

# **Childcare Agreement and Terms and Conditions**

## **Compass House Day Nursery Agreement and Terms and Conditions**

This document and the terms and conditions within it govern the basis on which Compass House Day nursery (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:**

Compass House Day Nursery, West Meon, Petersfield, Hampshire. GU32 1LX

Tel: 01730 829249 / 07540 750616 Email: compasshousenursery@hotmail.co.uk

[www.compasshousenursery.co.uk](http://www.compasshousenursery.co.uk) Ofsted URN: 151091

Insured by: COVEA Insurance Insurance policy number: NC000946

### **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

## **Childcare Agreement and Terms and Conditions**

The following terms and conditions govern the basis on which we agree to provide childcare services to you.

### **Our obligation to you**

- 1.0 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 If you fail to notify us then the offer of a place may be withdrawn. Once you confirm a fee-paying place a non returnable deposit payment of £100.00 is required to hold the place for your child. The deposit is refunded on your first childcare invoice. Please note your child's deposit will be taken on completion of the application form. In completing your childcare application an administration fee of £25.00 will be charged.
- 1.1 We provide agreed childcare facilities for your child during the official opening hours of 08:00 – 18:00. 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, if we have availability.
- 1.2 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. Childcare sessions cannot be carried forward or accumulated.
- 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 In the event of an accident or emergency involving your child every effort will be made to contact you immediately. Emergency services will be called as necessary, and your child may be taken to hospital accompanied by a member of staff for emergency treatment. Health professionals are responsible for any decision on medical treatment in your absence. All accidents and emergencies are recorded in our accident book and a copy of the report will be provided to you.
- 1.7 We will arrange settling-in sessions with you to meet the needs of your child, these settling-in sessions are arranged during our quieter times and during times where we have availability. We invite parents into the setting for the first three settling-in sessions and after these three sessions we require children to be dropped off and collected at the nursery gate in line with our policy.
- 1.8 On some occasions the childcare arrangements that have been agreed may not work for both or either party. Under these circumstances it may not be in the best interests of all involved to continue with settling-in sessions or the childcare arrangements. Should this arise the agreement will come to an end.

## **Your obligation to us**

- 2.0 You are required to fully complete and return the *Childcare Registration* form to us before your child can start.
- 2.1 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.
- 2.2 The *Childcare Registration* form includes emergency medicine consent and emergency treatment authorisations which you are required to complete before your child attends.
- 2.3 You are required to immediately inform us if your child is suffering from any contagious disease this includes COVID, or if your child has been diagnosed by a medical practitioner with a notifiable disease. We need to protect other children and staff 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 and staff during normal daily activities. You must inform us if you have given your child calpol before arriving at nursery, if calpol has been given for any other reason other than teething this must be discussed with a member of staff. Children should not attend nursery if they are unwell, any children who appear unwell during the day or who develop a fever throughout the nursery day will be required to be collected immediately.
- 2.4 The nursery does not have the facilities to care for sick children and we have to ensure the safety of other children and staff. Your child is not allowed to attend nursery for a period of 48 hours if they have sickness and diarrhea, 48 hours starts from the last time they were sick or had diarrhea. Parents will be contacted immediately should children fall unwell during the day, we are only allowed to give an emergency dose of calpol with your consent if parents are on their way to collect their child, parental consent must be obtained before the calpol is administered. Children are not allowed to attend nursery with any contagious illnesses, our policy includes COVID, fevers, conjunctivitis, impetigo, croup and whooping cough. Although conjunctivitis isn't listed as contagious, through past experience we find it spreads very quickly throughout the nursery and children are uncomfortable with the condition and they need to be cared for at home until their eyes feel better. We will continue to keep parents up to date with regards to our COVID policies and procedures.
- 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 and a password 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 an authorised person (recorded on your registration form) to collect your child as soon as possible and confirm who they are. A late collection charge of £20 for the first 15 minutes and £10 every five minutes thereafter. 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. Any late collections are recorded.

