



Registered Charity 1030979

## RUB-A-DUB PRE-SCHOOL CHILDCARE TERMS AND CONDITIONS

This document and the terms and conditions within it govern the basis on which Rub-A-Dub Pre-school (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:**

Rub-A-Dub Pre-school

Registered charity 1030979

Registered address: Lansdowne Village Hall, Petty Lane, Derry Hill, Calne, Wiltshire SN11 9QY

Telephone 07894 073865

Email [rubadubpreschoolenquiries@gmail.com](mailto:rubadubpreschoolenquiries@gmail.com)

Ofsted URN 199453

Insured by Royal Sun Alliance Insurance Ltd

Insurance policy number RTT209838

Rub-A-Dub Pre-school is a non-profit making charity with many overheads, for example, staff wages, rent and insurance. Our revenue is mainly generated by funding grants and fees. The pre-school operates on a very tight budget and re-invests any profit back into the pre-school.

Each child's attendance at pre-school is conditional upon continued receipt of any necessary fees or funding.

You are required to read and accept the pre-school's terms and conditions and return a signed copy to the pre-school management.

### **1.0 Our obligation to you**

The pre-school is open on a term time basis. The pre-school largely follows the school terms and holidays as set by Wiltshire Council. Days open, opening times and details of our 'specialist' sessions can be found on our website, as is our calendar. We expect parents to familiarise themselves with our term dates.

1.1 We will provide agreed childcare facilities for your child during the official opening hours. If we change the opening hours, we will give parents as much notice as possible, and if necessary, we will work with you to agree a change to your child's attendance.

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

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, when they reach the eligible age. However, we cannot guarantee that a place will be available.

### **2.0 Your obligation to us**

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 Our registration form includes 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 or if your child has been diagnosed by a medical practitioner with a notifiable disease. We need to protect other children at the setting so you cannot bring in or allow your child to attend at these times. When your child is contagious, they pose a risk to other children during normal daily activities.

2.4 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 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.

2.5 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. 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.

2.6 You are required to provide us as far as possible of any dates when your child will not be attending.

2.7 You are required to provide to the relevant 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. If you give insufficient notice, you will still be required to pay the full fees for the duration of the required notice period, even if your child does not attend.

2.8 If your child is a subject of a court order, you are required to inform us and provide a copy of the order on request.

2.9 You should read our policies and procedures provided for parents – available for you at the setting.

### **3.0 Funding and Fees**

#### **3.1 Three- and four-year-old funding – Universal funding**

All three- and four-year-olds are entitled to a maximum of 15 hours of early year's education funded by the council, per week for 38 weeks per year. A child is eligible for the funding the FULL term after their third birthday (January, April, and September).

#### **3.2 Two-year-old funding**

If you are eligible for funded hours for your 2-year-old child, you will need to apply directly to Wiltshire Council. A funded 2-year-old is entitled to a maximum of 15 hours of free early year's education. A child is eligible for the funding the FULL term after their second birthday (January, April, and September).

We will require your funded 2-year code once it has been approved by Wiltshire Council. If you do not provide a valid code, we will be unable to claim the funding from the council and you will become liable for the payment for all of the hours your child attends.

#### **3.3 Additional 15 hours of childcare (30 hours of childcare)**

You may be eligible for an additional 15 hours of funded childcare. If you want to use those additional hours with us, you will need to complete and sign the 'Consent to validate 30-hour eligibility code' form issued by Wiltshire Council and understand that the form will be kept by the pre-school alongside the Parent Declaration Forms.

You will be responsible to ensure that you reconfirm your details as required by HMRC in order for the pre-school to be able to claim for the additional hours via Wiltshire Council.

If you are no longer eligible for the additional childcare or fail to reconfirm your details as required by HMRC you will become liable to pay for the childcare at the pre-schools standard rate.

The pre-school requires you to adhere to the same notice period as for the universal funding as detailed in section 5.2.

#### **3.4 Funding requirements**

2-, 3- and 4-year-old funding may be split across two settings and when this occurs parents/carers are expected to inform the pre-school management.

The funding criteria, dates and calculations are set by Wiltshire Council. Generally speaking, the council split the funding across 3 funding periods: April to August, September to December and January to March (in line with the standard financial year).

