



**Dartmoor**  
MULTI ACADEMY TRUST



# Preschool Terms and Conditions

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

## ***Our Obligations***

We will:

1. inform you as soon as possible whether your application for a nursery place has been successful;
2. provide the agreed childcare facilities for your child at the agreed times (subject to any days when our provision is closed).
3. try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery;
4. provide you with regular verbal updates as to your child's progress on request;
5. provide a termly Parental Agreement and Payment Request Notification Advice before the start of term which sets out clearly the sessions to be provided, the total hours (funded and top up, if applicable), any charges and/or installments due. This will take into account any bank holidays, other holidays or training days on which we are closed.

## ***Obligations on you***

You will:

1. complete and return to us our standard records before your child can start at our nursery and immediately inform us of any change to the information provided in that record;
2. keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care;
3. Provide sight of your child's original birth certificate as proof of identity to school staff as requested.
4. complete a medicines consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);
5. immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery;
6. immediately inform us of any changes to your contact details (you can also do this using Parent Lite);
7. inform us if your child is the subject of a court order and provide us with a copy of such order on request;

8. immediately inform us if you are unable to collect your child from nursery by the official collection time;
9. inform us as far in advance as possible of any dates on which your child will not be attending the nursery; and
10. provide us with at least six weeks' notice of your intention to decrease the number of hours your child spends at the nursery or to withdraw your child from our nursery and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for six weeks from the date of any change as if their hours had not decreased.

### ***Payment and Hours Eligibility***

1. Our fees are based on a sessional fee, which shall be notified to you in advance of your child starting at the nursery. We may review these fees at any time but shall inform you of the revised amount at least six weeks before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us six weeks' notice in writing.
2. We will provide a termly Parental Agreement and Payment Request Notification Advice before the start of term, which clearly sets out your sessions, total hours (funded and top up, if applicable), any charges and/or monthly installments due based on your completed Session Request Form.
3. All sessions are booked for a full term. In the event you need to withdraw your child we require a minimum of a six weeks' notice in writing. You may be billed to the end of term if notice is not given appropriately.
4. **You must pay your full termly fees not less than one month before the end of term.** Where fees are significant, we may request that payments are made in monthly installments and will advise you of this on your Payment Request Notification.
5. If you fail to make payment in full by the due date, we reserve the right to charge a £10 administration fee.
6. All payments made under this Agreement must be made via the School Gateway. An account will be created when you return your Admissions Forms and school Data Collection forms. Tax vouchers or Childcare Vouchers payments will be credited to your balances once they have been received by the school.
7. If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we reserve the right to charge you for additional childcare, monthly in arrears. We will raise an additional Payment Request in the School Gateway.
8. No refund will be given for periods where your child's nursery place is unfilled due to illness or holidays. In special circumstances, such as broken bones or serious illness requiring hospitalization, the fees may be waived at the discretion of the local governing board.
9. The total number of funded hours may not exceed 570 or 1140 for the extended entitlement per academic year of the pro-rate allocation for a child becoming eligible from 1<sup>st</sup> September each year. Any hours over this will be invoiced.
10. In cases of severe weather or other circumstances within or beyond our control causing the closure of the school and meaning we are unable to provide a service, we will offer you an alternative session, or a refund if you or we cannot accommodate an alternative session. However, if we are able to open and run a service and you are unable to attend then charges will still apply.
11. All invoices apply to the parent or guardian they are address to and an outstanding invoice for one child's attendance may exclude any siblings from non-funded session until the invoice is paid in full.

## **Suspension**

1. We may suspend the provision of childcare to your child, and add on six weeks' notice, at any time if:
  - a. you have failed to pay any fees due for additional hours, in which case your child will be excluded from non-funded hours;
  - b. your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.
2. If your child is suspended part way through a half term block, related to behaviour issues, we will give you a credit for any fees you have already paid for the remaining part of that half term, calculated on a pro rata basis. This credit may be offset against any sums payable by you to us.
3. If the period of suspension exceeds six weeks, either of us may terminate this Agreement by written notice.

## **Termination**

You may end this Agreement

- a. at any time, giving us at least six weeks' notice, in writing.
- b. 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.

We may immediately end this Agreement if:

- a. you have failed to pay your fees;
- b. 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 of us asking you to;
- c. you behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff;
- d. your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children at the nursery.

## **General**

1. We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.
2. If you have any concerns regarding the services we provide, please discuss these with your child's keyworker. If these concerns have not been resolved to your satisfaction, please contact the Headteacher/ Head of School.
3. We carry a wide range of toys and equipment at our nurseries. Unless we specifically request otherwise your child should not bring any of their own toys to nursery. If they do bring toys with them, we cannot accept any responsibility for any loss or damage to those toys.
4. From time to time we may take photographs of children for use in learning journals. We may occasionally take photos to celebrate children's learning on our class blog, or in the local media. We will ask you on the Data Collection forms / Parent Lite for your permission to use your child's photo. You can update your preferences using the Parent Lite app/browser at any time.

5. As the number of children with nut allergies is increasing, with the support of parents we aim to keep the facility NUT FREE. Parents are requested not to send food which may contain nuts or empty food packaging which may have contained nuts into the facility. Parents are also requested not to use creams, sun creams, oils etc. on their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.
6. Attending our nursery **does not** guarantee your child a place of our school. Application for a school place must be made to Devon County Council between 1<sup>st</sup> November and 15<sup>th</sup> January of the academic year before your child starts school.

### **Data Protection**

Your personal data will be used to enable nursery provision and early years education and monitoring, and to claim early years funding from Devon County Council, and any other associated duties on us as an early years provider, for example, administration of medicines, payments, and collecting consents.

We share information with Devon County Council who may share it with the Department for Education, Department for Work and Pensions, neighbouring local authorities and Her Majesty's Revenue and Customs to confirm your child's eligibility and enable us to claim early years funding of behalf of your child.

Our Privacy Notice can be found at:

<https://www.dartmoormat.org.uk/gdpr.html>

We will seek your consent where necessary e.g. for photography, use of sunscreen, as part of our normal joining procedures.