

10.13 Childcare terms and conditions – St Albans Branch

Fountain Montessori Pre-school Ltd Terms and Conditions

This document and the terms and conditions within it, govern the basis on which Fountain Montessori Pre-school '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:

Fountain Montessori Pre-school and Nursery Ltd, 77 Holywell Hill, St Albans AL1 1HF

Company registration number: 06024324

Registered address: 23 Church Street | Rickmansworth | Hertfordshire | WD3 1DE

Telephone: – 01727 855935

Email: – stalbans@fountainmontessori.com

Ofsted URN: 2546935

Insured by: Royal Sun Alliance

Insurance policy number: RTT209838

Terms and conditions

1.0 Our obligation to you

- 1.1 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn. Once you have confirmed the place, a deposit payment will be required to hold the place for your child. The monetary value of the deposit will be published as part of our schedule of fees which can be obtained on request. The deposit will be repaid without interest against any sums due to the nursery upon notice of your child leaving the nursery.
- 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 (typically 1 month if planned) and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 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 try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. **Notice usually 1 month needed.**

- 1.5 We will notify you as soon as possible of any days we will be closed.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.11 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

2.0 Your obligation to us

- 2.1 You will need to complete and return our *Registration Form* to us 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 and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.3 The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.4 The registration form includes your permission for Fountain Montessori to share your child's data through the Ey Log system (see <https://eylog.co.uk/faq/> for further information). I have read the information about the eyLog system and understand that by signing this consent form I will receive an email message and will be able to log in and see observations of my child. These observations may include photographs, video clips or audio recordings.

I hereby give consent for my child to be photographed/videoed for recordkeeping

Purposes and for the use of Early Years Professionals Fountain Montessori Preschool.

I understand that there may be group photographs/videos that incorporate images of my child and other children and teachers. I agree that these photographs/videos may be used in other children's learning journeys.

To protect and respect privacy, I agree not to use/upload/share the photographs, videos and audio recordings involving other children on public websites such as social media websites and may not utilise information from my child's learning journey for purposes other than understanding the development of my child.

The Fountain Montessori policy on photographs/videos covers this in more detail which I can

access in the Policies Folder located at our reception area.

I agree that my child's observations, learning journey, reports and other documents created through eyLog can be stored on eyLog's systems. I agree to log in using only the personal login provided to me.

- 2.5 You will read and abide by our policies and procedures.
- 2.6 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.7 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. You must abide by Fountain Montessori Communicable diseases, administering medicines and exclusions policy.
- 2.8 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 proof of identity. 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.
- 2.9 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 collection charge will be applied; please refer to the current fee schedule for details.
- 2.10 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.11 You will provide us with at least three months' notice of your intention to decrease the number of hours 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 three months from the date of notice. If you are ending this Agreement, notice must be given by completing our *Notification of Leaving Date* form which is available on request.
- 2.12 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.

3.0 **Payment of fees**

- 3.1 Our fees are based on a monthly fee that shall be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least three months before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us three months' notice, by completing our *Notification of Leaving Date* form which can be obtained from our setting manager. Except Abbey view children see 3.2
- 3.2 *Carried over Abbey view children shall continue to pay fees at the beginning of the term and the beginning of the half term. All late charged are applicable as below*
- 3.3 Fees cover the Montessori and EYFS curriculum, breakfast, snacks, lunch, tea, resources, extra classes (dependent on days and sessions chosen) and tuition. Except Abbey view children

- 3.4 *Carried over Abbey view children shall have milk and snack and bring in healthy packed lunch.*
- 3.5 Damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.
- 3.6 Extracurricular classes are chargeable, uniforms and emergency sessions are **all extras** to be invoiced separately.
- 3.7 Fees must be paid on a monthly basis, in advance by the 4th of the month due. We calculate the amount payable by you each month by multiplying the Weekly Fee by the number of weeks we are open during the year and dividing the total number by 12. This will give 12 equal monthly payments. Fees apply 12 months of the year. *Except carried over Abbey view children see 3.2 above.*
- 3.8 All payments made under the Agreement should be by standing order (or direct debit where the facility is available) unless payment by cash, cheque or debit/credit card is agreed with us in advance. All payment, regardless of method, shall be made by you monthly (except Abbey view children shall pay twice a term see 3.2 above), in advance on the fourth day of each month (or the due date). If payment is made by cash or debit/credit card, it is your responsibility to obtain a receipt as proof of payment. **Late payments incur a late payment fee of £50 per week.** In addition, daily interest will be charged on all outstanding amounts at the rate of [3%] above the Bank of England base rate.
- 3.9 If the payment of fees referred to in 3.7 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.
- 3.10 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.
- 3.11 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and for 4 training days per year to support our continuing professional development for the benefit of children and families. No refund is given for this closure as this has already been taken into account when calculating your child's fees. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.12 In the event of late collection of your child, we reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis. The cost to you will be £15 every 5 minutes late. Frequent late comers will have to pay even if they call and inform the nursery.