Should there be a shortfall in the number of funded hours during the course of the pre-school's academic year (September to July) the pre-school management will inform parents/carers and offer a choice of either paying fees for those hours not being met by the funding, or a reduction in hours in the term effected. The pre-school management will endeavour to identify any such shortfall in funding and provide parents with 6 weeks' notice where it is possible to do so.

In order for the pre-school to receive funding provided via Wiltshire Council, you are required to co-operate in filling in whatever claim forms Wiltshire Council require within the time frames as set out by the Council and notified to you by the pre-school. Non-co-operation in completing such forms may result in the pre-school charging you the standard hourly fee rate for the hours your child is attending.

### **3.5 Forest Rangers fee**

There is an additional fee to be paid if you sign up your child to attend Forest Rangers. This fee is not 'pay as you go' and will be invoiced on a termly basis. The current fee can be found on our website.

The Forest Ranger fee is due even if your child is absent, or you inform the staff that you do not wish your child to go to the forest site that week and request that your child remains at the hall. However, we cannot guarantee that we will be able to provide alternative childcare at the hall for your child as there may not be an available place for them within the staff to child ratio.

If we are unable to provide a Forest Rangers session due to staff shortage, we will credit you with the Forest Rangers fee for that week.

If your child is in receipt of the Early Years Pupil Premium, the additional fee for Forest Rangers will be waived. We will also not apply this charge if your child has been in receipt of the 2-year-old funding and the pre-school has been in receipt of this funding.

### **3.6 Fee Rates**

Fees are set by the pre-school at an hourly rate depending on the child's age. The current rates are available on the pre-school website ([www.rubadubpreschool.com](http://www.rubadubpreschool.com)) and are also available upon request from the pre-school management.

There are 2 bands of fees: children aged between 2 and 3 years and over 3s. The difference in rates reflects the need for extra staff to child ratio for children under 3 years old.

The relevant rate applied will depend on the age of the child at the start of each half term. Should a child become 3 during a half term, their rate will not change until the start of the following half term.

The committee review the fees annually and any increase will be applied after the Easter holiday. However, the committee reserve the right to increase the fees at any time during the year. You will receive written notification of any change at least 6 weeks before any such increase.

### **3.7 Sibling Discount**

If there are at least two siblings at the pre-school a 10% discount will apply to the second (and subsequent) sibling's standard fees, providing you are paying fees for all children.

Examples: Oldest child attends for 18 hours per week, of which 15 hours are funded and you pay for 3. Second child attends for 12 hours per week, all of which are paid for by you, you will receive 10% discount on those 12 hours. If the oldest child was only attending for 15 hours, fully funded, the discount for the second child would not apply.

Oldest child attends for 15 hours per week, fully funded. You also have a set of twins, each attending 12 hours per week, all of which are paid for by you. You will receive 10% discount for one of the twins.

### **4.0 Methods of payment**

The pre-school will issue an invoice during the first three weeks at the start of each term. The invoice will provide details of:

- Session days and number of hours each day
- Number of hours to be paid by the parent/carer
- Number of hours being funded by any grant
- Total payment due
- Date the fees are due to be paid by

When making any payment, the remittance slip at the bottom of the invoice must be completed and returned to the pre-school (in the Fees Box in the foyer).

The pre-school accepts the following methods of payment:

- Electronic transfers
- Cheque – made payable to Rub-A-Dub Pre-school
- Childcare vouchers

- Governments Tax free scheme

You need to be aware that payments by cheque may take up to four weeks to process.

If the childcare voucher scheme does not allow for timely payment of the fees this must be communicated in writing to the Committee Treasurer with an approximation of when the fees will be paid.

In exceptional circumstances cash may be accepted. If you wish to pay by cash you must:

- Place cash in an unsealed envelope along with the remittance slip
- Ask a member of staff to check the cash amount and to confirm on the remittance slip the amount received
- Place the sealed envelope in the Fee Payments Box

## 5.0 Notice Periods

Notice periods are very important for the running of the pre-school, for financial stability, ensuring fairness of allocation of places and for planning the correct level of staff to child ratios.

In order to provide financial stability and stability for our staff, you are required to give at least a half terms\* notice of any changes to the agreed sessions, including leaving the pre-school. Any request **must** be made in writing to the pre-school management within the first week of the half term prior to the leaving date of the pre-school.

### 5.1 Leaving the pre-school

If you decide to remove your child/children from the pre-school we require half terms notice in writing. If the required notice is not provided you will be liable for all fees that would normally have to be paid during the notice period.

