

# **Anthony Roper Pre-School & Kindergarten CIO Terms and Conditions**

This document and the terms and conditions within it govern the basis on which Anthony Roper Pre-School & Kindergarten CIO (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:**

Anthony Roper Pre-School & Kindergarten CIO

Charity Number: 1164480

The Nursery Unit

C/O Anthony Roper Primary School

High Street

Eynsford

Kent DA4 0AA

Telephone: 01322 865469

Email: [office@anthonyropernursery.co.uk](mailto:office@anthonyropernursery.co.uk)

Ofsted URN: EY551223

Insured by: Zurich Municipal

Insurance policy number: KSC – 272045-3123

## **Terms and conditions**

### **1.0 Our obligation to you**

- 1.1 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within 1 week 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 If you do not then the offer of a place may be withdrawn.
- 1.2 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.
- 1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.4 We will notify you as soon as possible of any days we will be closed.
- 1.5 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.
- 1.6 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 or any other aspects of our childcare services as and when required.
- 1.7 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.

- 1.8 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; 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.
- 1.9 We will maintain appropriate insurance to cover our childcare activities.
- 1.10 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 to us the *Registration Form*, 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 that we provide for your child.
- 2.3 The *Registration Form* includes 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 our policies and procedures.
- 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 not 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. 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. In the event of late collection of your child, we reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis.
- 2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.10 For **fee-paying children**, you will provide us with at least 1 month's notice 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 1 month from the date of notice. If you are ending this Agreement, notice must be given by completing our *Notification of Leaving Date* form which is available on request.
- 2.11 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.
- 2.12 For **fee-paying children**, a registration fee of £10 is payable on return of your application form. This may be paid by cheque or bank transfer.

### 3.0 Schedule of fees

At Anthony Roper Pre-School & Kindergarten CIO we believe in open communication with all parents/carers and staff, and are therefore presenting this fees structure in order to ensure that everyone fully understands our charging. We are open for 38 weeks per year, closing on Bank Holidays. Our fees do not include any outings, celebrations or entertainment that is in addition to our usual session activities. We may review these fees at any time but shall inform you of the revised amount at least 1 month before it takes effect. If you do not wish to pay the revised fee you may end this Agreement by giving us 1 month's notice and by completing our *Notification of Leaving Date* form. This can be obtained from our Childcare Managers.

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| <p><b><u>2 year olds not qualifying for FF2 funding</u></b></p> <p>Any combination of the following sessions for 38 term time weeks a year</p> <p>3 hour AM session from 9am to 12pm - £20.25<br/>3 hour PM session from 12pm to 3pm - £20.25<br/>4 hour sessions from 9am to 1pm - £27.00</p> | <p><b><u>2 year olds qualifying for FF2 funding</u></b></p> <p>Up to 15 hours a week FEE (Free Early Education) for 38 term time weeks a year</p> <p>3 hour AM session from 9am to 12pm - FEE<br/>3 hour PM session from 12pm to 3pm - FEE<br/>4 hour sessions from 9am to 1pm - FEE</p> <p>Additional hours beyond 15 hours Free Early Education charged in line with non-funded 2 year olds.</p>                             |
| We have the equivalent of 12 full time places available for 2 year olds                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b><u>3 year olds not qualifying for FEE (Free Early Education)</u></b></p> <p>For 38 term time weeks, a year</p> <p>3 hour AM session from 9am to 12pm - £18.00<br/>3 hour PM session from 12pm to 3pm - £18.00<br/>4 hour sessions from 9am to 1pm - £24.00</p>                           | <p><b><u>3 and 4 year olds accessing 15 hours of FEE (Free Early Education)</u></b></p> <p>Up to 15 hours a week FEE (Free Early Education) for 38 term time weeks a year</p> <p>3 hour AM session from 9am to 12pm - FEE<br/>3 hour PM session from 12pm to 3pm - FEE<br/>4 hour sessions from 9am to 1pm – FEE</p> <p>Additional hours taken beyond 15 hours FEE charged in line with 3 year olds not qualifying for FEE</p> |

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| We have the equivalent of 24 full time places available for 3 & 4 year olds either not qualifying for Free Early Education or qualifying for and accessing 15 hour of Free Early Education                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b><u>3 and 4 year olds accessing 25 hours of FEE (Free Early Education) – Model A</u></b></p> <p>Up to 25 hours a week FEE (Free Early Education) for 38 term time weeks a year</p> <p>Daily <b>6-hour</b> sessions from <b>9am to 3pm</b><br/> <b>5 hours of Free Early Education + £10.00</b></p> <p>We have the equivalent of <b>15 full time Model A places available</b>. Parents can secure a model A place, on a first come first served basis. A place will be secured on receipt of a DfE qualifying code via email to <a href="mailto:admin@anthonyropernursery.co.uk">admin@anthonyropernursery.co.uk</a>.</p> <p><b>Once a place has been secured, the place will be available to the parent for as long as they wish to hold the place and remain eligible.</b></p> | <p><b><u>3 and 4 year olds accessing 25 hours of FEE (Free Early Education) – Model B</u></b></p> <p>Up to 25 hours a week FEE (Free Early Education) for 38 term time weeks a year</p> <p>Daily <b>5-hour</b> sessions from <b>9am to 2pm</b><br/> <b>5 hours of Free Early Education</b></p> <p>We have the equivalent of <b>1 full time Model B place available</b>. Parents can secure a model B place on a first come first served basis. A place will be secured on receipt of a DfE qualifying code via email to <a href="mailto:admin@anthonyropernursery.co.uk">admin@anthonyropernursery.co.uk</a>.</p> <p><b>Once a place has been secured, the place will be available to the parent for as long as they wish to hold the place and remain eligible.</b></p> |

### 3.1 FREE EARLY EDUCATION (FEE)

The following information details how your child can access **15 hours or 30 hours** of Free Early Education hours at Anthony Roper Pre-School & Kindergarten CIO. **(Note that we are only able to offer a total of 25 hours of Free Early Education to any child.)**

All children become eligible for **15 or 30 hours** of Free Early Education the term after they become 3.

