents or care givers. None of the above compromises your statutory rights if the Pre-School has been negligent.

### **Staffing**

4.1 Staff are checked before commencement with us through the Disclosure and Barring Service to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, and personal and employment references, medical checks and where applicable, visas or permits to work in the UK. In some cases, because of the length of time that this process takes, a person may start work pending clearance provided they are not at any time left looking after children on their own.

4.2 The Pre-School observes the Ofsted regulations relating to staff and children's ratios, currently 0-2 years 1:3, 2-3 years 1:4 and 3 to 5 years 1:8.

4.3 Where a member of staff, within 3 months of leaving the employment of the Pre-School, is employed by a parent/care giver to care for their child, who was previously registered at the Little Hearts Pre School Cranleigh, then the parent / care giver will be liable to pay a sum equivalent to two month's salary for the employee at the time their employment with the Pre-School is terminated.

4.4 If a member of staff is asked to take a child home out of Pre-School hours it is the responsibility of the parent to ensure that the driver has appropriate insurance that the car is roadworthy and that car seats are available. The Pre-School requires written confirmation from the parent/care giver of the child being taken home by a member of staff.

4.5 Parents/care giver may ask staff to baby-sit outside Pre-School hours. This is a contract between parent/care giver and the member of staff, and Little Hearts Preschool Cranleigh takes no responsibility.

### **Health, Safety and Absence**

5.1 It is understood that we are under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or care giver, in accordance with our Safeguarding Children Policy.

5.2 Intimate care can be provided by a male or female member of our staff and can include feeding, washing, dressing, toileting and nappy changing. In instances where a parent or care giver has requested that a particular member of staff perform certain activities, other members of staff will be informed and a full explanation given. Naturally, any confidentiality will be observed. Furthermore, we will ensure that practitioners' employment rights are not infringed.

5.3 Little Hearts Pre School Cranleigh is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximized, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and care givers must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.

5.4 In fairness to all our staff and to the clients and children that use our facilities we expect reasonable standards of behavior at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Pre-School. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents / care givers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

5.5 Please ensure you keep us notified about your child's dietary needs and preferences.

5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Pre-School to contact the parents but failing this, we are hereby authorized to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source. We will administer prescribed medicines if parents complete a 'Medicine Consent' form; however, the first dose of medicine must be given at home (24 hours prior to the Pre-School administering any) and parents must take all medicines home at the end of each day unless otherwise agreed.

5.7 We may require parents to withdraw their child from Pre-School, in the event that they require special medical care or attention, which is not available or refused by parents or it is considered that the child is not well enough to attend Pre-School. We may also ask parents to withdraw their child from Pre-School, if we have reasonable cause to believe that they are or maybe suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at the Pre-School may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at Pre-School; however, we will publish infection notices in the Pre-School to keep you informed. Parents are requested to inform the Pre-School if their child is suffering from any illness or sickness before attending Pre-School.

5.8 Parents are requested to inform the Pre-School of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform the Pre-School of any changes/ progress to the condition, in writing, when they become aware. Parents are requested to inform the Nursery of any changes to key information.

5.9 Children who are unwell should not attend the Pre-School. Children who have suffered from sickness and or diarrhea will not be admitted back to Pre-School within 48 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorized contacts will be called.

5.10 We suggest that all personal toys, books or other equipment are left at home. Comforters can be brought into the nursery.

5.11 The Pre-School does not provide a car park when dropping and collecting your child. If you are using the public car park it is your responsibility to pay for parking. Please ensure your child is supervised at all times in the car park and be aware of your speed. The Pre-School is not liable for any accidents or injury whilst customers are using the car park. PLEASE DO NOT LEAVE ANY CHILDREN UNATTENDED IN THE CAR PARK OR CAR.

5.12 Children over 3 years of age should come in wearing a Little Hearts Pre-School Cranleigh sweatshirt and or t-shirt and plain black bottoms, no open toe shoes or sandals (crocs style sandals are ok).

Please avoid 'designer' clothes as accidents can happen and clothes can and probably will get stained. Two changes of clothes should be provided, in a labeled bag. (Little Hearts Bags are available to order online) Please label your child's clothes to help avoid items going missing or being misplaced. The Pre-School does not accept responsibility for accidental injury or loss of property, although we take very good care of child property whilst in the Pre-School.