### 5.2 Notice period for privately funded sessions being changed including Forest Rangers

You are required to give at least a half terms\* notice of any changes to the agreed sessions, including leaving the pre-school or if you no longer wish your child to attend the Forest Rangers session. Any request **must** be made in writing to the pre-school management within the first week of the half term.

The management will confirm in writing the change. Until such confirmation is received, parents must not assume the change has been agreed.

If you do not provide the relevant notice, you will be liable for all fees for that period in the case where sessions are reduced or cancelled even if your child does not attend.

If less than a half term's notice is provided, agreement to any change is at the discretion of the pre-school management.

### 5.3 Notice period for free entitlement funding for 2-, 3- and 4-year-olds including the additional 15 hours of childcare

If the sessions are being paid for by using the free entitlement funding (universal and additional 15 hours) provided via Wiltshire Council the notice period for any changes is one half term, as described in 4.1. Any change of notice must be given in writing within the first week of the half term.

Any change to the funded hours can only take effect as from the start of the next funded period as defined by Wiltshire Council. This is due to the regulations set by Wiltshire Council regarding how the funding may be claimed.

The three funded periods are as follows:

- Autumn – 1<sup>st</sup> September to 31<sup>st</sup> December (Terms 1 & 2)
- Spring – 1<sup>st</sup> January to 31<sup>st</sup> March (Terms 3 & 4)
- Summer – 1<sup>st</sup> April to the start of the summer holiday (Terms 5 & 6)

We recommend that you speak with a member of staff if you are looking at changing sessions that are being funded by this entitlement.

The management will confirm in writing the change. Until such confirmation is received, you must not assume the change has been agreed.

\* The academic year is split into 6 half terms (3 full terms). Term 1 runs from September to October, Term 2 from November to December, Term 3 January to February, Term 4 February to Easter, Term 5 Easter to May, Term 6 from June to July.

The table below details when you need to provide notice by:

<b>Change with effect from the start of:</b>	<b>Send request by:</b>
Term 1 – September	First week of Term 6 - June
Term 2 – October/November	First week of Term 1 – September
Term 3 – January	First week of Term 2 – October/November
Term 4 - February	First week of Term 3 - January
Term 5 - March/April	First week of Term 4 - February
Term 6 - June	First week of Term 5 – March/April

Please note that the start dates of each term may vary depending on how the holidays fall. The months in the table above are indicative of when the term starts.

#### **5.4 Ad hoc sessions**

It may be possible to add extra sessions on an ad hoc basis, though this cannot be guaranteed due to staffing requirements or because sessions are at the maximum number of children.

The pre-school must be contacted at the earliest opportunity if this is desired for any particular session. These sessions will be charged at the appropriate full rate (with no grant funding applicable) and payment of these fees will be required on the day the ad hoc session occurs.

#### **6.0 Late collection of children**

It is important to the running of the pre-school that children are collected promptly. Late collection has an impact on staff to child ratios, and at the end of the day we are required to vacate the premises no later than 6pm.

Due to the financial impact late collections have on the pre-school, unless previously agreed we reserve the right to charge a late collection fee of £15 per child if the child has not been collected by 10 minutes past the session end time. The fee will be doubled if the child is not collected by 30 minutes past the official session end time.

#### **7.0 Closures**

When the pre-school is forced to close due to circumstances beyond the management control, such as extreme weather, session fees will continue to be payable in full to cover the pre-school's normal operating costs. 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 presents the number of sessions closed in excess of three days.

Where the pre-school has been given prior notice by Lansdowne Hall of closure, we will notify you as soon as possible. Fees will not be charged for those sessions effected.

For both types of closure, the pre-school is not required to offer alternative sessions for the funded sessions. Any offer of alternative sessions will be at the discretion of the pre-school management.

#### **8.0 Absences**

Fees continue to be payable if a child is absent for any reason, including sickness or holidays as our overheads remain the same. In cases of prolonged absence (over four weeks) parents should contact the pre-school management to discuss fee payments.

#### **9.0 Statement of intent**

To ensure the viability of the pre-school in respect of monetary issues all fees must be paid on time or an agreement in place by the end of each term. It is our intention to be sympathetic to the needs of your child/ren when families encounter financial difficulties whilst collecting outstanding amounts when they fall due.

#### **9.1 Difficulty with Fee Payment:**

If a parent/carer has any problems regarding payment of fees they must immediately contact the pre-school manager or Committee Treasurer before fees mount up.

