

PARENTAL/GUARDIAN AGREEMENT

TERMS AND CONDITIONS

Policies:

1. To read the Policies and Procedures provided to me/us and to agree to abide by them for the duration of my/our child (ren) attending the Service. If I/we have an issue with a Policy/Procedure, I/we will raise this with the Service by using the Complaints Policy.
2. To adhere to the Code of Conduct for Parents/Guardians as set out below.

Attendance

3. To attend the service according to the hours pre-agreed.
4. Not to send our child (ren) to the service if they are ill. To abide by the exclusion periods as outlined in the Infection Control Policy.

Fees:

5. To accept that fees may be increased or decreased at the discretion of the Service. A minimum notice will be given to any change to fees, as set out in the Fees Policy.
6. To pay the required deposit. The deposit will be refunded once registered on our system in the enrollment year. Deposits are non-refundable if placement is not taken.
7. To pay fees on time and on the date, as set out in the Fees Policy.
8. To pay fees when child (ren) do not attend due to illness/holiday.
9. In addition to the normal fees additional fees may be chargeable from time to time to include camps outside the ECCE 38 week calendar (Halloween, Easter, Summer etc.)

Closure in Exceptional Circumstances:

10. To accept that sometimes it may not be possible to give notice of closure, due to exceptional circumstances / emergency situations. In the event that the Service is required to close in unforeseen circumstances the Parents/Guardians will be provided with as much notice as possible of such emergency closure. The Service agrees to notify the Parents/Guardians by WHATSAPP MESSAGE at the earliest possible opportunity of such emergency closure. Emergency closures in unforeseen circumstances refer, but are not limited to an Act of God, outbreak of an infectious disease, a serious or critical incident involving a third party, a critical or serious incident involving the child, Parents/Guardians or staff member, or insufficient number of staff in attendance to provide ratio requirements.
11. To agree to immediately collect their child from the Service or arrange for their child to be immediately collected by their authorised person where the Service has opened during normal opening hours and is required to close in emergency circumstances.
12. No fees for the period of the emergency closure are payable provided a child is in attendance in the Service on the day of such closure.

13. To agree that in the event of the closure of the Service in exceptional circumstances, for more extended periods, that is beyond the control of the Management to include, but not limited to, adverse weather conditions, the following will apply:

If the Service is open during adverse weather and the child does not attend the full fee will be payable.

Collections:

14. To collect the child (ren) on time, as agreed.
15. To pay a late collection fee as set out in the Fees Policy.
16. To collect the child (ren), with immediate effect, from the time you are notified that your child is ill in the Service.

Information and Data:

17. To complete the Child Registration Form with accurate information and to inform the Service of any data changes, (including emergency and/or phone numbers of those authorised-to collect), in a timely manner.
18. To inform the Service of any additional or complex needs that the child (ren) may have so that a suitable support structure can be put in place.
19. To inform the Service of any concerns or details relating to a child's physical and/or intellectual development so that the environment may be adapted and supports put in place according to the child's needs.
20. To read our Privacy Statement and to consent to data being collected to allow us to provide a Service safely to the child (ren). Our Privacy Statement outlines what data is collected and why. Data is only collected and shared on a 'need to know' basis and to fulfil our legal obligations.
21. To sign all permissions/consents on the Child Registration Form.

Separated/Divorced Parents:

22. Where Parents are separated, to agree on a collection routine and not to involve the staff team in relationship disputes. Note that we cannot refuse a Parent access to a child unless it is a legal requirement to do so, such as a court order, barring order, or where we believe there is a child protection issue.
23. To inform us of any person who does not have legal access to the child (ren).

Parking:

24. To accept that parking is at your own risk.

Termination of Places:

25. That a place can be terminated for the following reasons;
 - a. Where fees have not been paid. [A written notice of termination in respect of unpaid fees will be offered]
 - b. Where a Parent/Guardian breaches the Code of Conduct or a policy/procedure.
 - c. Where the setting is not deemed appropriate or suitable to the care needs of the child. This may relate to the safety of the environment, the child's emotional/physical needs, or in the case of extreme behaviour challenges. This will always be a last resort and we will consult with the Parents/Guardians first to agree on and implement strategies in an effort to resolve any issues.

- d. For safety reasons. Where a risk assessment is carried out and it indicates risks to the child or to others that cannot be controlled adequately for safety reasons.

Decisions will always be made in the best interests of the child.

COVID-19:

- 26. Parents/Guardians will follow our COVID-19 Policy and Response Plan, including our policy on International Travel. Parents will be updated on any changes made to this policy.

