



Ormiston Cliff Park
PRIMARY ACADEMY

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Principal: Mrs L Watkins BEd (Hons)

 **Anchored in excellence**

Nursery Childcare Contract

This contract is made between:

1. Ormiston Cliff Park Nursery

2. Account holders name:

Address:

Being the parent / carer of (name of child):

Your child has been accepted for a Nursery place at Ormiston Cliff Park Nursery on the terms and conditions set out in this contract for the following sessions:

Opening hours:

Monday to Friday, term time only - 8.30am to 3.00pm.

For every session booked, children are expected to arrive on time and be collected promptly unless an alternative arrangement is agreed. Sessions will be charged in full and early education claimed where families decide to arrive later or leave early.

Regulations:

The Academy will comply with all the applicable statutory requirements.

Policies and Procedures:

Families are expected to abide by and adhere to Academy Policies and Procedures. Copies are available via the Academy website.

The service:

The nursery will look after and provide appropriate care and attention for your child during the sessions indicated above. The nursery will provide an appropriate curriculum in accordance with your child's interests and needs.

Admissions Policy:

The Nursery has an admissions policy, which is available to view on the website, alternatively, the policy is available upon request.

Planned closure:

The nursery is open Monday to Friday, during term time only and is closed for:

- All bank holidays.
- Up to 8 professional development days per academic year.

Fees will not be charged for bank holiday closures or professional development days.

Professional development days are for staff training and essential to ensure their knowledge and skills remain up-to-date (for example, First Aid). Families will be notified of these dates as soon as possible.

Emergency closure:

The Academy will notify families as soon as possible if the nursery must close or cannot open. Families will be expected to collect their child(ren) without delay and, as part of the essential records held by the nursery, keep their emergency contact details up to date.

Early Education:

The nursery provides 3 and 4-year-old government funded early education. Government funding is intended to cover the cost of delivering up to 15 or 30 hours a week of free, high quality, flexible childcare only. It is not intended to cover the cost of meals, consumables, additional hours or additional services.

The free entitlements will be delivered consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.

The number of funded hours available will be determined by the agreed weekly sessions and maximum available each claim period.

To confirm your child has reached the eligible age for the free entitlements, please provide documentation to evidence the child's date of birth. A copy will be retained.

The first 15 hours are funded for all 3 and 4 year olds. Any additional hours for parents who do not qualify for 30 hours funding, will need to pay £15.85 per session.

There is an expectation that where hours are claimed, attendance will be on a regular weekly basis. As part of an Ofsted inspection, inspectors will explore how well providers work with parents to promote children's good attendance, especially the attendance of children for whom the provider receives the Early Years Pupil Premium.

To claim early education, families will be required to complete and sign a form at the beginning of the claim period. This form must be returned to the Manager by the deadline. Failure to return the form means all sessions will be non-funded and fees will apply.

3 and 4-year-old funding (universal offer) *

All families living in England are entitled to claim up to 570 funded hours per year for their 3 or 4-year-old child from the claim period following their third birthday.

3rd Birthday is on or between:	Funding start date:
1 st April to 31 st August	1 st September
1 st September to 31 st December	1 st January
1 st January to 31 st March	1 st April

3 and 4-year-old funding (extended offer)

Some families living in England are eligible to receive an additional 570 funded hours per year. For more information and to check eligibility, visit www.childcarechoices.gov.uk.

If eligibility is confirmed, HMRC will issue a code. This code must be given to the nursery, together with some personal details and consent so that the nursery can verify its validity and share these details with the Local Authority.

Families are responsible for keeping their code valid every 90 days to avoid incurring charges and informing the nursery when eligibility ceases.

** All 3 and 4-year-olds living in England are entitled to the universal entitlement irrespective of the immigration status of the child or their parent(s).*

Notice period:

The nursery requires two weeks' written notice to change (subject to availability), reduce, or cancel sessions. In the event of a reduction in sessions or withdrawal of a child with less than two weeks' notice, full payment is required for the entire two weeks' notice period regardless of actual attendance.

Session Rates:

Please refer to the current fee structure.

Fees will apply for all non-funded hours / sessions. The rate will be determined by the age of the child and includes a snack.

Each session is charged at £15.85, which equates to £79.25 per week for 30 hours. For all children who will be attending a full day session, a school lunch can be provided for an additional £2.50 per day. Parents may opt to send a home packed lunch instead.

Session Type	Charge
Standard 15 hours	Free for all 3 and 4 year olds
30 hours with eligibility code	N/A
Additional hours without eligibility code	£15.85 per day

School meal	£2.50
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Increase in fees:

Families will receive written notice of any change at least four weeks in advance.

Invoice period:

The nursery will invoice you weekly. The nursery operates a strict 7-day payment term. All invoices must be paid in advance of any childcare attendance for the period invoiced. Failure to pay within the payment terms will mean your child's place will cease.

Charges:

Parents are responsible for checking their invoices to ensure the correct contracted hours have been charged and early education funding claimed. Queries concerning an invoice must be raised within 5 days of receipt with the Academy, so that a resolution can be sought. The payment terms of 7 days remain in place during any period of dispute for charges that are not part of the query raised.

Additional invoices will be issued where hours claimed for early education were not agreed by the Local Authority and therefore are non-funded. The usual payment terms will apply.

The Academy reserves the right to charge for consumables and additional services e.g. trips. These will be agreed in advance with families.

No fee reductions can be made for absences.

Method of payment:

Fees must be paid weekly via ParentMail.

Payment of fees:

The payment term for invoices is 7 days in advance. Payment must be paid in full within 10 days from the date of the invoice. In the event of a late payment, a charge equal to 10% of the balance owed will be added to your account.

