

Terms and Conditions at St Thomas More Preschool

The following terms and conditions, and documents referred to, constitute your contract with St Thomas More Preschool ('Preschool', 'We' or 'Us'), (company number 14929494) for childcare services we provide.

1. Our obligation to you

1.1 Once you have viewed the preschool, if you wish to book your child with us, you will be required to complete the registration form, pay a registration fee of £50 and provide a copy of your child's birth certificate to secure your place. Places are offered on a first come first served basis and confirmed when the registration form and fee has been received. Receipt of these does not guarantee a place will be available and the registration fee will be refunded if the preschool cannot offer the place on the date requested. If you are in receipt of FEET funding a registration fee is not required. Please bring the Surrey letter of FEET confirmation with your registration documents.

1.2 We will try to accommodate any requests you may make for additional sessions at the preschool, as and when you need them.

1.3 We will notify you as soon as possible of any days the preschool is closed.

1.4 We will provide you with verbal updates of your child's progress and give you access to Tapestry, to access your child's activities and input in their development. It is your responsibility to confirm your Tapestry account.

1.5 We will try to make available a place in preschool for any of your other children. However, we cannot guarantee a place.

1.6 We may administer first aid in the event of an incident or accident, certain types of non-medically prescribed medication (such as to reduce your child's temperature or respond to an allergic reaction) or apply sun creams / nappy cream as we deem appropriate. You must notify us if you do not consent to this, but please note that it may result in your child not being able to attend preschool.

2 Your obligation to us

2.1 You will need to complete and return to us our registration forms and registration fee before your child can start at our preschool.

2.2 You must inform us immediately of any changes to the information you provide on the form which includes:

2.2.1 your contact details, personal details or your child's health details.

2.2.2 if your child has any Special Educational Need and Disability (SEND) or medical needs.

2.2.3 any court or consent order or signed custodial agreement relating to your child's care arrangements; and

2.2.4 contact details for any other person(s) authorised to collect your child. We reserve the right not to release your child to a person if we are not satisfied they are authorised to collect them.

2.3 You agree to pay the invoice for your child's care and acknowledge that fees are not reduced if your child is away from preschool on holiday or has a short-term illness.

2.4 You must inform us immediately if your child is suffering from any contagious disease/illness. For the benefit of other children in the preschool you must not allow your child to attend preschool if they have a contagious/disease/illness (such as sickness, diarrhoea or chicken pox) as this is easily passed on to another child during the normal daily activities of the preschool. In line with government health guidelines children should not come into preschool for a minimum of 48 hours after the last episode of vomiting or diarrhoea has occurred.

2.5 We reserve the right to contact you to request that you collect your child if he/she becomes unwell whilst they are at preschool.

2.6 Full details must be given of anything affecting your child's health including allergies, conditions or additional needs.

2.7 In order for the staff to administer medicine you must authorise by signing a medication consent form before leaving the premises. Both parties must follow the preschool's policy and procedure on medication and illness.

2.8 You must keep us informed as to the identity of the persons who will be collecting your child from our preschool. If the person who is collecting the child is not usually collecting them, we will require a password to be set up as proof of identification. If we are not satisfied that an individual is allowed to collect your child, we will not release them into their care.

2.9 You must contact us as soon as possible if you are unavoidably delayed and you will be unable to collect your child at the expected time of collection. A late payment charge will be applied as detailed in the Fees section.

2.10 You must not bring your child into the setting prior to the start of the session time unless this has been previously agreed.

2.11 You will supply us with at least 4 weeks written notice of your intention to decrease the number of hours your child will be attending preschool or to withdraw your child from our preschool. If insufficient notice is given you will be responsible for the full fees for your child from the date notice was given.

2.12 All children must bring at least 1 complete change of clothing to each session. All clothing should be clearly labelled with your child's name.

2.13 To help us manage allergens you must not send food or food packaging into preschool that contains nuts. Please do not use creams, sun creams, or oils on your child that may contain nut oil e.g. arachis.

3 Payment of Fees

3.1 The preschool is open 38 weeks of the year excluding weekends and bank holidays. Fees are invoiced each half term. We may review the fees at any time and will give one month's notice of a fee increase.

3.2 Fees must be paid each half term on receipt of the invoice.

3.3 Preferred payment is by online banking, childcare vouchers or tax free childcare, although the preschool will accept cash if necessary. Payment received later than the given due date stated on the invoice (14 days after date of invoice) may incur a late payment fee of £10.

3.4 If the payment of fees referred to in 3.3 above is outstanding for more than 14 days then the preschool may end this agreement by giving you 14 days notice. Upon termination of this contract the child will no longer be admitted to preschool and the

preschool's notice to terminate shall be regarded as formal demand for all outstanding monies.

