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## 09.01c Little Doves Christian Pre-School Terms and Conditions

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### 1. Little Doves Christian Pre-School agrees to:

- 1.1 Inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not, then the offer of a place may be withdrawn.
- 1.2 Provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.3 Notify you as soon as possible of any days we will be closed.
- 1.4 We 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 [07.06 Data protection and privacy notice](#)
- 1.5 Try to accommodate any requests you may make for additional sessions and/or extended hours of childcare if space allows.
- 1.6 Treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 1.7 Provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.



- 1.8 Comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regard to the childcare services we provide for your child.
- 1.9 Provide details of our policies and procedures at the pre-school and on the ['Policies' tab](#) on our website, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. Photocopies of any of the policies are available upon request. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.
- 1.10 Maintain appropriate insurance to cover our childcare activities.
- 1.11 Try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

## 2. Your obligation to us:

- 2.1 You will need to fully complete and return our [09.01b Registration, Sessions Requested and Permission Form](#) (which includes medicine consent and emergency treatment authorisations) either before, or on the day your child has their build up session. **You will not be able to leave your child with us until the forms has been signed and returned.**
- 2.2 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.3 You will be aware of and abide by our [policies and procedures](#).
- 2.4 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 us at mutually agreed times.
- 2.5 You must 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. For the benefit of other children attending, you must not bring or allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities. This will include all the government's latest information on Coronavirus.
- 2.6 You must keep us 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, we will require proof of identity. 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.
- 2.7 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person (recorded on your [09.01b](#)



[Registration, Sessions Requested and Permission Form](#)) to collect your child as soon as possible and confirm who they are. A late collection charge may be applied. 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.

- 2.8 You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.
- 2.9 You will inform us in advance, if possible, of any dates on which your child will not be attending.
- 2.10 You will provide us with as much notice as possible (minimum of 2 weeks) 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 2 weeks from the date of notice. If you are ending this Agreement, notice must be given by completing our Notification of Leaving Date form which is available on request.

### **3. Payment of fees**

- 3.1 Our fees are based on an hourly fee which is available to read on our website in our [09.01f Parent payment agreement plan](#) and will be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least half a term before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 2 weeks' notice, by completing our Notification of Leaving Date form which can be obtained from our setting manager.
- 3.2 We ask for the following fees for non-funded self-paying children:
- Hourly rate depending on the age of your child
  - Healthy snack charge per day your child attends
  - Afternoon healthy snack charge if your child stays after 2pm
  - Additional activity chargeable extra towards the extra items that we use in the activities of the pre-school to provide your child with an enhanced pre-school learning experience. Due to Coronavirus adjustments a lot of materials can now only be used once.
  - Half termly charge towards Shining Stars football, our external educator who visits the pre-school on a Friday. (Photos of these sessions are available to view [here](#)).
  - Your child's "Big book of me" learning journal which is passed onto you when your child leaves. This is included on your child's last invoice.
  - Early drop off, late pick up charge (per 15 mins).
- 3.3 For children who receive Essex County Council funding, we ask for voluntary daily chargeable extras, and these are:



- Hourly rate for additional hours depending on the age of your child
- Healthy snack chargeable extra (if preferred you can provide your child with their own healthy snack)
- Afternoon healthy snack chargeable extra if your child stays after 2pm (if preferred you can provide your child with their own healthy snack)
- Additional activity chargeable extra towards the extra items that we use in the activities of the pre-school to provide your child with an enhanced pre-school learning experience. These activities go above and beyond the delivery of the government FEEE funding. Due to Coronavirus adjustments a lot of materials can now only be used once.
- Chargeable extra contribution towards our external educator (Shining Stars) who visits the pre-school each week. (Photos of these sessions are available to view [here](#)).
- Chargeable extra towards your child's "Big book of me" learning journal which is passed onto you when your child leaves. This is included on your child's last invoice.
- Chargeable extra early drop off, late pick up charge (per 15 mins).

If you do not wish to pay for the voluntary chargeable extra's, for example because you wish to provide your own/alternative, please make us aware so next steps can be discussed. These voluntary chargeable extras are not mandatory or a condition of accessing a place.

- 3.4 In addition, we also encourage a suggested half termly voluntary donation to the Little Doves charity, which provides an outstanding service, in a safe and caring environment, where the children's wellbeing is treated as the highest priority
- 3.5 As part of you signing up your child to attend the pre-school, we ask you to sign the 09.01f Parent payment agreement form which is given to you when you first visit the pre-school. This form clearly states the hourly fees and the amounts for each chargeable extra.
- 3.6 Fees, chargeable extras and any voluntary donations are paid on a half termly or weekly basis. We calculate the amount payable by you each half term by multiplying the hourly rate with the number of hours your child does per week and then by the number of weeks in the half term.
- 3.7 For healthy snack, afternoon snack and additional activity, the chargeable extra contributions are calculated for each day/long afternoon your child attends and for the external educators, the chargeable extra is calculated per half term.
- 3.8 Any reduction in hours/snack/additional activity due to afternoon/day closures, for example, Wonky Wednesday afternoons or polling day, are deducted from your invoice.
- 3.9 Payments can be made by bank transfer, standing order, cheque or cash and can be made daily, weekly or half termly. The date that payment must be received by is written on your invoice



and we reserve the right to charge interest on the overdue amount 2% above the base rate at the bank if late payment or non-payment persists.

