



## Westover Pre-School: Starfish Terms & Conditions

### Introduction

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 carers 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.

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 Westover is dependent on the partnership between the Pre-School and our parents and carers. Please don't hesitate to let us know if you wish to discuss the terms further.

### 1 Booking and Registration

- 1.1 The booking is not complete until the relevant booking form and paperwork has been submitted, and you have received confirmation from Westover that the sessions have been reserved.
- 1.2 Changes to your booking after the start date – changing or increasing sessions can be considered on a case-by-case basis. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list.
- 1.3 Prior to making your booking we can provide settling in sessions free of charge, the number of sessions will depend on the needs of the individual child. In the unlikely event that a child does not settle at the Pre-School, (1) the parent/carer may terminate the booking, (2) the Pre-School reserves the right to terminate the booking if we feel we have acted with all due care to settle a child and in our opinion it has been unsuccessful. Before taking such action, we will investigate any special needs resource that might be available to help settle the child.
- 1.4 We do not charge a registration fee.



## 2 Fees and Financial

- 2.1 Responsibility for paying fees resides with the parents or legal guardians of the child. Payments are to be made by bank transfer.
- 2.2 Fees are payable on a monthly basis. You will be emailed a monthly invoice.
- 2.3 Fees are reviewed annually in April. Any new charges will apply from the following September.
- 2.4 Extra sessions can be requested and we will try to accommodate these. Where possible we ask for two weeks' notice in advance. Extra sessions will be added on to your invoice at the end of the month. If you are entitled to the extended 30-hour funding but do not come in for the full 30 hours, extra sessions will be included in your claimed hours. Please note, extra sessions will depend on space in the Pre-school and staffing ratios.
- 2.5 We are unable to refund fees for sessions not taken due to illness, holidays, and other absence or where the Pre-school is forced to close due to circumstances beyond our control.
- 2.6 Children may not be able to attend the Pre-school if fees remain outstanding beyond the payment date stated on the monthly invoice. If you are unable to pay, please speak to the School Business Manager in order to discuss your payment options.
- 2.7 Bookings must be for the same session(s) each week. It is not possible to swap days, so for example, a normally booked Thursday cannot be swapped for a Friday on a one off or temporary basis. Additional days can be accepted as a chargeable extra and subject to availability.
- 2.8 Children who are persistently collected late after the end of their session, may incur additional charges.
- 2.9 Parents/carers claiming the Early Years Free Entitlement from the government should ensure that they are not claiming more than the statutory allowance. Please consult with the school if in any doubt.
- 2.10 Funding can only be claimed for the hours of childcare we provide.
- 2.11 You will be asked to provide nappies and wipes for your child.



<b>30 Hours</b>	8.30am - 2.30pm	30 hour week, fully funded
Additional Hours	In line with our existing charges and remissions policy - the half an hour from 2.30pm - 3.00pm will cost £2.50	
<b>15 Hours</b>	8.30am - 11.30am	15 hour week, funded place
<b>15 Hours</b>	12.00pm - 3.00pm	15 hour week, funded place
Additional hours for Lunch (for 15 hour funded children)	If your child is eligible for 15 hours and would like to stay for lunch following the morning session, or arrive for lunch before the afternoon session, then this is charged at £2.50.	
Regular additional hours (for 15 hour funded sessions)	If your child is eligible for 15 hours, and you would like to purchase additional morning or afternoon sessions (3 hours) - this will be charged at £18 on top of the lunch. <i>Due to the demand in places, this will be subject to availability - please contact the School Office to discuss.</i>	

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

- 3.1 You may end this agreement by giving 4 weeks written 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 Specifically, you may end this agreement with immediate effect if (1) we have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period of being requested to do so (2) we change any of the terms and conditions in an unreasonable manner.
- 3.3 Specifically, 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 behaviour is unacceptable or endangers the safety and well-being of any of the other children in the Pre-school (4) financial, business or commercial reasons compel us to radically change the nature of the Pre-school's operations, including but not limited to permanent closure of the Pre-school, change of childcare service, re-registration of child numbers and age groups. Naturally, we will provide as much notice as possible given any of these events.
- 3.4 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. 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. 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 organise alternative childcare, nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if the Pre-school has been negligent.

