



*Kelvedon St. Mary's
C of E Primary Academy
Nursery & Autism Support Centre*

DOCWRA ROAD, KELVEDON, ESSEX CO5 9DS

Tel: 01376 570411

email: admin@kelvedonacademy.com
web site: www.kelvedonacademy.com

Headteacher: Mr. M. D. Walsh BEd (HONS) NPQH

Kelvedon Academy Nursery 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 two weeks 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 If you do not then the offer of a place may be withdrawn.

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 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.

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

1.6 We will notify you as soon as possible of any days we will be closed. Communication will be by text or email via ParentPay. Please ensure that all contact details are kept up to date at all times.

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 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.

1.9 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.

1.10 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.

1.11 We will maintain appropriate insurance to cover our childcare activities.

1.12 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 Pupil Information form, and offer letter 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 Please see our policies, available to view in the school office

- 2.4** 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.
- 2.5** 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. A child should not return to nursery following sickness or diarrhoea until at least 48 hours have passed since the last incidence.
- 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 will require password or 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.
- 2.7** 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 payment charge will be applied; please refer to the current fee schedule for details.
- 2.8** You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.9** You will provide us with at least one month's 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 one month 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.
- 2.10** 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 termly 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 one term before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one month's notice, by completing our Notification of Leaving Date form which can be obtained from our setting administrator.
- 3.2** Fees must be paid on a half termly basis, in advance. We calculate the amount payable by you each half term by calculating the hours your child should be in attendance during the term.
- 3.3** All payments made under the Agreement should be made online on ParentPay (Log in details will be provided by the school office.) or by voucher scheme in advance. All payments should be made by you half termly. *(A PayPoint barcode can be obtained from the school office, if required, to pay fees in cash at PayPoint supporting retailers. Supporting retailers can be found on the PayPoint website.)* If payment is made by cash at a PayPoint retailer, it is your responsibility to obtain a receipt as proof of payment. It may take a few days to process your payment and for funds to arrive in your ParentPay account. Late payments may incur a late payment fee.
- 3.4** If the payment of fees referred to in 3.3 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.
- 3.5** 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 and will be added to your ParentPay account for immediate payment.
- 3.6** 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 5 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.
- 3.7** 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.

4.0 Uncollected child

4.1 If a child is not collected by an authorised adult by their expected collection time, we put into practice agreed procedures. The child will receive a high standard of care in order to cause as little distress as possible. We inform parents / carers of our procedures so that, if they are unavoidably delayed, they will be reassured that their children will be properly cared for.

Procedures

- Parents are asked to provide the following specific information when their child starts attending our setting, which is recorded on our Registration Form:
 - Home address and telephone number
 - if the parents do not have a telephone, an alternative number must be given, perhaps a neighbour or close relative.
 - Place of work, address and telephone number (if applicable).
 - Mobile telephone number (if applicable).
 - Names, addresses, telephone numbers and signatures of adults who are authorised by the parents to collect their child from the setting, for example a childminder or grandparent.
 - Who has parental responsibility for the child.
 - Information about any person who does not have legal access to the child.

- On occasions when parents are aware that they will not be at home or in their usual place of work, they inform us in writing of how they can be contacted.

- On occasions when parents, or the persons normally authorised to collect the child, are not able to collect the child, they provide us with written details of the name, address and telephone number of the person who will be collecting their child. We agree with parents how to verify the identity of the person who is to collect their child.

- Parents are informed that if they are not able to collect the child as planned, they must inform us so that we can begin to take back-up measures. Our contact telephone number is 01376 572239 / 01376 570411 / 07922 592783.

- If a child is not collected at their expected collection time, we follow the procedures below:
 - The child's file is checked for any information about changes to the normal collection routines.
 - If no information is available, parents/carers are contacted at home or at work.
 - If this is unsuccessful, the adults who are authorised by the parents to collect their child
 - and whose telephone numbers are recorded on the Pupil Information Form - are contacted.
 - All reasonable attempts are made to contact the parents or nominated carers.
 - The child does not leave the premises with anyone other than those named on the Registration Form or in their file.
 - If no-one collects the child within 30 minutes of their expected collection time and there is no-one who can be contacted to collect the child, we apply the procedures for uncollected children.
 - We contact the local authority children's social care team: 0845 603 7627 Or the out of hours duty officer (where applicable): 0345 606 1212
 - If the children's social care team is unavailable, or as our local authority advise, we will contact the local police.
 - After an additional 15 minutes if the child has not been collected, we will contact the above statutory agencies again
 - The child stays at the setting in the care of two of our fully-vetted workers, one of whom will be our manager or deputy manager until the child is safely collected either by the parents or by a social care worker.
 - Social care will aim to find the parent or relative. If they are unable to do so, the child will become looked after by the local authority.
 - Under no circumstances will we go to look for the parent, nor leave the setting premises with the child. - We ensure that the child is not anxious and we do not discuss our concerns in front of them.
 - A full written report of the incident is recorded in the child's file.

- Depending on circumstances, we reserve the right to charge parents for the additional hours worked.

- Ofsted may be informed: 0300 123 1231

- The local Pre-school Learning Alliance office/Development Worker may also be informed.

5.0 Suspension of a child

5.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

6.0 Termination of the Agreement

6.1 You may end this Agreement at any time, giving us at least one month's notice by completing the 'Notification of Leaving Date' form.

6.2 We may immediately end this Agreement if:

6.2.1 You have failed to pay your fees;

6.2.2 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;

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

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

6.3 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.

6.4 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 within a reasonable period after you have drawn it to our attention.

7.0 General

7.1 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 sessional Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.

7.2 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 nursery manager, Kelvedon Academy school office or the Head Teacher, Mr Walsh. Email; nursery@kelvedonacademy.com) Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Making a Complaint Policy.

7.3 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 Pupil information and Permission form.

7.4 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.

7.5 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 both a meat and vegetarian option. 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.

7.6 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.

8.0 This Agreement

8.1 We reserve the right to vary the terms and conditions contained in this Agreement

8.2 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.

8.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.