



## **Mount Carmel Kindergarten** **Terms and Conditions**

The document and the terms and conditions within it govern the basis on which Mount Carmel Kindergarten (referred to here as 'we' / 'our' / 'us']) agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

### **1. Our obligation to you**

- 1.1. Once you have confirmed the acceptance of your child's place and paid the deposit we will hold the place for your child until the agreed start date. The deposit will be deducted from your first invoice.
- 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. You are only guaranteed the sessions confirmed in our letter of acceptance although we will try to accommodate additional sessions subject to availability.
- 1.4. We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare but future sessions are subject to availability.
- 1.5. We will notify you as soon as possible of any days we will be closed.
- 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 provide you with access to your child's online Learning Journal.
- 1.8. 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.
- 1.9. 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.
- 1.10. We will maintain appropriate insurance to cover our childcare activities.

### **2. Your obligation to us**

- 2.1. You will need to complete and return our Form of Acceptance with deposit to us before your child can start.
- 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. Medicine consent and emergency treatment authorisations will need to be completed prior to your child attending. This will be done at your child's induction day.
- 2.4. You will read and abide by our policies and procedures which are available on our website and at the nursery.
- 2.5. 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.
- 2.6. 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 prior notice. 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.
- 2.7. 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. A late payment charge will be applied; please refer to the current late charge schedule for details.
- 2.8. You will provide us with at least half a term's notice of your intention to decrease the number of sessions 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 half a term from the date of notice. Notice must usually be given up to the end of term unless agreed by the management.
- 2.9. 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.

### **3. Payment of fees**

- 3.1. Our fees are as shown on our table of fees enclosed with the offer of a place letter and on the Mount Carmel website: [www.mountcarmelkindergarten.co.uk](http://www.mountcarmelkindergarten.co.uk)
- 3.2. Fees must be paid termly in advance. We calculate the amount payable by you each term by multiplying the Weekly Fee by the number of weeks we are open during the term. As a general guide the Autumn term is 14 weeks and the Spring and Summer terms are 12 weeks.
- 3.3. You may request to pay the fees monthly or half termly whether by cheque, bank transfer or childcare vouchers but there is an additional admin fee of 10% of the terms fees.
- 3.4. All payments made under the Agreement should be made by bank transfer, cheque, cash or childcare vouchers in the first week of term. If payment is made by cash it is your responsibility to obtain a receipt as proof of payment.
- 3.5. If the payment of fees referred to in 3.4 is outstanding for more than 14 days then we may terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.
- 3.6. 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 will raise the applicable charges under a separate invoice for payment.
- 3.7. No refund will be given for periods where the place is unfulfilled due to illness or holidays or when we are closed on bank holidays.
- 3.8. In the event of late collection of your child, we reserve the right to charge as follows;
  - 3.8.1. Over 5 minutes - £6 up to the first hour and then the next entire session fee.
  - 3.8.2. After 6.00pm - £20 up to the first half hour late and £20 per each subsequent half hour.

### **4. Suspension of a child**

- 4.1. We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.
- 4.2. If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.
- 4.3. 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, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.
- 4.4. 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.
- 4.5. If your child is suspended part way through the month, under the conditions stated in clause 4.3 we shall 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. Postponement or failure to take up a place**

- 5.1. In the event that you decide to postpone the agreed start date of your child's place we will withdraw the current offer of a place, your child's name will be reentered on our waiting list and your deposit will be forfeited. We cannot guarantee that we will be able to offer your child a place to start the following term and future places are subject to availability.
- 5.2. If you fail to take up the place at the agreed start date we will withdraw the offer of a place and you will forfeit the deposit.

## **6. Termination of the Agreement**

- 6.1. This Agreement may be terminated providing a minimum of half a term's notice in writing.
- 6.2. this Agreement may be terminated upon:
  - 6.2.1. failure to pay fees;
  - 6.2.2. breach any of obligations under this Agreement and failure to put right that breach within a reasonable period of time after having been drawn it to attention;
  - 6.2.3. unacceptable behavior such as, physical or verbal abuse or threats towards staff or other parents.
  - 6.2.4. We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 6.3. It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In 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.
- 6.4. 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.

## **7. General**

- 7.1. 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 Fees will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. If the closure exceeds three consecutive days in duration (excluding any days when we would otherwise have been closed), we will credit you with an amount that represents the number of days closed in excess of three days.
- 7.2. 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 the manager. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Making a Complaint Policy.
- 7.3. 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 and ipads whilst your child is with us. The photographs are used for display and for your child's Tapestry online learning records. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our Information and Agreements Form.
- 7.4. Photographs that you receive through the Tapestry Online Journal must not be put up on any form of social media website.
- 7.5. Photographs taken by you at nursery events (such as the Nativity Play or Sports day) which include other children must not be put on any form of social media website without the permission of all the parents of children in the photograph.
- 7.6. 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.
- 7.7. Whilst 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. 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.
- 7.8. 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.

## **8. This Agreement**

- 8.1. We reserve the right to vary the terms and conditions contained in this Agreement
- 8.2. 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.
- 8.3. Acceptance of a place will be deemed as acceptance by you of these terms and conditions.