3.5 No refund will be given for the first 2 weeks of absence due to illness. A refund of fees will be given after 2 weeks of continuous absence due to illness.

3.6 The preschool is closed on bank holidays.

3.7 In the event of an emergency or bad weather resulting in the preschool closing we will inform parents as soon as possible by email and/or phone. Fees will not be refunded in these circumstances.

3.8 In the event of late collection of your child from their normal agreed session time, we reserve the right to charge for each additional 15 minutes at a rate of £15. If the late collection is after 5.30pm then the charge will be £20 for every 15 minutes.

3.9 No refund or swapping of sessions will be given for days where (i) your child has been absent due to illness, holidays or a family day; (ii) We are closed due to a public holiday or (iii) We are closed on any other designated days as required by our policies and procedures, of which we will inform you in advance. If we take the decision to close due to events or circumstances which are outside of our control, We will be under no obligation to provide alternative services for you.

4 Suspension of a Child from Preschool

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

4.2 We do not support the exclusion of a child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of the child and/or other children and adults at the preschool it may be necessary to suspend the provision of childcare to the child whilst we try to address these issues with you and external agencies.

4.3 If your child is suspended part way through a month under the conditions stated in clause 4.2 we shall give you a credit for any fees you have already paid for the remainder of that month. This credit may be offset against any sums still outstanding by you to us. If the suspension period exceeds a month either party may terminate the agreement with immediate effect.

4.4 Any disruption caused by a parent or carer that is deemed inappropriate or not conducive to the preschool environment, or undermines the reputation of the preschool, or its staff, will be cause for termination at the discretion of the preschool owner.

5 Termination of the Agreement

5.1 You have the right to cancel this contract, without liability within 14 days of the date we confirm your registration has been successful. To exercise this right, you must let us know in writing (email or letter) within this time period and during the opening times of the preschool. After this time, your cancellation rights are as below and your registration fee will not be refundable.

5.2 Unless your child is eligible for Government funding, you may end this contract at any time by providing us with at least four weeks written notice. If your child is eligible

to receive Government Funding, you are required to give us at least two months notice.

5.3 We can end this contract at any time by providing you with at least four weeks prior written notice. We can suspend the childcare service, or end this contract immediately if:

5.3.1 you have failed to pay the fees by the due date,

5.3.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable time frame;

5.3.3 you behave unacceptably (in our sole discretion) in our preschool or with any of our colleagues; and/or

5.3.4 your child's behaviour is deemed by Us to be unacceptable or endangers the safety and well being of other children or our colleagues.

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

6 General

6.1 Additional ad-hoc sessions booked will be charged on the day the session takes place. Ad-hoc sessions can be cancelled provided at least 1 weeks written notice is given to the preschool manager. Unused ad-hoc booked sessions will still be charged for.

6.2 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

6.3 We have a duty of care to give all children the same opportunities. To do this, we need to be made fully aware of any SEND and/or medical needs for your child. Failure to inform us of your child's needs could result in us being unable to offer your child a place in the preschool.

6.4 We have a wide range of toys and equipment. Unless we specifically request otherwise, your child should not bring any of their own toys to preschool. If they do bring toys, we accept no responsibility for any loss or damage to the toys.

6.5 Your child is not permitted to bring in any smart device with camera / recording functionality.

6.6 If you have any concerns regarding the service, we provide please discuss these with the Manager or business owner. Customer satisfaction is of paramount importance to us, and any concerns/complaints will be recorded as of our Complaints Policy. If you wish to see the preschool policies please speak to the preschool manager.

6.6 We will always seek your consent where we need to share information about your child with any other professional or agency outside the preschool. We are required by law to override your refusal to give consent only in specific circumstances where a child or adult may be in danger if we do not share that information.

6.7 We accept no responsibility for any loss or damage to any items left by you or your child at preschool. All items are left at your own risk.

6.8 We take our data protection obligations in relation to the processing of personal data very seriously. We do not retain personal data for longer than necessary and only in accordance with our contractual and legal obligations. For more information

on how we use your personal data and your rights in relation to your personal data please see our privacy notice on our website.

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

6.10 We may make changes to these terms and conditions from time to time, and we will notify you writing by email if we make any changes to these terms and conditions. We may unilaterally change any provision of these terms and conditions without notice to you where such changes arise from regulatory or legislative requirements.

6.11 This agreement supersedes any prior arrangements and agreements.

6.12 These terms and conditions, and our contract with you, are governed by English law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

6.13 The preschool is not responsible for any work undertaken by its employees outside of the terms and conditions of their employment by St Thomas More Preschool.