09.1d Childcare terms and conditions

The Beehive Childcare Group Terms and Conditions

This document and the terms and conditions within it govern the basis on which The Beehive Childcare Group (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:

The Beehive Childcare Group

Charity registration number: 1039617

Kinchen Hall, Colman Road, Norwich, NR4 7AW

Telephone: 01603 259193

Email:beehives@btconnect.com

Ofsted URN:254050

Insured by: Morton Michel

Insurance policy number: 22868

Your details:

Full name of parent/guardian (1)			
Address			
Telephone		Email	
Full name of parent/guardian (2)			
Address			
Telephone		Email	
Full name of child		Date of birth	
Our offer for a childcare place for your child:			

Expected start date of child's place					
Settling in period					
Agreed hours:					
	Monday	Tuesday	Wednesday	Thursday	Friday
Agreed times of attendance					
Total daily hours					
Offered over 39 weeks per year.			**We are closed on bank holidays.**		
Will the child receive nursery education funding			Yes □ No □		
Details of any other funding provided by other third parties (e.g. employers childcare vouchers)					

Childcare terms and conditions

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 If you fail to notify us then the offer of a place may be withdrawn. 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. Funded and paid for Early Years sessions are available Monday to Friday, am, pm and twilight.

1.2 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.

1.3 We will notify parents as early as possible when the setting will be closed.

1.4 We will provide you with regular updates about your child's progress.

1.5 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

1.6 If you have a concern about our offer of Early Years funding then please contact Emma in the office on 01603 259193 or send an email to beehives@btconnect.com.

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.

2.2 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.

2.3 The *Childcare Registration* form includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends.

2.4 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.

2.5 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.

2.6 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 any 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.

2.7 You are required to inform us as far in advance as possible of any dates when your child will not be attending.

2.8 You are required to provide at least one month's notice of your intention to decrease 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 setting manager.

2.9 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.

2.10 You should read our policies and procedures provided for parents - available for you at the setting.

3.0 Payment of fees

Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare only. It is not intended to cover the cost of meals, consumables, additional hours or additional services.

The following fees apply when families claim a funded entitlement as part of childcare arrangement –

Additional hours including those not funded by the local authority will be charged at the current sessional rate. Each session is three hours long.

The current session rates are –

	Per child	**+ 1 sibling**	**+ 2 siblings**
Pre-School (am, pm, or twi)	£22	£39.60	£57.20
Early Start	£3.60	£6.48	£9.36
	Per child	**+ 1 sibling**	**+ 2 siblings**
Breakfast Club	£6	£10.80	£15.60
After School Club	£19.80	£31.68	£47.52
Holiday Club Half Day	£26.65	£47.97	£69.29
Holiday Club Full Day	£43.90	£79.02	£114.14

Additional services:

- Charges for additional services such as trips will be agreed in advance with families.
- There are no charges for meals, snacks or consumable.
- Families must provide a packed lunch for their child attending during lunch.
- Nappies and wipes must be provided by families.

If you are unable to pay these charges, please speak with Tina to discuss the alternative options available.

The alternative options include –

- Waiving or reducing costs
- Where criteria is met, attending fully funded sessions only.

Other charges –

- Late Collection – This fee will be charged when children are not collected on time at the end of their session. An additional fee of £10 will be charged for any child not collected within 15 minutes of the end of their booked session. This will increase by a further £10 for each additional ten minutes, or part thereof, that your child is late being collected.
- Late Payment - If full payment is not received an urgent invoice request will be issued, requiring a signature. This will ask for the amount owed to be paid in full within five working days. A late payment charge of £10 will be included on the bill.

No deposits, registration or retainer fees are charged.

All fees will be charged unless specific arrangements have been agreed and whilst a childcare contract remains in place. Families wishing to terminate their childcare contract must provide 4 weeks' notice in writing to Emma. Any funding entitlement claimed beyond the notice period is transferrable to your new childcare provider via the local authority where the funding criteria is met. Where a child leaves the setting before the end of the agreed notice period, we will seek authorisation from the local authority to claim any funding applicable to your entitlement up to the end of the notice period, together with any additional fees which formed part of your childcare arrangement (contract).

Our fees are reviewed annually in January. Families will be given at least 6 weeks' notice in writing to inform them of any change, and given the opportunity to discuss their options with Tina.

Where a time lapse has occurred between the point of enquiry and their child's start date, families should check that the information shared about funding and fees remains current so that any applicable charges can be checked / finalised before the childcare arrangement (contract) is formalised.

The funded entitlements will be delivered consistently so that all children accessing any of them will receive the same quality and access to provision, regardless of whether families opt to pay for optional hours, services, meals or consumables.

The entitlement place is offered free. Parents will not be charged a "top-up" fee to recoup the difference between the amount received from the Local Authority and the current hourly rate. There are no rdeposit or registration fees.

