



**HORNS DROVE**  
community childcare

# TERMS & CONDITIONS

The following document details the terms and conditions for Horns Drove Community Childcare. By accepting a place for your child/your child attending the setting, you confirm acceptance of all terms and conditions.

## Horns Drove Community Childcare and Membership

1. Horns Drove Community Childcare (known throughout this document as 'we') is a registered charity (number 1112355)
2. We are registered with Ofsted (number EY345454)
3. We operate three types of session:
  - i. Hatchlings (term time pre-school for 2-4 year olds)
  - ii. Footprints (term time breakfast club for 2-11 year olds, and after-school club for 3-11 year olds)
  - iii. Crash Holiday Club (non-term time holiday club for 3-11 year olds)
4. As a charity, we rely on support from the local community to allow us to operate effectively. You will be a member of Horns Drove Community Childcare where:
  - i. Your child is enrolled to Hatchlings
  - ii. Your child attends Footprints or Crash Holiday Club **and** you have paid the membership fee for the academic year 1<sup>st</sup> September to 31<sup>st</sup> August
5. Each family has a collective membership, for all children attending the setting, entitling you to a single vote at our Annual General Meeting (AGM)

## Caring For Your Child

6. All our policies are available on our website [www.horndrove.uk](http://www.horndrove.uk). You confirm acceptance of these policies by accepting a place for your child/by your child attending the setting
7. We will treat your child with the upmost respect and dignity; we will never use or threaten any type of punishment that could adversely affect your child's wellbeing
8. You are able to request a meeting with our Childcare Manager or your child's key person, face to face or by telephone, to discuss their progress or any concerns you may have
9. You will make yourself available to attend at a mutually convenient time if we wish to discuss with you any aspects of your child's care
10. You must 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
11. We reserve the right to refuse to admit your child if they're unwell, or ask you to collect them if they become unwell whilst in our care
12. For the benefit of others, you must not allow your child to attend the setting whilst they are contagious with any illness or disease which may pose a risk of spreading to other children during their normal daily activities
13. You must keep us informed of the identity of the persons who will be collecting your child:
  - a. If the person collecting your child is not usually responsible for collecting them, we must be notified in advance and they will need to know your child's 'password'
  - b. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you
  - c. We will not release your child to anyone under the age of 16
14. You must inform us immediately if you are not able to collect your child at the session's end time, and you must make arrangements for another authorised person to collect your child as soon as possible. If

appropriate, a late payment charge may be applied on your next invoice; please refer to our current fee schedule for details

15. Where food is provided for your child, 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. A risk assessment will be conducted for children with known allergies
16. For Hatchlings:
  - d. We will comply with the requirements of the Early Years Foundation Stage, and Ofsted
  - e. We will provide you with regular updates to inform you what your child has been up to whilst attending. We will also agree times with you to discuss in more detail your child's progress

## Suspension

17. 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 wellbeing of your child, other children and/or 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
18. 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

## Your Child's Information

19. You must return the completed Registration Form, Supplementary Information Form, and any other related paperwork, before your child is able to attend a session
20. You must notify us immediately of any changes to the information you have provided us, and you must keep us informed of any other necessary information that may affect the childcare that we provide for your child
21. You must inform us if your child is the subject of a court order, and provide us with a copy on request
22. We will adhere to the principles of the General Data Protection Regulation (GDPR) when collecting and processing information about you and your child. We explain how your data is processed, collected, and kept up to date, in our Privacy Notice (available on our website [www.hornsdrove.uk](http://www.hornsdrove.uk))
23. We may take photographs and video recordings of children who attend the setting, these are used for the ongoing recording of our curriculum and for children's individual development records. The photographs may be used in displays and as part of your child's records. If we wished to use any image of your child for training, publicity, or marketing purposes, we would always seek your consent
24. We will seek your consent where we need to share information about your child with any other professional or agency. This may not be possible in specific circumstances, where your child or someone in your family may be in danger

## Sessions

25. We will notify you as soon as possible of any days/times the setting will be closed, or if we change our opening hours
26. You must inform us as soon as possible of any dates where your child has a session booked and will not be attending
27. We will try to accommodate any requests for additional sessions or changes of hours
28. For Hatchlings:
  - a. You must provide us with at least one month's written notice if you'd like to decrease the number of hours your child attends, or to withdraw your child. If insufficient notice is given, you will be responsible for the full fees for your child for one month from the date of notice

## Fees

29. We reserve the right to review our fees at any time, and will inform of you any changes at least one month before they take effect. If you do not wish to pay the revised fees, you can give notice to withdraw your child from the setting/cancel any sessions booked
30. We will issue an invoice on the 15<sup>th</sup> of each month, for all sessions booked for the following month. Payment is due on the 1<sup>st</sup> of the month (*for example we'll invoice you on 15<sup>th</sup> January for February's sessions, which will be due for payment on 1<sup>st</sup> February*)

31. Where you have booked ad-hoc sessions after we issue your monthly invoice, you will receive an invoice each Tuesday for sessions owed. Payment is due within 7 calendar days
32. If payments are outstanding for more than 10 working days after they are due, late payment fees will be due (as per our fee schedule) and we reserve the right to terminate your child's place and cancel any booked sessions. If payment is still not received, we may take any action necessary to recover these monies and you will be liable for any additional costs incurred
33. For Hatchlings:
  - a. Fees are not due on any closure days such as bank holidays or INSET days:
    - i. Where your child receives government funding and their session falls on a bank holiday, we will seek to re-arrange the session to an alternative day
    - ii. INSET days do not form part of your yearly funding and will not be re-arranged
  - b. Where your child is unable to attend a planned session (*i.e. a session in their normal schedule*), no refund will be given where your child is unable to attend due to illness, holiday, or for any other reason
  - c. Where your child is unable to attend an ad-hoc session due to illness, holiday, or for any other reason, a refund will only be given if we have been given notice of at least 14 calendar days
34. For Footprints and Crash Holiday Club:
  - d. Fees are not due on any closure days such as bank holidays or INSET days, any fees paid for sessions that fall on these days will be refunded
  - e. Where your child is unable to attend an ad-hoc session due to illness, holiday, or for any other reason, a refund will only be given if we have been given notice of at least 14 calendar days
35. If we are forced to close due to events or circumstances beyond our control (*for example extreme weather conditions*) the session fee(s) will still be payable in full and we are under no obligation to provide alternative care for your child. If the closure exceeds three consecutive days in duration (excluding any days when we would otherwise have been closed), we will credit your account with an amount that represents the number of days closed in excess of three days
36. If your child is suspended part way through a month, we will credit your account with any fees for unattended sessions in the remaining part of that month. This sum may be offset against any sums payable by you to us

### This Agreement

37. This agreement supersedes all prior arrangements and understanding, whether written or verbal
38. We reserve the right to vary the terms and conditions contained in this agreement
39. We may end this agreement if:
  - a. You have failed to pay your fees
  - b. 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 we have drawn it to your attention
  - c. You demonstrate any physical/verbal abuse or threats towards our staff
  - d. We take the decision to close our setting permanently (we will give you as much notice as possible in the event of such a decision)