4.0 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.

5.0 Termination of the Agreement

5.1 You may end this Agreement at any time, giving us at least three months' notice by completing the 'Notification of Leaving Date' form. Notice must be addressed to The manager and hand-delivered or sent by recorded delivery to the Nursery address. No other notice will suffice. In the absence of such notice, full terms fees less deposit in lieu of notice must be paid whether or not the place can be filled. The main reasons for these rules are to promote the stability of the Nursery community and to ensure that the Nursery has sufficient notice with which to plan resources and curriculum.

5.2 In the last year of nursery before reception children must complete the full summer term which ends in August or the full fees for the remaining time will be payable and deposit withheld. *Except Abbey view term time children.*

5.3 We may immediately end this Agreement if:

5.3.1 You have failed to pay your fees;

5.3.2 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 after We have drawn it to your attention;

5.3.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff;

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

5.4 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.

5.5 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.

5.6 Withdrawal of a place and deposit(s): The deposit is not refundable if a child is withdrawn before he/she takes up his/her place.

6.0 General

- 6.1 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 monthly Fee 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.
- 6.2 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*.
- 6.3 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 whilst your child is with us. The photographs are used for display and for your child's records within the setting. 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 *Registration Form*.
- 6.4 The parents authorise us while in loco parentis to take in good faith all decisions that safeguard and promote the welfare of the pupil. Parents' consent also to emergency medical treatment including general anaesthetic and operation under NHS or at a private hospital where certified by a doctor necessary for the welfare of the pupil and if parents cannot be contacted in time.
- 6.5 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*.
- 6.6 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. It is our usual practice to provide vegetarian option only. 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.
- 6.7 Absences: The manager must be informed if any child is absent. This can be done by calling the Nursery before the start of the session.
- 6.8 Valuables: Children are not permitted to bring money, jewellery or other valuables with them. Parents will be asked to take any belongings brought to the Nursery home with them.
- 6.9 Change of address: Any change of address or telephone number must be notified to the manager immediately.
- 6.10 Parking: Any person using the parking area does so entirely at his or her own risk. The Nursery cannot accept any responsibility for injury, damage or loss to visitors, vehicles or property.

- 6.11 Special precautions: The manager must be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from Nursery premises if the Head, acting properly, considers such exclusion to be in the best interests of the pupil or of the Nursery.
- 6.12 Absence of parents: When both parents will be away from their home in the United Kingdom overnight, The manager must be informed in writing of the name, address and telephone numbers for contact of a suitable legal guardian or other adult with whom the pupil will reside. These matters are the responsibility of parents.
- 6.13 Insurance: The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents. The Nursery is not the agent of the parents for any purpose related to insurance.
- 6.14 Concerns/complaints: Parents who have cause for serious concern as to a matter of safety, care of quality of education must inform the manager without delay.
- 6.15 Special Learning Difficulties: Parents will be notified if it appears that the pupil is experiencing any problems. The Nursery will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.
- 6.16 Medical supervision: Before entering the Nursery, the pupil must be immunised against diphtheria, polio, mumps, tetanus, whooping cough, measles and rubella.
- 6.17 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 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.

7.0 This Agreement

- 7.1 A successful Nursery must initiate and respond to change. The offer of a place and its acceptance are given on the basis that in the interest of the Nursery as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the Nursery, to its premises and facilities, to the length of the terms and the day and to any other aspect of the Nursery. We reserve the right to vary the terms and conditions contained in this Agreement.
- 7.2 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.
- 7.3 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 our registration form online via Eyman system to indicate that you have read and understood the above Terms and Conditions and to confirm your acceptance 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 Fountain Montessori Pre-school Ltd, you and the guarantor.

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