- 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 If your child is unwell, or you decide for your child not to attend nursery, or you are running late for their booked session we require you to inform us of their absence or your late arrival before 10:00 at the latest. You can inform us by text to the nursery mobile 07540 750616 or by email. Children are expected to arrive before the afternoon session starts at 13:00 for their booked session. After 13:00 your booked time will be forfeited and no refund of fees will be given.
- 2.9 On arrival to nursery you are required to inform us of any accidents that have happened at home, we record accidents that have happened at home in our 'accident book'.
- 2.10 Please do not arrive at nursery before your session start time, parking is very limited. Please be aware that the nursery closes at 18:00 Monday – Friday. If you need to discuss anything with staff, please can you ensure you arrive before 18:00 to ensure the nursery closes on time. Staff have tidying and cleaning to carry out at 18:00 after the nursery closes, so please be mindful that you have left the nursery at 18:00.
- 2.11 All 07:30 early arrivals need to be pre booked in advanced with the nursery. We require at least 24 hours notice if you require an early start. Any arrival before 08:00 will incur the early arrival fee of £5.00. You can text an early arrival request through to the nursery mobile: 07540 750616, please await confirmation before arriving at the nursery for your early arrival. If you have booked an early start and no longer require the 07:30 arrival we require 12 hours notice of your cancellation. Any early arrival booking that is cancelled within 12 hours will still be charged for.
- 2.12 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. Please see the nursery website [www.compasshousenursery.co.uk](http://www.compasshousenursery.co.uk) for our minimum attendance requirements. 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 email this in writing to [compasshousenursery@hotmail.co.uk](mailto:compasshousenursery@hotmail.co.uk) or provide us with a letter of termination.
- 2.13 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.
- 2.14 We require your child to arrive at nursery dressed and ready to start the nursery day. We require you to provide the necessary resources' your child will need for the day, including nappies, wipes, food, snacks, baby milk, sleep bag, bedtime toy, appropriate footwear (including waterproof boots / wellington boots), change of clothes and an adequate coat for the weather. All items need be clearly named, we will not be held responsible for items that go missing. Food and cows milk is provided for children over 12 months of age (we do not have the facilities to cater for allergies and special dietary requirements). Nursery Suncream is provided and applied if needed. Should your child require a specific suncream due to allergies or personal preference we ask you to provide us with a named bottle of the suncream that can be kept at nursery.

- 2.15 We are only allowed to administer prescribed medication, except, with your consent, an emergency dose of calpol if you are on your way to collect your child. All prescribed medication from home should be clearly named and we will provide a medication form for you to complete at nursery to give your consent for us to administer the medication to your child.
- 2.16 We do not have the facilities at nursery to store or clean reusable nappies, we politely request that children attend nursery in disposable nappies only.
- 2.17 Our policies and procedures are available for you at the setting should you require to read them.
- 2.18 Parents and children are not allowed to unlock and open the nursery gate at anytime. This is a breach of our security measures that we have in place to keep everybody safe. On arrival to the nursery please ring the gate bell and wait for a member of staff to unlock and open the gate. We are often busy within the nursery, if a member of staff does not come straightaway, we ask you to be patient, if it's raining we advise you to have an umbrella or a waterproof coat ready in preparation for this.
- 2.19 Parents are not allowed to park in the adjoining car park area that belongs to our neighbour, Mulberry House. If there is no room in the nursery carpark please wait in the road until a car parking space becomes available. Please do not block the entrance to the driveway or block our neighbours access. Parents are asked to park considerately for other parents and staff needing to use the carpark, please do not park across two spaces. We politely request parents to drive carefully in the nursery carpark and to reverse with care when other parents and children are in the driveway.
- 2.20 Children are not allowed to throw or kick stones in the nursery carpark. This is a hazard for other parents and children and we have had reports of damage to vehicles through children kicking and throwing stones. To prevent injuries and damage to vehicles, parents are encouraged to ask their children not to do this.
- 2.21 Children are not allowed to run on to our neighbours property and up their driveway, parents are encouraged to prevent their children from doing this.
- 2.22 When you use the nursery carpark this is at your own risk. Any pushchairs or car seats left at nursery are left at your own risk. Staff are not responsible for securing car seats into vehicles.

### **Payment of fees**

- 3.1 Our fees are based on our daily or hourly charge, please refer to our nursery website [www.compasshousenursery.co.uk](http://www.compasshousenursery.co.uk) for our current nursery charges and fees. 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 one month 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. Additional time will be charged at the full rate.
- 3.3 All payments made under this Agreement should be made through online banking. Tax free childcare and childcare voucher payments are accepted. All payments regardless of the method are to be paid monthly, in advance, on the first day of each month (the due date). Late payments received after the

5<sup>th</sup> of each month 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. If further action is required to recover unpaid fees, additional charges may be made in lieu of any costs of recovery incurred. The nursery banking details are as follows: Sort Code: 20-97-01 Account Number: 80887226. Compass House Day Nursery.

