

Gaddesby School Community Terms and Conditions

The document and the terms and conditions within it govern the basis on which Gaddesby School Community (referred to here as G.S.C.) agree to provide childcare services (provision) 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 G.S.C. We will ask for a copy of your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of G.S.C.s registration process.

Gaddesby School Community Ltd.

Registered in England & Wales 03084259

c/o Gaddesby Primary School

Ashby Road

Gaddesby

Leicestershire

LE7 4WF

Telephone: 01664 840970 / 07876055823

Email: preschool@gaddesbyschoolcommunity.org.uk / finance@gaddesbyschoolcommunity.org.uk

Ofsted URN: OUT OF HOURS CLUBS -226334 PRESCHOOL 226349

Our Insurance documents are available on request.

Places are available during school term

Preschool funded children can apply to use extended hours during a holiday club

G.S.C. provide childcare on selected dates in school holidays. (dates available on our website)

Invoice will be emailed monthly in advance for out of school provision

Preschool invoice will be emailed termly in advance

Payment schedule, further advice and payment details are on the invoice

Terms and conditions

1. G.S.C. obligation to you

1. We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week 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 If you do not, then the offer of a place may be withdrawn.
2. We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when closed). If we change the hours of childcare, we will give you as much notice as possible.
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.
4. We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
5. We will notify you as soon as possible of any days of unforeseen closure.
6. 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.
7. 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.
8. We will comply with the requirements of the Early Years Foundation Stage (EYFS) and our Ofsted registration regarding the childcare services we provide for your child.
9. 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.
10. We will maintain appropriate insurance to cover our childcare activities.
11. 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. Your obligation to G.S.C.

1. You will need to complete and return our Membership; Registration and GDPR Forms before your child can start with G.S.C.
2. You must notify G.S.C. 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.
3. The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.

4. You will read and abide by our policies and procedures.
5. 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.
6. 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.
7. 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 prior knowledge and proof of identity. If we are not reasonably satisfied that the person collecting your child is who we are expecting, we will not release your child into their care until we have checked with you.
8. You must inform G.S.C. 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.
9. You will inform G.S.C. on our given contact numbers if your child - **for any reason** -will not be in attendance in any of our clubs.
10. 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 use of our provision). 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 use of our provision, notice must be given by completing our *Notification of Leaving Date* form which is available on request.
11. 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. Payment of fees

1. G.S.C. Preschool fees are invoiced to you termly in advance and Out of School fees are invoiced monthly in advance. G.S.C. may review these fees at any time but shall 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 your use of the provision by giving G.S.C. one month's notice, by completing the *Notification of Leaving Date* form which is available on our website and on request.
2. All payments made for the use of our provision should be by via Internet Banking, Childcare Vouchers or through Tax Free Childcare. All payment, regardless of method, shall be made by you by the Due Date noted on our invoices. If payment is made by any other method, it is your responsibility to obtain a receipt as proof of payment. Late payments will incur a late payment fee, as defined in the *Pricing Structure* and on the invoice, calculated monthly.

3. If the payment of fees referred to in 3.2 is outstanding for more than 30 days, then G.S.C. may terminate your use of our provision by giving you 30 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.
4. If you have requested additional sessions or have been unable to collect your child by the official collection time and G.S.C. have as a result provided you with additional childcare facilities, G.S.C. will raise the applicable charges under a separate invoice for payment.
5. No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. G.S.C. are closed on bank holidays and during School Holidays. However, G.S.C. usually run a Holiday Club during School Holidays, subject to demand. Holiday Club dates are listed on our website for the current academic year. G.S.C. accept no liability for other costs which you incur if G.S.C. are unable to provide childcare for any reason.
6. In the event of late collection of your child, G.S.C. reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis.

4. Suspension of a child

1. GSC may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.
2. If the period of suspension for non-payment of fees exceeds one month, either of us may terminate your use of our provision by giving written notice, which will take effect on receipt of the notice.
3. G.S.C. 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.
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. Termination of the Use of Our Provision

1. You may end your use of our provision at any time, giving us at least one month's notice by completing the '*Notification of Leaving Date*' form.
2. We may immediately end your use of our provision if:
3. You have failed to pay your fees;
4. You have breached any of your obligations under these Terms and Conditions and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;
5. You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards G.S.C. staff.

6. We take the decision to close. We will give you as much notice as possible in the event of such a decision.
7. It may become apparent that the support we 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 your use of our provision.
8. You may end your use of our provision if we have breached any of our obligations under these Terms and Conditions and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

6. General

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 charged Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. However, in this event we will credit you for the provision that you would have used, had we been open. This does not include the use of any funded hours.
2. If you have any concerns regarding the services we provide, please discuss them with staff. If these concerns are not resolved to your satisfaction, please contact our manager. Customer satisfaction is paramount, and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
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. 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 *Registration Form*.
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, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.
5. Whilst food and drink are 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. Every effort is made to follow recommended food preparation guidance and to ensure that all staff are suitably trained in food hygiene.

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*. G.S.C. 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.

7. These Terms and Conditions

1. G.S.C. reserve the right to vary these Terms and Conditions.
2. These Terms and Conditions contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral regarding these Terms and Conditions except to the extent that we vary terms from time to time.
3. Acceptance of a place will be deemed as acceptance by you of these Terms and Conditions.