



# The Stacey Pre-School

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The Stacey Centre, Walsall Road, Copnor, Portsmouth, Hampshire, PO3 6DN  
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Registered Charity Number: 2783644 Ofsted Registration: 2673867

## Terms & Conditions of the Childcare Agreement

The following terms and conditions govern the basis on which we agree to provide childcare services to you.

### 1.0 Our Obligation To You

- 1.1 We will inform you as soon as we know whether your application has been successful. You are required to confirm that you still wish to take up a place within one week of receiving notification from us. If you fail to notify us then the offer of a place may be withdrawn. Once you confirm a fee-paying place, a deposit payment is required to hold the place for your child. The monetary value of the deposit is published as part of the setting's schedule of fees. This is available on request. The deposit is refunded on payment of the final invoice at the end of your child's attendance at the setting. Please note your child's deposit will be taken on completion of the application form. If you fail to take up a place, an administration fee of £20 will be charged. For PCC funded childcare a deposit will not be required.
- 1.2 We provide agreed childcare facilities for your child during the official opening hours. If we change the opening hours, we will give parents as much notice 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 parents as early as possible when the setting will be closed.
- 1.5 We will provide you with regular updates about your child's progress, verbally when you collect your child and we also use Tapestry to upload photographs and updates of your child's day.
- 1.6 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 are required to fully complete and return the **Childcare Registration** form to us before your child can start.
- 2.0 You are required to inform us immediately of any changes to your contact details or other changes to the information on your child's registration form.
  - 2.1 The *Childcare Registration* form includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends.
  - 2.2 You are required to 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. We need to protect other children at the setting so you cannot bring or allow your child to attend at these times. When your child is contagious, they pose a risk to other children during normal daily activities.
  - 2.3 You are required to inform us of the identity of the person(s) who will be collecting your child. We will require proof of identity if a person collecting your child is not usually responsible. You should let us know in advance about these changes. If we are not reasonably satisfied that the person collecting your child is expected, we will not release your child into their care until we have checked with you.
  - 2.4 You are required to inform us immediately if you are not able to collect your child by the official collection time. You should make arrangements for an authorised person (recorded on your registration form) to collect your child as soon as possible and confirm who they are. A late collection charge will be applied. Please refer to the current fee schedule for details. If you fail to collect your child by the official collection time and we have reason to be concerned about your child's welfare we will contact the local authority.
  - 2.5 You are required to inform us as far in advance as possible of any dates when your child will not be attending the setting.
  - 2.6 You are required to provide at least one month's notice of your intention to de-crease the number of hours your child attends and similarly, should you decide to withdraw your child completely and end this Agreement. If you give insufficient notice, you will still be required to pay full fees for one month from the date of notice. If you would like to end this Agreement, please speak to The Stacey Pre-School Manager or The Stacey Pre-School Co-ordinator.
  - 2.7 If your child is the subject of a court order, you are required to inform us and provide a copy of the order on request.
  - 2.8 You should read our policies and procedures provided for parents - available for you at the setting.

### 3.0 Payment of fees

3.1 Our **session fees** as of 17 April 2023 are as follows:

Session	Start & Finish Time	Total Hours	Fee per session
Morning Session	9 a.m. – 12 noon	3 hours	£ 16.50
Lunch Club Session	12 noon – 1 p.m.	1 hour	£ 5.50
Afternoon Session	1 p.m. – 4 p.m.	3 hours	£ 16.50
Full Day Session	9 a.m. – 4 p.m.	7 hours	£ 38.50

We may review the fees at any time but will 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 the Agreement by giving us one month's notice.

3.0 **A non-refundable deposit of £50 is required when registering your child at The Stacey Pre-School**, unless your child is in receipt of government funding\*. This deposit will be added to your first month's invoice and will be due for payment with your child's first invoice for childcare before your child can start sessions at our setting. This deposit is refunded to you once your child is no longer registered at The Stacey Pre-School. *\*We do not charge a deposit if your child is in receipt of government funding, but please be aware that you MUST still provide 1 full month's notice should you decide to terminate this Agreement as your funded hours will still be due to The Stacey Pre-School during this period and may not be transferred to an alternative setting until the notice period has expired.*

3.1 **For Non-Government Funded Childcare: Our fees are invoiced to you monthly in advance** for all of the sessions that your child has allocated for the upcoming month. It is your responsibility to pay the fee invoice before the 'due date' which is the 1<sup>st</sup> of each month. Any additional hours/fees above your funding allocation for the month will be invoiced to you separately. For example, for a child starting sessions on 1st October, an invoice will be issued prior to this date for the total cost of session fees that are booked/allocated for the month of October: this invoice will be due for payment no later than 1<sup>st</sup> October.

3.2 **We prefer that payments are made by bank transfer** (our bank account details are on our invoices.) and we also accept tax free childcare, and childcare vouchers. Alternatively, if payment is made by cash to The Stacey Pre-School Co-ordinator it is your responsibility to obtain a receipt as proof of payment. If you prefer to pay by direct debit/standing order, please speak with The Stacey Pre-School Co-ordinator to set this up. In this scenario, the full cost of fees for the upcoming term (e.g. 11-14 weeks) will be invoiced to you and will be divided into 3 equal monthly payments due on the 1st of each month for that term.

3.3 **Late payments** of invoices will incur a late payment fee of £20.00. If further action is required to recover unpaid fees, additional charges may be made in lieu of any costs of recovery incurred.

3.4 **If fees are outstanding for more than 14 days** then we may terminate the Agreement without notice and with immediate effect. Once the Agreement contract has been terminated, the child will cease to be admitted to the setting and our notice of termination shall be regarded as a formal demand for outstanding monies.