Further details of the tax free childcare scheme can be found out <https://www.gov.uk/tax-free-childcare>

- 3.4 Parents have had difficulty in the past finding our tax free childcare account details on the government website, we are registered and with using the following details and spacing: 151091 GU32 1LX. If you experience any further difficulties parents will need to phone the tax free childcare helpline, details of this are on the tax free childcare website. Unfortunately, the nursery is unable to help with this payment method.
- 3.5 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.
- 3.6 If you require additional sessions or have not collected your child by the official collection time of 18:00, we will inform you of the extra amount payable and add these additional charges to your regular fees. Any additional sessions booked require 24 hours notice if you need to cancel them. Any additional sessions cancelled within 24 hours will still be charged for. In the event of late collection of your child, we reserve the right to charge a late collection fee of £20 for the first 15 minutes and £10 every five minutes thereafter.
- 3.7 No refund will be given for periods when children do not attend nursery due to COVID, self-isolating, general illness or holidays. Please note that we are closed on bank holidays and our staff have three training days per year. This helps support our staff's continuing professional development which benefits the children and families. No refunds are given for these closures and full fees are payable on all bank holidays and our three staff training days.
- 3.8 Current nursery holiday dates and staff training days are listed on the nursery website <http://compasshousenursery.co.uk/holiday-dates.html>
- 3.9 Parents are notified at least one month in advance of any closures.
- 3.10 If eligible, parents are responsible for obtaining their 30 hour funding code and providing us with a completed funding form. Parents are responsible to ensure their 30 hour eligibility code is obtained within the time frame set out by Hampshire County Council and renewed accordingly. Eligibility codes need to be obtained the term before your child is due to start their funding. For example, if your child is eligible to start claiming their 30 hours from January, the code needs to be obtained before 31<sup>st</sup> December. Please see Hampshire County council website for further details: <https://www.hants.gov.uk/socialcareandhealth/childrenandfamilies/childcare/payingforchildcare/freechildcare/3and4yearoldoffer>
- 3.11 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. The nursery only offers standard education funding and we do not offer stretched funding. 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.

3.12 An hourly consumable fee of £2.00 per hour runs alongside the funding and parents are invoiced for this alongside their normal fees.

3.13 All teaching sessions, this includes: Music, Dance and Ballet, will be invoiced half termly in advanced.

#### **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.

4.4 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 nursery owner.

4.5 During any period of suspension for behaviour-related issues, we will work with the local authority and where appropriate, welfare agencies to identify appropriate provision or services for your child.

4.6 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 and family is not sufficient to meet his or her needs. We may feel that this agreement is not working effectively and is not in the best interests of the overall nursery or your family, at which point we may end this Agreement.

## **6.0 General**

- 6.1 If we close or take the decision to close due to events or circumstances beyond our control such as COVID, illness, extreme weather conditions (including snow, flooding and extreme heat), power cut, and no heating or hot water the daily 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. This will be 50% of your fees after the three days the nursery has been closed. This includes COVID and any other future viruses and illness closures.
- 6.2 If you have any concerns about the childcare we provide, please discuss them with us. If your concerns are not resolved to your satisfaction, please contact the setting manager.
- 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 While food and drink is provided on the premises, we are not a commercial kitchen and cannot cater for the individual needs of every child. 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 We encourage a 'no toy' from home policy, except for bedtime toys and comforters. Small parts from toys are dangerous and go missing. It's very difficult for staff to find missing toys at home time and we can't be held responsible should toys from home get lost or broken at nursery. This policy includes precious hair slides and accessories, dressing up clothes from home and precious clothing. Children should attend nursery in clothing that doesn't matter should it get dirty through outside play activities or painty during creative activities. We do our best to ensure children's clothing stay protective but unfortunately at times clothing becomes ruined.
- 6.6 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.
- 6.7 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.
- 6.8 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.



- 6.9 We reserve the right to vary the terms and conditions contained in this Agreement giving at least one month's notice.
- 6.10 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.
- 6.11 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.

A copy of this childcare agreement will be provided to you.

Parent name 1

Signed \_\_\_\_\_ Date \_\_\_\_\_

Parent name 2

Signed \_\_\_\_\_ Date \_\_\_\_\_

Home address

Daytime/work telephone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

Signed on behalf of Compass House Nursery:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name Jane Wake

Role (owner, director or trustee) Nursery Manager and Owner