



## Parents/Carers Contract

### Castle Day Nurseries Ltd Terms and Conditions

**To enable us to provide and maintain the highest standards of care, and to ensure there is clarity about the contractual relationship between parents and the Pre-school, we set out below our standard conditions: -**

#### Admission

1. Children will be considered for entry to the Pre-school once the registration form has been completed and returned to us. A non-refundable registration fee has to be paid when a place has been taken up by you.

#### Welfare of the Child

2. We will do all that is reasonable to safeguard and promote your child's welfare. Our Pre-school will work with children, parents, external agencies and the community to ensure the welfare and safety of children and to give them the very best start in life.
3. Where a child is not fully potty trained parents of that child must provide sufficient nappies, nappy bags and wipes for each day and spare clothes while potty training in named bag. These will only be used on your child.

#### Health and Medical Matters

4. If your child becomes ill during a Pre-school session, The Manager/Deputy will contact the parent / carer or the emergency contact indicated on the Registration Form. Parents must inform the Pre-school immediately of any changes to these contact details.
5. If your child is suffering from a communicable illness, they should not be brought to Pre-school until such time as the infection has cleared. A full copy of the Pre-school's Infection Control Policy is available from the Pre-school. Parents / carers are asked to refer to the Illness / Communicable Disease List displayed in the entrance cloakroom for your information, on the minimum periods of exclusion from the Pre-school.
6. Parents / carers are required to notify the Pre-school if your child is absent from the Pre-school through sickness or any other reasons.
7. The Pre-school cannot administer any medicine to a child unless prescribed by a doctor and presented in its original packaging. Should the child be on prescribed medication it is the responsibility of the parent or carer to notify the Manager/Deputy or Key Person, and to sign the necessary form of consent prior to any medication being given.

## **Food and Dietary Requirements**

8. We will work with parents / carers to provide suitable food for children who have a special dietary requirement. The Pre-school will take all reasonable care to ensure that a child does not come into contact with certain foods. Nuts, of any variety, will not be accepted into the Pre-school at any time. Parents/carers should provide children with healthy packed lunches.  
**All lunch boxes must contain an ice pack .**

## **Concerns / complaints**

9. Any question, concern or complaint about the care or safety of a child must be made in the first instance to the Manager. If required the policy and procedure is available for your information. Castle Day Nursery will do their utmost to ensure all concerns/complaints are resolved.

## **Disclosures**

10. In order to ensure the Child's welfare and happiness, the parent / carer must disclose any medical condition, health problem or allergy affecting the child, any concerns about the child's safety or wellbeing, or any family circumstances or court order which might affect the child at the time of the application or as soon as it is known.

## **Fees**

11. All fees are charged half termly and must be paid within 14 days of receipt of the invoice. Fees will be invoiced to the person(s) named on the Registration Form. Fees are payable during periods of absence from the Pre-school, including sickness and any holidays taken when the Pre-school is open.  
Any changes to your invoice or payment query should be notified by e mail to [adrijana.owen@btinternet.com](mailto:adrijana.owen@btinternet.com) /or given in writing to the Manager.
12. Fees are reviewed annually and so any increases will only occur once during the year. Any such increase will be notified by the Pre-school at least one half-term in advance of the increase being applied.
13. Prices quoted are per child for a daily morning/afternoon session. A current session is 9.00am to 12.00pm/12.00m-3:00pm. Additional fees are payable for Lunch Club and Breakfast Club .The Lunch Club is part of the afternoon session price.
14. Four weeks written notice is required if you no longer require the place, if you wish to withdraw your child or make changes to your child's session days. Until that notice has expired, fees are payable.
15. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the Pre-school can properly budget for its own outgoings which continue whether or not all children are present and to ensure that the cost of individual default does not fall on other parents. If the Pre-school has to be closed due to any reason beyond the control of the Pre-school, such as power failure or adverse weather conditions, no compensation will be paid or refund given. Castle Day Nursery would do their utmost to provide you with replacement sessions where possible.

## **Unpaid Fees**

16. If fees remain unpaid and go into arrears, the Pre-school have the right to deny the child a place at the Pre-school.
17. For dishonoured cheques/payments, bank charges apply, which will be added to the amount of the fees sought from the parent. In these instances, the Pre-school reserves the right to add on any other reasonable costs incurred in seeking payment.
18. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation [Late Payment of Commercial Debts (Interest) Act 1998] if we are not paid according to agreed credit terms.