5.13 The Pre-School does maintain those insurances required by law. Details are posted in the Parent Reception Area.

5.14 The Pre-School acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalization.

### **Food and Drink**

6.1 At Little Hearts Preschool Cranleigh, nutrition and diet is a very important part of our ethos. We believe that all children should be able to access healthy food and drinks throughout the day.

6.2 We at Little Hearts Cranleigh provide fresh snacks and lunches daily. These are either prepared onsite or by an external catering company. We monitor that these are nutritious and well portioned for the age and stage of the children. We cater for most dietary requirements and allergies or intolerances to ensure that all children are catered for.

6.3 We do not allow packed lunches to be provided unless a child has a specific MEDICAL condition AND a letter confirming this from a GP or appropriate medical professional. The letter must include that none of lunches and or snacks are suitable for the child.

6.4 We are nut free from nursery at all times. Any treats, cakes or food brought in from home must be nut free. If we have a child who attends the nursery with a confirmed nut allergy, food from the home will not be allowed in.

6.5 We provide low salt and low sugar foods and drinks. We do not allow any fruit juices, squashes or flavored water in water bottles, we will provide water and milk with snack and water with lunch.

### **Security and Publicity**

7.1 As part of the Little Hearts Pre School fulfillment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or care giver. Our guidelines are as follows:

- (1) Photographs in the Pre-School are only taken with Pre-School's cameras or authorized devices such as tablet computers.
- (2) Staff mobile phones with or without cameras are not allowed in the main room where children are present or the garden.
- (3) Photographs taken of the children are stored on the Pre-School computer and are password protected.
- (4) Photographs are vetted for suitability before being printed or published.
- (5) All children are dressed appropriately before pictures are taken.
- (6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms.
- (7) Parents are requested not to use their mobile phones within the Pre-School premises unless absolutely necessary. If you do **not** wish your child to be photographed or recorded please inform the Nursery in writing.
- (8) We use an online learning journey which only you as the parent will have access to your individual child, however you may have other children in the photos published and your child may be in someone else's learning journeys, these photos are NOT to be used in any social media outlets. If this is found to be the case we reserve the right to terminate your booking.

7.2 The Pre-School also operates a CCTV system (outside of the building) which is for security purposes only and is not connected to any exterior network other than for remote maintenance by the Proprietor (Cranleigh Parish Council) or authorized CCTV engineer.

7.3 If your child is going to be collected by someone other than yourself the Manager will require prior notification and an agreed password. It is the responsibility of parents to keep us informed of any changes in contact numbers.

7.4 Under no circumstances will the child be allowed to leave Pre-School with anyone unknown to Nursery staff unless the parent or care giver has previously arranged this. If the parent / care giver has made alternative arrangements by telephone, the Pre-School will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Pre-School. A list of responsible adults who are authorized to collect the child should be given to the Pre-School Manager. The Pre-School does also use a password system for entry to the building.

7.5 We observe the Data Protection Act 1998 and GDPR which is a statutory act of the government of the United Kingdom of Great Britain and Northern Ireland. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular The Act states that personal data relating to individuals must be stored securely and only used for legitimate purpose.

7.6 We have ZERO tolerance policy to any kind of abuse physical or verbal towards everyone in our setting.

### **Other**

8.1 If you have any complaints about the service that we are offering, can you please in the first instance contact your child's keyworker, then the Pre-School Deputy Manager or Manager, and in the final instance, Ofsted. Details on how to make a complaint to Ofsted are displayed on the parent notice board.

8.2 We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Pre-School. We will give you at least one month's written notice of such change.

8.3 We will not be in breach of these terms or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event outside its reasonable control including 'acts of God', fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action.

8.4 Acceptance of this agreement is implicit when you sign our booking document and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / care givers experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Pre-School Manager or as soon as possible. We will do our very best to resolve the issue. Thank you.

Late fee charges

50p per minute , after 30 minutes this increases to £1 per minute, after 1 hour £2 per minute

1) Parent/Legal Guardian Signature

2) Parent/Legal Guardian signature

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1) Date:

2) Date: