

## Clapham Manor Primary School and Children's Centre

### Nursery Terms & Conditions

These terms and conditions govern the basis on which we agree to provide services to you. In accepting a place at our Nursery provision you are agreeing to follow these terms and conditions. Failure to do so may result in the loss of your child's place. If you need clarification on anything in this document please speak to a member of reception staff.

#### **1. RESPONSIBILITIES FOR CLAPHAM MANOR PRIMARY SCHOOL AND CHILDREN'S CENTRE NURSERY PROVISION**

##### **WE WILL:**

- 1.1.** Inform you as soon as possible whether your application for a Nursery place has been successful. You **must** confirm within one week of receiving notification that you still wish to take up the Nursery place. If you do not, the place may be withdrawn.
- 1.2.** Place your child on our waiting list until a vacancy arises. Please be aware that the waiting list operates according to our admission selection criteria.
- 1.3.** Provide the agreed Setting facilities for your child at the agreed times (subject to any days the Nursery is closed). If we change the opening hours of the Nursery, we will give you as much notice possible.
- 1.4.** Notify you as soon as possible of any days on which the Nursery will be closed.
- 1.5.** Try and accommodate any reasonable requests you may have for additional sessions and/or extended hours at the Nursery.
- 1.6.** Provide you with regular updates as to your child's progress at agreed times.
- 1.7.** Try to accommodate requests for other children in your family to receive a place in accordance with our admission criteria.
- 1.8.** Give priority to parents wishing to transfer between our provisions when places become available.
- 1.9.** Provide access for children of staff that work within the Nursery to flexible childcare options that may at times be outside of the preset patterns in order to meet the needs of the service.

#### **2. RESPONSIBILITIES OF PARENTS/CARERS**

- 2.1.** Complete and return to us all information requested in our Application Pack & New Starter Pack before your child starts at the Nursery and immediately inform us of any changes to the information provided.
- 2.2.** Complete a medication consent form if you require our staff to administer prescribed medicines to your child.
- 2.3.** Immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the Nursery, you must not allow your child to attend Nursery if they are suffering from a contagious disease. If your child has been prescribed antibiotics or is suffering from sickness and/or diarrhoea, he/she is not permitted to attend the Nursery for a 48 hour period after the last episode. Often children may appear well at home but aren't well enough to be in a group setting. The Setting Manager will make the decision as to whether your child is well enough to attend the Nursery and this is done with the best interests of your child and the other children attending. The Setting Manager's decision is final.
- 2.4.** Immediately inform us of any changes to your contact details.

- 2.5. Keep us informed as to the identity of adults who will be collecting your child from the Nursery. If the person is not usually responsible for collecting them, we will require a password and proof of identity. If we are not satisfied that an individual is allowed to collect your child, we will not release your child into their care. No person under the age of 16 years can collect a child from the Nursery under any circumstances.
- 2.6. Inform us if your child is the subject of a court order and provide us with a copy of such order on request.
- 2.7. Immediately inform us if you are unable to collect your child by the official collection time.
- 2.8. Parent /Carers are expected to collect their children promptly at the end of the day which is
  - 2.8.1. **12.00pm and 3.15pm** for Term-Time children in the Clapham Manor Children's Centre site
  - 2.8.2. **5.50pm** for All Year Round children in the Clapham Manor Children's Centre site
- 2.9. Failure to collect your child on time may result in a financial penalty of **£5.00**. An additional charge of **£3.00** may be added for every additional 5 minutes after the end of the official collection time for your session.
- 2.10. If your child has not been collected and we have been unable to contact you or any of your named emergency contacts, after an hour from the time your child was due to be collected, we will have no alternative but to contact the duty social worker and they will take responsibility for your child.
- 2.11. Inform us as far in advance as possible of any dates your child will not be attending the Nursery. Please be aware that when a child is absent from the setting without notification, we will try to make contact with the parent/carer regarding the child's absence. If no contact can be made, then after two weeks continuous absence a notice terminating the place will be sent. Upon termination of the place a bill for outstanding fee arrears if applicable (including those incurred over the absence period) will be sent. If the bill is not settled within the terms therein, the Nursery will have no alternative but to take legal proceedings to recover the debt.
- 2.12. Ensure your child is at the Nursery by their official start time and inform us if your child is going to be late. Lateness affects the running of the Nursery and should you arrive late you will be asked to wait with your child until the registration and circle time session has finished. If you have notified us that your child will be late and you require them to have lunch, you must ensure that you arrive by 11.30am, otherwise they will have to wait until after lunch which will be 1.00pm.
- 2.13. Provide us with at least 2 month's notice of your intention to change the number of hours your child spends at the Nursery or withdraw your child from our Nursery and end this Agreement. If insufficient notice is given, you will be responsible for the full fees for your child for 2 months from the date of any change as if their hours had not decreased. If you are ending the Agreement, notice must be given in writing.

### 3. **Free Early Learning Entitlement for Two, Three and Four Year olds**

- 3.1. Three and four year olds (and two year olds who meet the eligibility criteria) are entitled to funded early education from the start of the term beginning on or following the dates set out as follows:
  - 3.1.1. **Children born in the period 1<sup>st</sup> January to 31<sup>st</sup> March:** the start of term beginning on or following the 1<sup>st</sup> April following a child's third or second birthday, as applicable.
  - 3.1.2. **Children born in the period 1<sup>st</sup> April to 31<sup>st</sup> August:** the start of term beginning on or following 1<sup>st</sup> September following a child's third or second birthday, as applicable.
  - 3.1.3. **Children born in the period 1<sup>st</sup> September to 31<sup>st</sup> December:** the start of term beginning on or following 1<sup>st</sup> January following a child's third or second birthday, as applicable.

### 3.2. **Process for Two year olds**

Eligible two year olds can benefit from a funded early learning place for up to 570 hours per year. Subject to meeting the other eligibility criteria children become eligible the term after their

second birthday, enabling smooth transition to the universal nursery entitlement at three years of age.

- 3.2.1.** A two year old who has met the eligibility criteria will continue to receive a place once they have taken it up even if your child ceases to meet the criteria at a later date.
- 3.2.2.** We will offer places to eligible two-year-olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for three- and four-year-olds.
- 3.2.3.** We will work with you to check the eligibility of the child using the Lambeth eligibility verifier tool. Once we have confirmed eligibility we will ask you to confirm that your child is not already accessing their 15 hours at another setting. You will be asked to sign a parent declaration form for each child (in some instances to verify eligibility further supporting documents may be required.)

### **3.3. Process for Three and Four Year Olds (universal entitlement)**

Three year olds are entitled to funded early education from the term following their third birthday. They are entitled to take up high quality early education regardless of the parents' ability to pay for 570 hours a year over no fewer than 38 weeks of the year. This funded entitlement is until the child reaches compulsory school age (at the beginning of the term following their fifth birthday). This entitlement can be stretched across an all year place.

### **3.4. Process for Three and Four Year Olds of Working Parents (Extended Entitlement)**

A child will be entitled to the additional free hours from the term after both of the following conditions are satisfied: (1) the child has attained the age of three but is under compulsory school age; (2) the child's parent has a current positive determination of eligibility from HMRC.

#### **Checking will be done by the following process:**

- 3.4.1.** Parents are required to go online to the government website Childcare Choices <https://www.childcarechoices.gov.uk/> to register and check their eligibility.
- 3.4.2.** If you are eligible for 30 hours childcare you will be issued with an identification number for the child (DERN). This is your validity code (which is the child's unique 11-digit number). NOTE: If you have more than one child, for example, twins, you will need to have TWO DERN numbers, one for each child.
- 3.4.3.** Once you have received your DERN number please provide it to us along with the full name and national insurance number of the registered parent, and original copies of the required documentation. We will keep paper or digital copies of all documentation for audit purposes. All documentation will be stored securely and deleted when there is no good reason to keep this data.
- 3.4.4.** We will ask you to provide us with a written consent through the parent declaration form to allow us to receive confirmation and future notifications from the Local Authority of the validity of your 30 hours eligibility code.
- 3.4.5.** Once we have received your written consent we will verify the 30 hours eligibility code with the Local Authority. The Local Authority will then confirm the validity of the code/s and we will be able to confirm your extended entitlement offer.
- 3.4.6.** Thereafter, the Local Authority will complete audit checks to review the validity of eligibility codes both at half-term and at the end of term across the year. The Local Authority will notify us where a parent has fallen out of eligibility and inform us of the grace period end date. A child will enter the grace period when the child's parents cease to meet the eligibility criteria. The Grace period is as follows:

Date Parent receives ineligible decision on reconfirmation:	Grace Period begins	Grace Period End date:
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December

### 3.5. Early Years Pupil Premium

The Local Authority will pay providers the Early Years Pupil Premium (EYPP) in respect of their three and four year old children who qualify for eligibility. Children must receive free early education in order to attract EYPP funding. They do not have to take up the full 570 hours of early education they are entitled to in order to get EYPP.

**3.5.1.** Eligibility will be based on the following criteria:

- 3.5.1.1.** The family receives 1 of the following:
- 3.5.1.2.** Income Support
- 3.5.1.3.** Income-based Jobseeker's Allowance
- 3.5.1.4.** Income-related Employment and Support Allowance
- 3.5.1.5.** Support under part VI of the Immigration and Asylum Act 1999
- 3.5.1.6.** The guaranteed element of State Pension Credit
- 3.5.1.7.** Child Tax Credit (provided they're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- 3.5.1.8.** Working Tax Credit run-on, which is paid for 4 weeks after they stop qualifying for Working Tax Credit
- 3.5.1.9.** Universal Credit

## 4. PAYMENT

- 4.1.** Fees are due monthly in advance and we may review these at any time. We will inform you of the revised amount at least 2 months before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 2 month's notice, notice must be given in writing.
- 4.2.** Fees must be paid on a monthly basis, **in advance by the 25<sup>th</sup> of each month for the following month**. Fees are chargeable when a child is absent through sickness; and for holidays taken outside the designated closure times of the Nursery.
- 4.3.** To secure a place for your child you will be required to pay a deposit of £200. Deposits are applicable for all places excluding the 15 hours free entitlement (for eligible 2-4 year olds). This deposit will be deducted from your final account or repaid via cheque after your child's last day. The deposit will be non-returnable upon your cancellation of your child's place. Once your child's start date has been agreed, you will be required to pay by cheque or bank transfer for the allocated provision up until the end of the month. This fee will be based on the applicable rate and will include a nominal fee chargeable for the 3<sup>rd</sup> day of settling in. After this time all payments must be made in advance by direct debit through the PARENTA fee collection system, details of how to do this will be sent to you after the initial payment and deposit have been received. We do accept childcare vouchers, although it is your responsibility to ensure vouchers are credited to our account prior to the 25<sup>th</sup> of each month. In very exceptional circumstances,

we may agree to payment by cheque or cash, but it is your responsibility to obtain a receipt from reception if you require one. (May need to add something about tax free childcare)

- 4.4. 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 charge you for the additional childcare. We will expect this to be paid as soon as possible and in advance of the next month's fees.
- 4.5. If you are studying and are in receipt of student finance, it is still your responsibility to ensure that fees are paid monthly in advance. This means you may need to cover costs personally until finance is received.
- 4.6. If you fail to make a payment in full by the due date we regret that we shall have no option but to enter into our 4 stage Debt recovery procedure.
  - 4.6.1. **Stage 1:** We will write to you to inform you of your unpaid fees, requesting payment within 5 working days from the date of the letter. This will incur an administration fee of £25.00.
  - 4.6.2. **Stage 2:** If we haven't received payment after 5 working days we will write to you notifying you that your child's place is now suspended; this will incur an additional administration fee of £25. Your child's place will only be re-instated upon receipt of all outstanding fees (inclusive of any administration fees) and only if payment is made within 3 working days from the date of the letter.
  - 4.6.3. **Stage 3:** If we do not receive full payment inclusive of administration fees within 3 working days we will instigate legal proceedings through our solicitor, which will add further costs to your bill.
  - 4.6.4. **Stage 4:** If fees still remain unpaid we will have no alternative but to instruct our solicitors to recover the debt through their Debt Recovery Service. This stage may involve additional costs relating to recovering the debt and subsequent court fees.
- 4.7 We operate a policy of '**no pay, no stay**'. This policy is aimed at avoiding parents amassing fee debts. If you are experiencing temporary difficulty with paying fees, it may be possible for the management to enter into a fee agreement with you. The circumstances will need to be exceptional and there will need to be clear evidence that the arrears can be met in the near future. Any requests for a fee agreement will be referred to the governing body for approval. Parents will be expected to keep to the terms of the agreement. Any failure to meet the agreement will result in the termination of the place in our setting. Debts will result in the Nursery taking legal proceedings to recover the debt.
- 4.8 No refund will be given for periods where your child's place is unfilled due to illness or holidays.
- 4.9 Once your child is 3 years old they are entitled to 15 hours of free early learning per week funded by the government for 38 weeks per year (term time). This equates to 12 hours a week for an all-year-round place. This will take effect the term after your child's 3<sup>rd</sup> birthday. You will be notified in advance of the reduced fee, it will be your responsibility to amend your monthly payment to the Nursery.
- 4.10 Information about extended childcare

## 5. MEALS

- 5.1. All snacks, breakfast, lunch and tea costs are included in the price of the set monthly fee.

- 5.2.** In instances where children are eligible for free school meals; there will be no cost to families for lunches. Eligibility will need to be confirmed prior to your child starting Nursery. Any changes in circumstances need to be reported to the nursery administrator at the earliest opportunity. Application for free school meals must be made to the Local Authority. You will be responsible for the cost of lunches until confirmation of eligibility is received. Any changes in eligibility must be reported to reception immediately to avoid the build up of debt.
- 5.3.** Children who have been accepted under the Two Year Early Learning Offer, may have been accepted due to the family being eligible for free school meals. In our settings this place is usually a half day morning or afternoon place, and does not cover the lunch period. When a family accepts a place over the lunch period they must check with reception to confirm if a free meal is available for that child. Where it is not you may pay for a meal or provide a packed lunch.