Some 2-year-olds may be eligible for 15 hours of funding via the FF2 (Free for Two) scheme.

Parents/carers are asked to check with the Childcare Managers to find out if their child qualifies for FF2.

A child is eligible for **15 hours or 30 hours** of Free Early Education at the start of the term after their second (if eligible) or third birthday, in line with the Department for Education table below.

| <b>A CHILD BORN ON OR BETWEEN</b> | <b>WILL BECOME ELIGIBLE FOR A FREE PLACE FROM</b>               |
|-----------------------------------|-----------------------------------------------------------------|
| 1 April and 31 August             | Start of term 1, in September, following their 2nd/3rd birthday |
| 1 September and 31 December       | Start of term 3, in January, following their 2nd/3rd birthday   |
| 1 January and 31 March            | Start of term 5, in April, following their 2nd/3rd birthday     |

Once a child has satisfied the requirement above they can access **15 hours** of Free Early Education. Any non-funded days/sessions attended by a child, in addition to these **15 hours** of Free Early Education, will be charged as explained in our schedule of fees above. You will be invoiced in the usual way showing how many free hours your child is receiving in that period and what the additional charges are. Please note that the **15 hours** of Free Early Education can be split between 2 providers, up to a maximum of 15 hours. During each academic year we are closed to children for five staff training days. These are the same staff training or INSET days as the Anthony Roper Primary School. To ensure that each child attending our setting for **15 hours** of FEE receives their full entitlement of 570 hours of free early education annually, we will offer any children not in receipt of their 570 hours as a result of staff training days, additional free sessions at a time mutually convenient to the setting and, wherever possible, parents/carers.

In order to qualify for **30 hours** of Free Early Education, parents of three and four year olds will need to meet the criteria, as outlined on the government website link below

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/600592/30\\_hours\\_free\\_child\\_care\\_eligibility.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/600592/30_hours_free_child_care_eligibility.pdf)

- 3.2 All fees must be paid on a termly basis in advance. The amount payable will be shown on your invoice.
- 3.3 Fees are payable by you within 1 month of receipt of the invoice.
- 3.4 All payments should be made by bank transfer or cheque. We cannot take payments by debit/credit card or cash.
- 3.5 If payment of fees is outstanding for more than 1 month, you may incur a late payment fee of £25 per week. We may also suspend the provision of your child's fee paid sessions.
- 3.6 If you request additional on/off sessions, we will charge you for those sessions at the end of the term during which your child took up the session(s). Those sessions will be invoiced to you on a separate invoice.
- 3.7 No refund will be given for periods when your child does not attend due to illness or holidays, for example.

### **Termination of the Agreement**

- 4.0 You may end this Agreement at any time by completing the *Notification of Leaving Date* form. For **fee-paying children** you must give us at least 1 month's notice.
- 4.1 We may immediately end this Agreement if:
  - 4.2.1 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.
  - 4.2.2 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff.
  - 4.2.3 We take the decision to close (we will give you as much notice as possible in the event of such a decision).
- 4.3 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.

### **5.0 General**

- 5.1 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 Session Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.
- 5.2 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 either of the Childcare Managers. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
- 5.3 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. If we wish to use any image of your child for training, publicity or marketing purposes, we will always seek your written consent for each image we intend to use, as indicated on our *Registration Form*.
- 5.4 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 our *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 5.5 Snacks and drinks are provided on the premises and we endeavour to cater for the individual needs of every child. However as cross-contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. 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.
- 5.6 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the Data Protection Act and our *Confidentiality and Client 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.

## **6.0 Deposit**

- 6.1 We request that on enrolment of your child at the setting you supply us with a refundable deposit of £25.00 to cover our administrative costs. If your child remains at the setting for six weeks following the commencement of a place, this deposit will be refunded. However, should you withdraw your child prior to this, or do not take up the offer in the first instance, we reserve the right to retain the deposit to cover our administrative expenses. This does not apply to those children accessing Free For Two funding.

## **7.0 This Agreement**

- 7.1 We reserve the right to vary the terms and conditions contained in this Agreement.
- 7.2 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.
- 7.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

**Acceptance of our offer of a 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.

For parent(s)/guardian(s) under the age of 18, a guarantor aged over 18 must also sign the contract on your behalf. The contract would therefore be between Anthony Roper Pre-School & Kindergarten CIO, you and the guarantor.

Please retain your copy of the above terms and conditions and return this signed sheet to the Pre-School Managers.

Parent name 1 \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Parent name 2 \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed on behalf of Anthony Roper Pre-School & Kindergarten CIO:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Role \_\_\_\_\_