#### **4 Staffing**

- 4.1 Staff are checked on commencement with the Pre-school 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, personal and employment references, medical checks and where applicable visas or permits to work in the UK.
- 4.2 The Pre-school observes the Ofsted regulations relating to staff and children ratios. 3 to 5 years a ratio of 1:8 or 1:13 dependant on staff qualifications. We are a teacher led provision so 1:13 ratio applies with another member of staff at least at Level 3 qualification.

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

- 5.1 It is understood that the Pre-school is 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. In some circumstances this may be done without informing the parent or carer, in accordance with our Child Protection and Safeguarding Policy which is available on the school's website.
- 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 accordance with our relevant policies.
- 5.3 The Pre-school 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 maximised, 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 carers 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 parent/carers and children that use our facilities we expect reasonable standards of behaviour 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/carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.
- 5.5 All Pre-school meals are prepared off site with consideration to provide a well-balanced diet. This is organised through Caterlink who supply food to the main school. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is displayed on the notice board and school website. Please ensure you keep us notified about your child's dietary needs and allergies. There is an additional cost for a hot meal.
- 5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents. 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 authorised 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 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 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 the provision.
- 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 Pre-school of any changes to key information. If your child needs to follow a set protocol, you will be invited into Pre-School to set up an Individual Health Care Plan.
- 5.9 Children who are unwell should not attend the Pre-school. Children who have suffered from sickness or diarrhoea will not be admitted back to Pre-school until 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 authorised contacts will be called.



5.10 Children should come into Pre-school wearing our uniform:

T-shirt/polo neck  
Jumper/cardigan  
Jogging bottoms/leggings/shorts

All clothing should be comfortable and practical. A change of clothes should be provided, in a labelled bag. 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 each child's property whilst in the Pre-school.

## 6 Security and Publicity

- 6.1 As part of the Pre-School's fulfilment 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 carer. Our guidelines are as follows (1) Photographs in the Pre-school are only taken with school cameras or authorised devices such as Tablet computers. (2) Photographs taken of the children are stored on the school's computer cloud system which requires logins and password. (3) Photographs are vetted for suitability before being printed or published. (4) All children are dressed appropriately before pictures are taken. (5) No photographs are taken in sensitive areas such as toilets. (6) 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 indicate this on the appropriate consent form.
- 6.2 If your child is going to be collected by someone other than yourself the Pre-school will require prior notification. It is the responsibility of parents to keep us informed of any changes in contact numbers.
- 6.3 Under no circumstances will the child be allowed to leave Pre-school with anyone unknown to Pre-school staff unless the parent or carer has previously arranged this.
- 6.4 GDPR stands for General Data Protection Regulation and replaces the previous Data Protection Directives that were in place. It was approved by the EU Parliament in 2016 and came into effect on in May 2018.

GDPR states that personal data should be 'processed fairly & lawfully' and 'collected for specified, explicit and legitimate purposes and that individual's data is not processed without their knowledge and are only processed with their 'explicit' consent.

GDPR covers personal data relating to individuals. Westover Pre-school is committed to protecting the rights and freedoms of individuals with respect to the processing of children's, parents, visitors and staff personal data.

The Data Protection Act gives individuals the right to know what information is held about them. It provides a framework to ensure that personal information is handled properly.



## **7 Other**

- 7.1 If you have any complaints about the service that we are offering, can you please follow the procedures for reporting your complaint that are detailed in our complaints policy. Please speak to the school office to request a complaints form.
- 7.2 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.
- 7.3 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.
- 7.4 Acceptance of this agreement is implicit when you sign our Admissions form and applies to all parties noted on the admission form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / carers experience difficulty in fulfilling any of the terms and conditions of this agreement, that they contact the school as soon as possible.





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Printed Name of Parent/Carer: .....

Signed by Parent/Carer: .....

Date: .....