## **6. SUSPENSION**

- 6.1.** We may suspend the provision of nursery education for your child, at any time if:
- 6.1.1.** You have failed to pay fees.
  - 6.1.2.** Your child's behaviour at the Nursery is deemed by us to be unacceptable or endangers the safety and well being of the other children at the Nursery.
  - 6.1.3.** You have failed to provide us with proof of eligibility for your child's free early learning entitlement.

The suspension shall continue whilst we try to resolve the problem with you. If the period of suspension exceeds 1 month, either of us may terminate this by written notice.

## **7. TERMINATION**

- 7.1.** You may end this Agreement at any time, giving us at least 2 month's notice, notification must be in writing.
- 7.2.** We may immediately end this Agreement if:
- 7.2.1.** You have failed to pay your fees.
  - 7.2.2.** 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 of our request.
  - 7.2.3.** You behaved unacceptably, as we will not tolerate any physical or verbal abuse on the Nursery site.
  - 7.2.4.** You have failed to provide us with proof of eligibility for your child's free early learning entitlement.
- 7.3.** We take the decision to close the Nursery. We will give you as much notice as possible of such a decision.
- 7.4.** You may immediately end this Agreement if:
- 7.4.1.** 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 draw it to our attention.

## **8. GENERAL**

- 8.1.** 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.
- 8.2.** We have an obligation to support children with special educational needs and disabilities (SEND) as per the Special Educational Needs and Disability Code of Practice (2014) and the Equality Act (2010). To comply with this we are required to prepare a SEND information report which outlines how we plan to ensure the best outcomes and support for children with SEND in our settings. We will also ensure that we identify disadvantaged children in our setting as part of the process for checking Early Years Pupil Premium Eligibility (EYPP). We will use any funding received through EYPP and other locally available funding streams or support to improve outcomes for this group. Other funding streams include: Disability Access Fund and Local Authority SEN Inclusion Fund.
- 8.3.** The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early year's provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years' providers must meet to ensure that children learn and develop well and are kept healthy and safe. Ofsted are the sole arbiter of quality for all free entitlements and Ofsted have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.
- 8.4.** All of our settings are required to actively promote fundamental British values and as well as promote views and theories as fact which are contrary to established scientific or historical evidence and explanations.
- 8.5.** If the Nursery has to close or we take the decision to close due to events or circumstances that are outside our control, we will not provide alternative provision for you. If the closure exceeds 3 days in duration (excluding any days when the Nursery would otherwise be closed), we will credit you with an amount that represents the number of days the Nursery is closed in excess of 3 days.
- 8.6.** If you have any concerns regarding the services we provide, please discuss these with your child's key worker. If these concerns have not been resolved to your satisfaction, please contact the Setting Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to Clapham Manor Primary School and Children's Centre's governing body.
- 8.7.** We have a wide range of toys and equipment in our Nursery. Unless we request otherwise, your child should not bring any of their own toys to Nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to these toys.
- 8.8.** From time to time we may have photographs taken of the children who attend our Nursery. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should write to the Setting Manager.
- 8.9.** As the number of children with nut allergies is increasing, with the support of parents, we aim to keep the Nursery a NUT FREE environment. Parents are requested not to send food or empty food packaging into the Nursery that may contain or have contained nuts. Parents are also requested not to use creams, sun creams, oils etc on their child, that may contain nut or nut traces e.g. Arachis, as this may have severe consequences to another child or member of staff.

In accepting a Nursery place for my child at Clapham Manor Children's Centre, I confirm that I have read/understood and agree to abide by the Terms and Conditions contained within this Agreement

Parent/Carer Signature	_____
Parent/Carer Name (Printed)	_____
Date:	_____
Nursery Manager Signature	_____
Nursery Manager Name	Clemency Coulibaly
Date:	_____

**Parent/Carer Permission**

It is required that you give prior parental consent to ensure the following procedures can take place- please delete and sign as necessary:

- **I do/do not give permission** for the Officer in Charge to take responsibility for my child in the event of them being taken to hospital and requiring emergency treatment.
- **I do/do not give permission** during the summer months to reapply sunscreen and I will ensure that my child has their own supply of sun screen (clearly labelled with their name)

Full Name of Child \_\_\_\_\_

Parent/Carer Signature \_\_\_\_\_

Parent/Carer Name (Printed) \_\_\_\_\_

Date: \_\_\_\_\_