- 3.5 **If you require additional sessions** in excess of those allocated and agreed, we will inform you of the extra amount payable and add these additional charges to your regular fees or issue you with a separate invoice which must be paid no later than the 'due date.'
- 3.6 **In the event of late collection of your child**, we reserve the right to charge a 'late collection fee' of £10 for the first 15 minutes and £10 for every five minutes thereafter: this is to cover our staffing costs.
- 3.7 **If you are experiencing difficulty in paying your invoice by the due date**, please email The Pre-School Co-ordinator at [thestaceypreschool@gmail.com](mailto:thestaceypreschool@gmail.com)
- 3.8 **Refunds will not be given for periods when children do not attend a session due to illness or holidays**, even if you have notified us that your child will be on holiday. This is because we need to ensure your child's registered place is secured during their absence ready for them to resume sessions on their return.
- 3.9 **Bank Holidays:** Please note that we are closed on bank holidays and do not charge funded or non-funded children for Bank Holiday closures as this day does not form part of the 190 days that we are required to be open to receive government childcare funding.
- 3.10 **Inset Days & Polling Day:**
- INSET Days:** Please note that we have a maximum of 5 x INSET days per year to provide for staff training. We make every effort to plan these before the start of the academic year or at the end of the academic year. Sometimes it may be unavoidable that we may need to hold an INSET day during the term We do not charge funded or non-funded children for INSET days and these days do not form part of 190 days that we are required to be open to receive government childcare funding.
- Polling Day:** In accordance with our agreement with Portsmouth City Council, to allow national and local elections to take place we will claim these hours from your Government funded allocation for that day, even though the Pre-School will be closed, with no requirement to offer these hours back to you. However, we will make every effort for any child in receipt of government funding to swap to an alternative date if we are able to do so.
- 3.11 **Where your child is in receipt of funded early years entitlement** and/or extended entitlement (additional 15 hours) the full weekly fee is payable during periods where the early years funding may not apply. We may also ask for additional information recorded on your child's registration form that will assist HMRC in making a decision about eligibility for certain entitlements.
- 3.12 **Notice Period:** Please note that we require a minimum of one full month's notice of your intention to terminate this Agreement. During this notice period, whether your child remains in the setting or not, you are still required to pay for these sessions and will not be issued a refund should your child not be attending. If your child is in receipt of funding, this allocation will continue to be deducted until the notice period ends and therefore may NOT be transferred to an alternative setting until that time.

#### **4.0 Suspension of a child's registration/attendance to The Stacey Pre-School**

- 4.1 We may suspend providing childcare to your child at any time if you fail to pay any fees by the invoice 'due date' as stated in *item 3.2*.
- 4.0 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice. This takes effect on receipt of the notice.
- 4.1 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 in our setting, it may be necessary to suspend childcare while we try to address these issues with you. It may also be necessary to share our concerns with other external agencies as appropriate. The decision to suspend your child's attendance will be made by The Stacey Pre-School Manager with the agreement of The Stacey Pre-School Co-ordinator and the trustees of the Stacey Community Association.
- 4.2 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.
- 4.3 If your child is suspended part way through the month, we will give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro-rata basis. This sum may be offset against any sums payable by you to us.

#### **5.0 Termination of the Agreement**

- 5.1 **Notice:** You may end this Agreement at any time, by giving us at least one month's notice.
- 5.0 We may immediately end this Agreement if:
- 5.0.1 You fail to pay your fees by the invoice due date.
  - 5.0.2 You breach any of your obligations under the Agreement and you have not or cannot put right that breach within a reasonable period of time.
  - 5.0.3 You behave unacceptably: we do not tolerate any physical or verbal abuse or threats towards staff or other parents and we have a 'zero tolerance' approach to all forms of offensive or abusive language/behaviour whilst on the premises.
  - 5.0.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 5.1 It may become apparent that the support we can offer your child is not sufficient to meet his or her needs. Under 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.
- 5.2 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 in a reasonable period after you draw it to our attention.

## 6.0 General

- 6.1 If we close or take the decision to close due to events or circumstances beyond our control such as extreme weather conditions, the weekly fee will continue to be payable in full. We will be under no obligation to provide alternative childcare to you. However, if the closure exceeds three consecutive days in duration (excluding any days when we would otherwise be closed), we will credit you with an amount that represents the number of days closed in excess of three days.
- 6.0 If you have any concerns about the childcare we provide, please discuss them with your child's key person. If your concerns are not resolved to your satisfaction, please contact the setting manager. Your satisfaction with our service is very important to us and any concerns or complaints will be reported to the appropriate line manager for review.
- 6.1 From time to time we may take images or videos of the children who attend. These images or video may be used by the setting for promotional purposes. If you do not wish your child to be included in these images or videos, you should record this when you complete the registration form.
- 6.2 While food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. Every effort is made to follow recommended food preparation guidance and to ensure that all setting staff involved in the preparation and serving of food are suitably trained.
- 6.3 Normally we will seek your consent before sharing information about your child with another professional or agency. We are required to share any information with the local authority and other relevant agencies if there are any safeguarding concerns about your child. In certain situations, we may not seek consent prior to sharing information, or we may, in certain specified circumstances override a refusal to give consent.
- 6.4 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly or link us to any political movement or agenda.
- 6.5 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.
- 6.6 We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.
- 6.7 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 the Agreement except to the extent that we vary terms from time to time.
- 6.8 **Acceptance of a place at The Stacey Pre-School will be deemed as acceptance by you of these terms and conditions.**