Food and Nutrition:

- 27. Parents/Guardians will adhere to our Healthy Eating Policy and not send in food that does not comply with it.

Accidents & Incidents

- 28. In the event that the child (ren) has an accident while attending the Service, Parents/Guardians are required to sign an Accident/Incident Report Form and to accept a copy of the Form for their own records.
- 29. To accept that we cannot discuss or record the names of any other child who may be involved in such an accident/incident.

Notice:

- 30. Parents/Guardians are required to give a minimum of 4 weeks' notice of the child (ren) leaving. Where this notice is not given the Parents/Guardians must pay a fee for the notice period. The service will also give 4 weeks of notice, where possible, where a decision has been made to discontinue services or terminate a place.

Code of Conduct:

As part of this agreement we accept and agree to abide by the following Code of Conduct:

- 31. Comply with Service's Policies and Procedures (as amended from time to time).
- 32. Do not interrupt the work of staff if dropping off or collecting child (ren) during the day when activities are in full progress.
- 33. Be courteous and respectful to other parents, children, staff, students and volunteers.
- 34. Parents/Guardians are requested to refrain from inappropriate social conversations.
- 35. Never discuss other parents, staff members or children in a negative manner in front of children.
- 36. To supervise their child (ren) when collecting other children or visiting the Service.
- 37. Parents/Guardians must supervise children in their care around parked cars and on the grounds once their child has been collected or before they have been dropped off.
- 38. Direct any comments or complaints to Aine Byrne, who will aim to resolve any problems following the Service's Complaints Policy.

39. Parents/Guardians should appropriately intervene in their own child's behaviour, especially in public, where it could otherwise lead to conflict, aggressive or unsafe behaviour.
40. To respect the Service's environment including keeping it tidy and not littering.
41. Refrain from using mobile phones in or around the Service except in case of emergency.

In order to foster a peaceful and safe environment Parents/Guardians must:

- a. Comply with the Service's values when interacting with children and their families, staff, students and volunteers.
- b. Not indulge in disruptive behaviour which interferes with the operation of the Service. **Bullying, Inappropriate, aggressive or intimidating behaviour will not be accepted.**
- c. Be respectful of cultural diversity and refrain from harassing, discriminating against or vilifying children, their families, service staff members, students, and volunteers on the basis of gender, race, ethnicity, sexuality, religion, age, disability, beliefs or opinions, or background.
- d. Be respectful of the privacy of children, their families, Service staff members, students, and volunteers.
- e. Refrain from any behaviour in, or on, any part of the Service which may constitute a threat to themselves and/or others in the Service.
- f. Refrain from using abusive, lurid or racist language or temper displays in, or on any part of the Service
- g. Refrain from threatening harm or the use of physical aggression towards another child or adult. This includes approaching someone else's child in order to discuss or chastise them.
- h. Refrain from using physical punishment against your own child.
- i. Refrain from damaging or destroying Service property.
- j. Refrain from sending threatening emails, making threatening phone calls, or threatening social media messages to the Service, staff, students, volunteers, child or children in the Service.
- k. Refrain from persistent lateness in dropping off and/or collecting the child from the Service.
- l. Refrain from taking photographs at the Service without the prior written consent of Aine Byrne
- m. Comply with the reasonable directions given by the Service's staff members to foster a safe and welcoming environment within the Service.
- n. Raise any concerns in accordance with the Service's Complaints Policy.
- o. Use the Service's facilities and property and services in an appropriate manner.
- p. Refrain from smoking or vaping in the Service premises and at any events organised by the Service.
- q. Not be adversely affected by alcohol or other substances (with the exception of medically prescribed drugs) when attending the Service to drop off or collect children or events organised by the Service.
- r. Insofar as possible drop off and collect a child at the appointed time.
- s. Ensure that all family members and Emergency Contacts associated with a child's enrolment are made aware of our Code and ensure their compliance with our Code.

The above behaviours on the Service's premises will be reported to Aine Byrne and may result in the prohibition of an offending adult from entering the Service's grounds or premises to safeguard the Service.

Consequences of Non-Compliance:

Not complying with our Code may have serious consequences up to and including a termination of a child's place.

The Service will endeavour to resolve any matter involving our Code by facilitating discussion between the parties. If the non-compliance is of a serious nature or if, in the opinion of the Service, there is a risk of future non-compliance, the Service may take any action it considers appropriate in the circumstances without prior consultation with the Parents/Guardians.