In the event of a personal crisis and in exceptional circumstances the pre-school may consider the option of instalments or alternative funding. This will only be approved after consultation between you and either the Treasurer or Chair of the Committee.

Unpaid fees have a detrimental effect on the pre-school and must be resolved.

## **9.2 Non- payments of Fees:**

We aim to ensure financial stability of the pre-school by having a fair and consistent process for pursuing non-payment of fees.

In order to achieve this, aim the pre-school will:

- Issue invoices to parents/carers within the first two weeks of the start of each term.
- If an adjustment is required the pre-school will endeavour to issue an invoice within two weeks of the adjustment date.

If payments are not made or if payment is not honoured (e.g., bounced cheque, unresolved Funded claim, late childcare vouchers) the pre-school will adhere to the following staged procedure:

- 1) Issue an 'Overdue Account' letter asking for payment in full (plus any bank charges if applicable) within 7 working days. If payment is received within these 7 days and subsequently clears, no further action will be taken.
- 2) If payment is not received a second 'Warning' letter will be issued asking for payment in full within a further 7 working days, plus an administration fee of £10. If payment is received within these 7 days and subsequently clears, no further action will be taken.
- 3) If after the 7 days (as detailed in point 2) full payment has not been received a 'Final Warning' letter will be issued plus another administration fee of £10 will be charged. The letter will confirm that at this stage the associated child/ren will be unable to use our services until payment has been made in full. If payment is received within these 7 days and subsequently clears, no further action will be taken.
- 4) If payment is not received after 7 days (as detailed in point 3) the pre-school will immediately begin proceedings in the County Court for which we charge an administration fee of £50 plus all court costs. If the pre-school is required to attend at County Court, costs will be applied at a rate of £25 per hour.

Where there are repeat issues with non-payment of fees for a particular child the pre-school reserves the right to prevent access to the per-school services permanently though any unpaid fees will still be pursued as per the policy above.

## **10.0 Suspension of a child**

10.1 We may suspend childcare to your child at any time if you fail to pay any fees due.

10.2 If the period of suspension for non-payment of fees exceeds one half term, either if us may terminate this Agreement by giving written notice. This takes effect on receipt of the notice.

10.3 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. 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 trustees.

10.4 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.

10.5 If your child is suspended part way through the term, under the conditions stated in 10.3 we will give you credit for any fees you have already paid for the remaining part of that term. This sum may be offset against any sums payable by you to us.

## **11.0 Termination of the Agreement**

11.1 You may end this agreement at any time, by giving the appropriate notice as stated in 5.0

11.2 We may immediately end this Agreement if:

11.2.1 You fail to pay your fees

11.2.2 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.

11.2.3 You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards staff, trustees or any other parents.

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

11.3 It may become apparent that the support we can offer your child is not sufficient you meet his or her needs. Under these circumstances we 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.

11.4 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right the breach in a reasonable period after you draw it to our attention.

## 12.0 General

12.1 If you have any concerns about the childcare we provide, please discuss them with your child's key person. If your concerns are resolved to your satisfaction, please contact the setting manager. Your satisfaction with our service is very important to us and any concerns or complaints will be reported to the appropriate line manager for review.

12.2 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 specified circumstances override a refusal to give consent.

12.3 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.

12.4 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.

12.5 We reserve the right to vary the terms and conditions in this Agreement giving at least one month's notice.

12.6 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.

12.7 Acceptance of a place will be deemed as acceptance of these terms and conditions.

## 10.0 Adoption of Policy

This version of this Agreement was adopted at a committee meeting of Rub-A-Dub Pre-school Derry Hill committee held on 8<sup>th</sup> November 2022. Any updates to this policy will require further approval and the date of the Agreement will be adjusted appropriately.

## 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 acceptance of a childcare place with us for your child.

For parent(s)/guardian(s) under the age of 18, a guarantor over 18, must also sign the contract on your behalf. The contract would therefore be between Rub-A-Dub pre-school, you and the guarantor.

Parent name 1

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Signed

Date

.....

Parent name 2

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Signed

Date

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**Guarantor details (when applicable)**

Guarantor name

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Signed

Date

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Relationship to the child

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Home address

.....

.....

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Daytime/work telephone number

Mobile

.....

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Email

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**Signed on behalf of Rub-A-Dub Pre-school**

Name

.....

Signed

Date

.....

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Role

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