## **Late Collection**

19. The Pre-school arranges staffing to cover normal hours, and seeks to recover those and all other costs through the normal fee arrangements. That staffing does not provide cover outside the normal working hours of the Pre-school. Whilst the Pre-school seeks to provide some cover in emergencies, an additional fee will be charged if children are persistently picked up late.

## **Belongings**

20. The Pre-school does not accept responsibility for accidental damage or loss of property. Parents are requested to keep their child's personal items to a minimum and label clearly all belongings. Parents are requested to send the children to Pre-school in clothes and shoes suitable for play and painting. Jewellery, small hair clips, heels and flip flops etc restrict a child's movement and can present a risk of injury. Parents are strongly advised against these items and must take responsibility for accidents caused by belongings or clothes which the children have been sent to Pre-school with.

## **Insurance**

21. The Pre-school undertakes to maintain those insurances required by law. Details of these are available from the Manager. Copies of the current Employer's Liability and Public Liability Insurance Policies are displayed in the main hall/foyer at the Pre-school.

## **General**

22. The settings Parental/Carers Permission Form which is completed at enrolment. Please familiarise yourselves with contact details/phone numbers and key personnel at your setting.

**Parents/carer must inform Castle Day Nursery of any personal changes i.e. Change of Address/ Phone numbers/Emergency contacts/Who is authorised to collect your child/Any changes to your child medical condition**

**Parent should familiarise themselves with our website :**

**<https://www.castledaynurseries.co.uk> to find updates/newsletters and other useful information.**

## **Safeguarding Children**

23. It is understood that the Pre-school is under obligation to report to the relevant authorities any incident where we consider a child may have been abused or neglected. This may be done without informing the parent / carer.
24. Any information given by a parent or carer regarding their child will be treated with the utmost confidentiality, except in cases where harm towards a child is suspected.
25. The divulging of confidential information relating to the Pre-school, its employees, children or customers to any third party, is considered a breach of confidence and, as such, is regarded as constituting gross misconduct which could lead to summary dismissal from employment for staff or cancellation of a Pre-school place.
26. Staff are instructed to limit discussions with parents regarding the Pre-school or your child to Pre-school time and on Pre-school premises and then only regarding children for whom they have specific responsibilities. Parents / carers are asked to respect that fact and not approach staff outside of those times. If staff are engaged in any private childcare work with parents/carers that have children at the setting or otherwise after their normal contracted hours, Castle Day Nurseries Ltd does not take any legal responsibilities.
27. Parents / carers and staff will not discuss details pertaining to their own or other children and the Pre-school on any social networking site or in social environments. Privacy for children is essential, so parents / carers are requested to respect this condition and not ask a staff member to deviate from this rule.
28. During visiting/helping or settling your child at Castle Day Nursery you are not permitted to use cameras, mobile phones and your bags/belongings must be left out of reach of children in a designated area.  
When special occasions such as Christmas Carols/ End of year party, Castle Day Nursery will give permission for taking photos.

## **Security**

29. Parents / carers are welcome to visit the Pre-school; however we will not admit anyone without prior notification. It is the parent / carer's responsibility to ensure that staff are aware of who will be collecting your child. No child will be allowed to leave the building with anyone, known or not, without prior notification. A password system is in operation.

## **GDPR ( General Data Protection Regulation)**

30. The General Data Protection Regulation (GDPR) Act is a new EU law coming into effect on 25<sup>th</sup> May 2018. The purpose of the Act is to protect the rights and privacy of individuals, and to ensure that data about them are not processed without their knowledge and are processed with their consent wherever possible and give individuals greater control over

their personal data. Castle Day Nursery is committed to a policy of protecting the rights and freedoms of individuals with respect to the processing of their personal data.

GDPR gives individuals the right to know what information is held about them. It provides a framework to ensure that personal information is handled properly.

Our website complies with GDPR. We use cookies on our website in order to ensure the best possible experience for our users. Cookies are used for a number of different purposes including site functionality and analytics. We do not use cookies to store information about you.