Failure to pay will result in withdrawal of your child's nursery place.

Receipts will be issued as evidence of payment via ParentMail.

A statement of your account is available upon request via the Academy Office.

In the event of a dispute of fees owed, it is the responsibility of the family to evidence how and when fees were paid.

No fee reductions can be made for absences.

Deposit:

Payment for the first weeks money must be made a week in advance.

Retainer fee:

The nursery reserves the right to apply a fee (100% contracted hours at the current hourly rate) to keep a place open for a long period of absence. It is not possible to claim early education funding whilst your child is absent long term unless agreed by the Local Authority.

Absences:

If a child will not be attending a scheduled session you should notify the nursery by telephone and leaving a message on the absence line.

Families must also give the nursery as much notice as possible when your child will not be attending. Our register documentation forms part of our duty to effectively safeguard children.

Please note that normal fees are charged for any periods of absence. Please be aware that extended periods of absence may impact on your child's funding.

Sickness:

If your child becomes unwell while at nursery, we will contact you and discuss whether you need to collect your child. The nursery adheres to the guidance issued by central government '[Health protection in schools and other child care settings](#)' and advice / guidance from Public Health England (PHE) and/or the Local Authority. The nursery may also seek advice through the NHS on individual cases.

If your child has sickness or diarrhoea, we will contact you and you must collect your child immediately. Your child will not be able to return until 48 hours after the last bout of sickness or diarrhoea.

If your child has conjunctivitis (sticky eyes), you must keep your child away from the nursery until a doctor has seen your child and appropriate treatment has been given.

If your child has contracted or been in contact with one of the communicable childhood diseases, you must notify the nursery as soon as possible so that we can make other families aware. Normal school exclusion periods will apply.

Infection prevention and control:

Keeping children and staff safe and well is our utmost priority. Measures to reduce risk will include hand-washing and cleaning. PPE is routinely worn for any intimate care needs.

The nursery may have to take the decision to close immediately.

Please consider all other families, staff and other professionals that attend the nursery.

Medication:

Should a child require prescribed medication to be administered while at the nursery, a medication consent form must be completed at the Academy Office.

Safeguarding:

The nursery and its staff have a responsibility to report any safeguarding concern they may have about a child to the Principal or another Designated Safeguarding Lead.

Meals and Snacks:

During each session children will be offered a snack of fruit or vegetable. A lunchtime meal can be provided at a cost of £2.50 per child, should this be required. Children may bring a home packed lunch if this is preferred. The daily cost is £18.35 per session with a school meal.

You are required to confirm to us in writing all specific dietary needs and all food allergies your child has so that a substitute can be provided and where appropriate suitable care can be given.

Notification:

You must notify the nursery if any of the following events occur:

- Your child suffers from, or has been in contact with, any communicable disease
- Your child has any additional needs
- Your child is to be collected from the nursery by someone other than you or an emergency contact
- Your child will not be attending a pre-booked session
- Change of any information provided at registration

You must immediately notify us of any change in emergency contacts or your child's doctor, address, or your telephone numbers or workplace.

Loco parentis:

Once a child has been registered with the nursery, the nursery staff will act "in loco parentis" during the time the child is attending the nursery, both on and off the premises, until you collect the child. In the case of an accident or emergency, or in the event of illness, the nursery reserves the right to take such actions as are deemed necessary, including hospitalisation and the administering of anaesthetics, even if you have not or cannot be informed.

Inclusive practice:

We welcome children and families from all social, cultural and religious backgrounds. We value the diversity of family structures and life-styles. We aim to create a rich and diverse nursery environment to reflect the social and cultural diversity in our communities.

We recognise that all children in the nursery have a right to be listened to, respected, valued and protected from all forms of discrimination.

Please refer to the SEND/Inclusion Policy concerning the SEND support on offer to children and how we support families to choose the right setting for their child with SEND.

General Data Protection Regulation:

Personal records will be held securely, both electronically and in written files. Only records that are essential to the nursery operation and applicable regulations will be requested.

Families that claim early education must provide consent for personal details to be shared with the Local Authority and for eligibility checks to take place as determined within the statutory guidance for early education and childcare.

The Privacy Notice is available upon request from the Academy Office.

Personal Items:

All personal items brought to the nursery must be named. The nursery cannot accept responsibility for lost items or damage.

Liability:

The nursery will not be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside our reasonable control.

The nursery accepts no responsibility for children whilst in their parent/carers care on nursery premises, i.e. prior to arrival or after collection.

Complaints:

Our Complaints Policy is available upon request from the Academy Office or Academy website.

Where parents/carers are not satisfied that their child is receiving the free entitlement in the correct way (as set out in the funding agreement and in Early Education and Childcare Statutory guidance for local authorities), a complaint can be submitted.

Termination:

This contract may be ended by you or by the nursery giving the other at least two weeks **written** notice. The agreement will come to an end at the expiry of that two-week period.

The agreement will also come to an end if –

- a debt has been accrued and not settled in the agreed time scale, then notice of only one week will be given by the nursery
- the behaviour of a parent/carer is considered unacceptable because it places other families, staff and other professionals at risk, then notice of only one week will be given by the nursery
- if your child is due to start school in the September following their fourth birthday and advance warning of the request to defer their place

has not been given to the nursery, then the agreement will end on 31st August following their fourth birthday

Staff have a duty of care in all early years settings to promote positive outcomes for all children, which are committed to building open and supportive professional relationships with families.

This means that everyone working in contact with children must endeavour to keep children safe and protect them from harm. This means that all adults have a statutory (legal) duty to report child protection or welfare concerns to Children's Services or the police.