All families will be issued an invoice monthly in advance unless the balance equals zero. The payment term is within 10 days.

The invoice will be itemised to provide clear and transparent information concerning the charges as agreed in the childcare contract. It will allow parents/carers to see that the entitlement is received completely free of charge and understand additional fees that have been applied.

3.1 Our fees are based on a sessional fee which is the full fee payable before applying any funded entitlements. Before your child starts, we will notify you of the payment required. We review the fees annually but will 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 the Agreement by giving us one month's notice.

3.2 Fees are required to be paid monthly in advance and are based on your sessional fee. We calculate the amount payable by you each month by adding up the total number of booked sessions per month. Fees may be paid weekly in advance, by special arrangement. Discounted rates do not apply to funded places or part-funded places. Additional hours will be charged at the full rate.

3.3 All payments made under this Agreement should be made by standing order, cash, cheque or vouchers. All payment regardless of method shall be made by the parent/guardian monthly, in advance, on the first day of each month (the due date). If the payment is made by cash or debit/credit card, it is your responsibility to obtain a receipt from the setting manager as proof of payment. Late payments will incur a late payment fee of £20.00. In addition, a charge of £20.00 will be made for each occasion of re-presented payments and on the issue each late payment letter issued to you. 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 the payment of fees referred to in 3.3 is outstanding for more than 14 days then we may terminate the Agreement. Once the contract has been terminated, the child shall cease to be admitted, and the notice of termination shall be regarded as a formal demand for outstanding monies.

3.5 Additional hours and services will be charged at the current rate where hours are not funded as Early Education by the Local Authority. If you require additional sessions or have been unable to collect your child by the official collection time, we will inform you of the extra amount payable and add these additional charges to your regular fees. 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 every 10 minutes thereafter.

3.6 No refund will be given for periods when children do not attend a session due to illness or holidays. Please note that we are closed on bank holidays. No refunds are given for these closures as they are already taken into account when setting fees.

3.7 Charges for additional services such as trips will be agreed in advance with families.

3.8 Families are asked to supply their own meals, snacks and nappies where required.

3.9 The free entitlements will be delivered consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to

pay for optional hours or services.

3.10 The entitlement offered is free. Parents will not be charged a “top-up” fee to recoup the difference between the amount received from the local authority and the current hourly rate.

3.11 No deposit or registration is charged to secure your child’s place at our setting.

3.12 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 does 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.

3.13 Holiday club fees are due by the date specified on the booking form and must be paid in full before the child attends.

3.14 **Arrears**

- If full payment is not received an urgent invoice request will be issued, requiring a signature. This will ask for the amount owed to be paid in full within five working days. The late payment charge of £10 will be included on the bill.
- If, following the urgent invoice request, full payment is not received any extra paid for hours the child attends (this includes breakfast club, after school club, lunch and any additional sessions on top of funding) will be suspended by the Management. Therefore the family may only access the hours that are identified by the child’s Early Years or Two Year funding form. No child can attend the setting with outstanding arrears. The Admin Assistant will inform the family in writing of the hours the child will be permitted to attend where applicable.
- The four week notice period on the child’s sessions will still apply and will be charged accordingly.
- If full payment has not been received in the following five working days, the matter will be handed over to the Management Team who then may decide to take action through the Small Claims Court.
- We are not happy about taking the above debt recovery action. However, we are a charity and feel it is unfair that parents who pay their fees on time, will be indirectly penalised for non-recoverable debts through an unavoidable increase in fees.
- All records of all invoice requests and information passed between the group and the family will be kept until full payments have been received. Any such records can be used as evidence should the matter be taken to Court for resolution.
- Evidence may also be sought using the Daily Sign-in Sheets to demonstrate the number of hours a child has attended, enabling the group to determine the amount owed by the family.

4.0 Suspension of a child

4.1 We may suspend providing childcare to your child at anytime if you fail 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. This takes 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 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 will be made with the agreement of the trustees.

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 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 You may end this Agreement at any time, by giving us at least one month's notice.

5.2 We may immediately end this Agreement if:

5.2.1 You fail to pay your fees.

5.2.2 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.

5.2.3 You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards staff or other parents.

5.2.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.

5.3 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 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.

5.4 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 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.

6.2 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.

6.3 From time to time we may take images or video 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.

6.4 Out of School provision: 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. We provide a meat and vegetarian option. 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.

6.5 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.

1.1 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.

1.2 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 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 acceptable 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 [name of provider], you and the guarantor.

A copy of this completed and signed contract will be provided to each signatory.

Parent name 1 _____

Signed _____ Date _____

Parent name 2 _____

Signed _____ Date _____

Guarantor name (where applicable) _____

Signed _____ Date _____

Relationship to the child _____

Home address _____

Daytime/work telephone _____ Mobile _____

Email _____

Signed on behalf of [name of provision]:

Signed _____ Date _____

Name _____

Role (owner, director or trustee) _____