### **Legal Contract**

31. The offer of a place and its acceptance by parents gives rise to a legally binding contract on the terms of these Terms and Conditions and the Policies and Procedures of the Pre-school. It is important that parents and staff adhere to those terms, any queries about them should be raised with the Pre-school Manager.

### **Free Entitlement for 2, 3 and 4 year olds at Castle Day Nursery**

Free Entitlement is provided by the Government. It allows some 2 year olds and all 3 and 4 year olds access to free, good quality, flexible early education and care.

At Castle Day Nursery settings children can use up to 570 hours each year, or a maximum of 15 hours over 38 weeks at Castle Day Nursery the minimum amount of hours you can use is three hours in any day and maximum of 6 hours a day. You are able to claim all 15 hours a week over 38 weeks as we operate term time only or just part of the hours (you might be using some free entitlement at another setting), however minimum amount of hours should be no less than 3 hours per week.

Any extra hours that you may wish to take in additional to the free entitlement are payable as per Castle Day Nursery set fees. The invoice for additional hours is issued on half termly basis at the beginning of the term and payable within 14 days. You will need to sign Free Entitlement Agreement Form that will enable Castle Day Nursery claim for your child. You are required to give four week notice in writing if you no longer wish us to claim for your child's free entitlement. All 3 and 4 year olds are eligible for funding the term after they become 3 years of age.

<b>A child born on or between...</b>	<b>...will become eligible for a free place from...</b>
1 April and 31 August	1 September, following their third birthday
1 September and 31 December	1 January, following their third birthday
1 January and 31 March	1 April, following their third birthday

A child moving to England from another country is entitled to funded early years care and education on the same basis as any other child, regardless of whether they have British citizens

**Any queries please do not hesitate to contact The Manager of the setting.**

**Early Years Universal 15 hours funding & the additional 15 hours of free childcare  
(30 hour free entitlement)**

- Only for 3 and 4 year old children
- There is an eligibility criteria for parents to access the 15 hours
- This is NOT a forever offer, parents will need to check every 3 months
- The same rules apply as present:
- Free at the point of entry
- Lunch time can be included in the offer but not the lunch itself
- Parents can access provision at a maximum of 2 sites per day but they need to indicate which setting is claiming the universal hours and which the additional hours.
- **Universal hours** – 15 hours funding claimed by Nursery
- **Additional hours**- 15 hours funding claimed by Parents via HMRC

**Criteria for the additional 15 hours**

- To qualify for the additional 15 hours of free childcare, each parent (or the sole parent in a single parent family) will have to be in work, and expect to earn on average, at least £115 a week (the equivalent of 16 hours on the national minimum wage) and no more than £100,000 per year.
- Self-employed parents and parents on zero-hours contracts will be eligible if they meet the average earnings threshold.
- Families where one parent is not in paid employment (or neither parent works) will usually not be eligible for these additional hours.
- Parents who are studying or in training will not be eligible unless this is combined with paid work which meets the minimum average earnings threshold.

**Process**

- Parents check eligibility with HMRC either online or by phone, NOT the local authority.
- Eligible parents will be given an 11 digit code which will normally be valid for 3 months.
- Funding can only be accessed from the term following their eligibility e.g. if a parent checks and is eligible in September, they will not be able to take the funding up until January so **parents need to apply the term before** they want to access childcare.
- Parents can check their eligibility via <https://www.childcarechoices.gov.uk/>
- HMRC will remind the parent to re-confirm their eligibility as their valid period draws to a close.
- However settings will need to confirm the eligibility of all codes online in a similar manner to our current 2YO system, being mindful of valid from dates as no funding is available for parents who do not renew their eligibility.
- Parents/Carers will be required to e mail 11 digit eligibility code each term before their valid period draws to a close for the next term eligibility. We also require Parents NI numbers. You must email it to [adrijana.owen@btinternet.com](mailto:adrijana.owen@btinternet.com)

**If the 11 digit code is not received in time or we are unable to confirm the funding is available Parents /Carers will receive an invoice.**

**Please sign and return the slip below.**

**I have read and agree to the Terms and Conditions of the Castle Day Nurseries Ltd Parent/Carers Contract.**

**Signed.....Date.....**

**Name block capitals.....**

**Child's name .....**

**Castle Day Nurseries**

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