Over the Rainbow Playschool
Holbrook Community Centre
Holbrook School Lane
Horsham
West Sussex
RH12 5PP

Over the Rainbow Playschool Terms and Conditions

The document and the terms and conditions within it govern the basis on which Over the Rainbow Playschool (referred to here as 'OTR') 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 a child for a childcare place with OTR. OTR 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 OTR's registration process.

Terms and conditions

1.0 OTR's obligation to you

1.1 OTR will endeavour to fulfil your child's 15 hours Universal Funded Government Entitlement, but this may only be possible by your child doing a combination of morning and afternoon sessions.

1.2 OTR will offer the Extended Funded Government Entitlement and is offered as per OTR's Pattern of Delivery.

1.3 OTR will provide the agreed childcare facilities for your child at the agreed times (subject to any days when OTR are closed). If OTR change the opening hours, OTR will give you as much notice of this as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.

1.4 OTR 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.

1.5 OTR will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. This may have to be a combination of morning and afternoon sessions.

1.6 OTR will notify you as soon as possible of any days the setting will be closed.

1.7 OTR will treat your child with the utmost respect and dignity. OTR will never use or threaten any type of punishment that could adversely affect a child's wellbeing.

1.8 OTR will provide you with regular verbal updates as to your child's progress and will agree times to discuss with you the progress of your child or any other aspects of the setting's childcare services as and when required.

1.9 OTR will comply with the requirements of the Early Years Foundation Stage and Ofsted registration in regard to the childcare services OTR provide for your child.

1.10 OTR will provide you with details of our policies and procedures, which outline how OTR satisfy the requirements of the EYFS in everyday practice.

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

1.12 OTR will try to make a place available to any of your other children. However, OTR cannot guarantee that a place will be available.

1.13 OTR will ensure that the premises and staff comply with all relevant legal requirements.

2.0 **Your obligation to OTR**

2.1 You must notify OTR immediately of any changes to the information you have provided and keep OTR informed of any other necessary information that may affect the childcare that OTR provide for your child.

2.2 You will read and abide by OTR's policies and procedures which are available on the website.

2.3 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 OTR at mutually agreed times.

2.4 You must immediately inform OTR 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. **Your child MUST NOT return to OTR for 48 hours following cases of sickness and diarrhoea.**

2.5 You must keep OTR 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 OTR will require a password. If OTR are not reasonably satisfied that the person collecting your child is who was expected, OTR will not release your child into their care until the setting has checked with you.

2.6 You must inform OTR 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.

2.7 You will inform OTR as far in advance as possible of any dates on which your child will not be attending, for example holidays.

2.8 You will provide OTR with at least 6 weeks' 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 6 weeks from the date of notice. If you are ending this Agreement, notice must be given in writing.

2.9 You must inform OTR if your child is the subject of a court order and provide OTR with a copy of such order on request.

3.0 Payment of fees

3.1 OTR fees are based on an hourly fee. OTR may review these fees annually 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 this Agreement by giving OTR one months' notice in writing.

3.2 Fees must be paid on a monthly basis, by the date shown on the invoice. Fees may be paid weekly, by special arrangement.

3.3 All payments made under the Agreement should be by BACS or by cash or cheque. We accept company voucher scheme payments. All payment, regardless of method, shall be made by you monthly by the first Friday of the new month. If fees are not paid by the stated date, the invoice is resent the next day. If payment not received by the Monday, 10% of outstanding fee is added to the invoice.

3.4 If you have requested additional sessions or have been unable to collect your child by the official collection time and OTR have as a result provided you with additional childcare facilities, OTR will raise the applicable charges on your next invoice for payment.

3.5 No refund will be given for periods where the place is unfulfilled due to illness or holidays on your part. OTR are closed on bank holidays. No refund is given for this closure as this has already been taken into account when calculating your child's fees. OTR accept no liability for other costs which you incur if the setting are unable to provide childcare for any reason.

3.6 If OTR are unable to provide childcare due to unforeseen circumstances, (extreme weather etc.,) OTR may offer another session for your child if there is availability.

3.7 In the event of late collection of your child, OTR reserve the right to charge for each additional 15 minutes, or part thereof.

4.0 Suspension of a child

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

4.2 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.

4.3 OTR do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by OTR 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 the setting try to address these issues with you and external agencies as appropriate.

4.4 During any period of suspension for behaviour-related issues OTR will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.

4.5 If your child is suspended part way through the month, under the conditions stated in clause 4.3 OTR shall give you a credit for any fees you have already paid for the remaining part of that month. This sum may be offset against any sums payable by you to OTR.

5.0 Termination of the Agreement

5.1 You may end this Agreement at any time, giving OTR at least 6 weeks' notice in writing.

5.2 OTR may immediately end this Agreement if:

5.2.1 You have failed to pay your fees;

5.2.2 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 OTR have drawn it to your attention;

5.2.3 You behave unacceptably, as OTR do not tolerate any physical or verbal abuse or threats towards staff or other parents and children;

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

5.3 It may become apparent that the support OTR is able to offer your child is not sufficient to meet his/her needs. In these circumstances OTR will work with you, the local authority and other welfare agencies as per the settings procedures to identify appropriate support, at which point OTR may end this Agreement.

5.4 You may end this Agreement if OTR have breached any of OTR's obligations under this Agreement and OTR have not or cannot put right that breach within a reasonable period after you have drawn it to OTR's attention.

6.0 General

6.1 If OTR have to close due to events or circumstances beyond OTR's control (e.g. extreme weather conditions) the Hourly Fee will continue to be payable in full. Alternative sessions will be offered to your child as long as spaces are available to make up for any missed days.

6.2 If you have any concerns regarding the services OTR provide, please discuss them with your child's key person. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with OTR's Making a Complaint Policy.

6.3 From time to time OTR will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of the setting's curriculum and for children's individual development records. The photographs are used for display and for your child's records within the setting. If OTR wishes to use any image of your child for training, publicity or marketing purposes, OTR would always seek your written consent for each image the setting intend to use.

6.4 OTR 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 the setting, or to ask you to collect your child if they become unwell whilst in OTR's care, in line with our Health and Hygiene Policy.

6.5 Whilst food and drink is provided on the premises, OTR 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 involved in the preparation and serving of food are suitably trained.

6.6 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 the setting's Confidentiality Policy. OTR will always seek your consent where the setting needs to share information about your child with any other professional or agency. OTR is 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 OTR do not share that information.

7.0 This Agreement

7.1 OTR reserve the right to vary the terms and conditions contained in this Agreement

7.2 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 OTR vary terms from time to time.

Acceptance of OTR's offer of a childcare place

Please sign the declaration over the page to indicate that you have read and understood the above terms and conditions and to confirm your acceptance of these.

For parent(s)/guardian(s) under the age of 18, a guarantor aged over 18, must also sign the contract on your behalf. The contract would therefore be between OTR, you and the guarantor.

A copy of these Terms and Conditions can be found on OTR's website. If you wish to view this completed and signed contract at any time, please ask.