



Wesley Pre-School Benfleet

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10.13 Childcare Terms and Conditions and Late Payment Policy

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We may ask for your child's birth certificate, or relevant documentation to confirm that you have parental responsibility for the child as part of our registration process.

Terms and Conditions

Our obligations to you

- 1.1 We will inform you as soon as possible whether your application for a place(s) has been successful. Once we have confirmed your place, a taster session will be arranged.
- 1.2 A registration fee equivalent of three hours will be payable in advance before your child can start with us.
- 1.3 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration.
- 1.4 We will provide where possible requested sessions for your child (subject to any days when we are closed). If we have to change the opening hours, we will give you as much notice as possible.
- 1.5 We will try to accommodate extra session requests and/or extended hours where possible.
- 1.6 We will notify you of any days we are closed. A list of term dates can be requested from the Manager and will be displayed on the notice-board.
- 1.7 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 1.8 We will provide you with regular updates on the progress of your child.
- 1.9 We will comply with the requirements of the Early Years Foundation Stage and our OFSTED registration.
- 1.10 We will provide you with details of our policies and procedures. Our policies are accessible to you at all times.
- 1.11 We will maintain appropriate insurance to cover our childcare activities.
- 1.12 We will always do our utmost to make a place(s) available to your child. However, we cannot guarantee that a place will be available.

Your obligations to us

- 2.1 You are required to complete our registration form before your child can start with us.
- 2.2 You must notify us immediately of any changes to the information you have provided to us.
- 2.3 The registration form includes medicine consent and emergency treatment authorisation which you are required to complete prior to your child can attend our setting.
- 2.4 You must read and abide by our policies and procedures.
- 2.5 You must immediately inform us if your child is suffering from contagious diseases. 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 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 require proof of identification. If we are not 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 as soon as possible if you are not able to collect your child by the official collection time. You may be charged a late payment charge if your child is not collected at the official collection time.
- 2.8 **You must provide us with at least one month's notice of your intention to decrease the number of hours your child will be attending or your decision to withdraw your child from our setting.**
- 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.

Payment of fees

- 3.1 Our fees are based on an hourly rate which will be notified to you. Fees may be reviewed, you will be notified of any amendments to our hourly rate.
- 3.2 Fees must be paid on a half-termly basis, by the due date stated on the invoice.
- 3.3 The Treasurer will issue half termly Invoices to all parents/guardians that have fees to pay detailing the sessions the child will be attending for that period, the amount received in government funding (if any) and the amount owing. It also includes a date for when the payment is due. The invoice will state that the parents/guardians of the child can speak to the Treasurer to negotiate a payment plan should they have difficulty paying the full amount in one payment.
- 3.4 Payment can be made via cash, cheque, bank transfer or through childcare vouchers.
- 3.5 No refunds will be given for periods where the place is unfulfilled due to illness or holiday.

Late Payment Policy Statement

We will offer a fair system to all parents and guardians for the payment of fees. Payment plans will be offered to ease the financial burden of fees and to ensure we give the families of our children a chance to achieve economic well-being. If, however after putting such plans into place we still do not receive payment we will follow the procedure laid out below.

Procedures for late payment

- 4.1 The Treasurer will maintain a list of all fees due and check off all payments received against this list.
- 4.2 One week after the payment deadline, if fees are still outstanding for that half term the Treasurer will issue a First Overdue Fees notice letter. The letter will ask for payment within 7 days and give notice that additional charges will be incurred if the payment is not made within 7 days. It will give the opportunity for the parents/guardians to speak to the Treasurer to negotiate a payment plan.
- 4.3 The Treasurer will offer parents the option of setting up a Payment Plan. A Payment Plan will enable payments to be spread out over a longer period of time (potentially into the period where they begin to receive free entitlement and are no longer accumulating fees).
- 4.4 If no payment has been received within 7 days of issuing the first overdue notice letter, the treasurer will issue a 'Second Overdue Fees Notice' letter for the original amount plus £10 and will state that if payment is not made within 7 days an additional £10 administration fee will be charged. The letter will advise the parent/guardian that if we do not receive payment in 7 days then the child will no longer be able to attend the pre-school until payment is made.
- 4.5 If no payment has been received within 7 days of issuing the second overdue notice letter, issue a 'Final Overdue Fees Notice' letter for the original amount plus £20 and will state that if payment is not made within 7 days the child will be refused their sessions at pre-school and legal action may be taken to recover the debt.
- 4.6 If any agreed payment plans are not adhered to then we will follow the procedure for the late payment of monthly fees.
- 4.7 We hope not to have to use such extreme methods and hope in most cases such situations will be resolved through discussion and the setting up of payment plans / reductions in the child's sessions.

Termination of the Agreement

- 5.1 You may end this Agreement at any time, giving us at least one month's notice by placing the request in writing.
- 5.2 We may immediately end this agreement if;
 - You have failed to pay fees;
 - You have breached any of your obligations under this Agreement and have not or cannot put right that breach within a reasonable time period after we have brought the matter to your attention.
 - You have behaved unacceptably, as we cannot tolerate any physical or verbal abuse or threats towards staff;
 - We take the decision to close. We will give you as much notice as possible in the event of such a decision.

General

- 6.1 If you have any concerns regarding the services we provide, please discuss with the manager or Management Committee. We have a standard procedure for dealing with complaints, details can be found in the Making a Complaint Policy.

- 6.2 From time to time we will take photographs of children that attend our setting. The photographs are used for on-going recording of our curriculum and for children's individual development records. Photographs are temporarily stored until they are printed, and then they are deleted. If we wished to use photographs/images of your children for training, publicity or marketing purposes we would always seek your written consent for each image we intend to use, as indicated on our Registration Form.
- 6.3 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.
- 6.4 Snacks are provided on the premises. 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 guidelines and to ensure that all staff involved in the preparation and serving of food are suitably trained in the preparation and serving of food.
- 6.5 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) 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 to override your refusal to give consent only in specific circumstance where the child or someone in your family may be in danger if we do not share the information.

We reserve the right to vary the terms and conditions of this agreement.

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 acceptance of a childcare place with us.

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

Parent Name 1 _____

Signed _____ **Date** _____

Parent Name 2 _____

Signed _____ **Date** _____