- 3.10 Little Doves CP is set up to receive payments via childcare voucher schemes (e.g. Edenred) and HMRC Tax Free Childcare accounts. More information on how to set up an account can be found on [www.gov.uk/tax-free-childcare](http://www.gov.uk/tax-free-childcare).
- 3.11 If you have failed to pay any fees that are due or are having difficulty paying the fees, then the manager will look to negotiate a payment plan and/or reduce the hours your child attends the setting to stop the bill accumulating.
- 3.12 If you have requested additional sessions or have repeatedly been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities (see 3.6 and 3.7), we will raise the applicable charges under a separate invoice for payment.
- 3.13 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and for a maximum of 3 training days per year to support our continuing professional development for the benefit of children and families. There is no charge for these days. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.14 In the event of persistent late collection of your child, we reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis.
- 3.15 If the pre-school must close due to local lockdown restrictions, such as, during a pandemic for a prolonged period, you will be asked if you would like a refund for any hours paid for and not received. This refund is typically taken off the next invoice, however, repayment can be made via bank transfer into the bank account details provided by yourself. Bank account details are kept for 6 months after the child leaves (in line with the [07.12a Data retention document](#) for Little Doves Christian Pre-School) in case further repayments are necessary.

Please also see our [09.01e Fee and payment procedure](#) and our [09.01g Financial hardship procedure](#).

#### **4. Explaining Essex County Council Funded Places [Early years and childcare \(essex.gov.uk\)](#)**

- 4.1 **Universal Funded Early Years Entitlement (FEEE)** is available at Little Doves for 3 and 4 year old children, starting the term after their 3<sup>rd</sup> birthday. This is up to 15 funded hours per week each term, totalling 38 weeks a year. When your child is eligible for FEEE funding, it is a requirement of Essex County Council that we see proof of the date of birth of your child and the address where



they live, so please bring in your child's birth certificate and proof of address if you have not already done so.

As your child is eligible to receive funding from the term after their 3<sup>rd</sup> birthday, you will be given and asked to complete a funding parent/carer agreement form (an example of which can be found [here](#)) in the latter half of the term prior to the funding starting. The FEEE parent/carer agreement form must be completed and returned to Little Doves as soon as possible so that the information provided can be entered onto the Essex provider portal to apply for funding for your child. Please ensure you read the form carefully and complete it fully. The form asks for your child's ethnicity; this is to allow Essex County Council to highlight inequalities, investigate their underlying causes and remove any unfairness or disadvantage. To help you complete this box there is a link [here](#) to the ethnic category options.

Applications for FEEE funding are submitted every term so you will be asked to complete/sign a FEEE parent/carer agreement form every term. Please note, Little Doves cannot apply for FEEE funding for your child without a signed FEEE parent/carer agreement form for that term.

We do not operate a sole provider policy and so the funding can be shared across two settings or with a childminder.

The FEEE parent/carer agreement form is used to confirm the number of funded hours from your child's entitlement that your child is claiming with one or more childcare providers and that the entitlement does not exceed the maximum offer for the term.

You **cannot** increase the hours you have claimed on your FEEE parent/carer agreement form for that term after headcount submission.

If your child joins after the headcount submission period and FEEE funding has not been claimed at another setting for that term, a late claim can be submitted up until three weeks before the end of the term.

If your child joins during the last three weeks of term, funding cannot be applied for, and you will be required to pay for the hours your child attends the pre-school.

If your child leaves the pre-school partway through the term, an arrangement may be made between Little Doves and your child's new setting to transfer any remaining funding for that term.

If your child joins Little Doves from another setting partway through the term where funding has already been claimed for the term, we would like the remaining funding for that term to be



transferred to us. If your child's old setting is not in agreement with this, then you will be required to pay for the hours your child attends Little Doves for the remainder of that term.

#### 4.2 **Funded Early Years Entitlement for eligible 2 year olds (FEEE2)** is available at Little Doves.

Your 2 year old can get funded childcare if you get any of these benefits:

- Income Support
- Income-based Jobseeker's Allowance (JSA)
- Income-related Employment and Support Allowance (ESA)
- Universal Credit, and your household income is £15,400 a year or less after tax, not including benefit payments
- Child tax credits, and your household income is £16,190 a year or less before tax
- The guaranteed element of Pension Credit
- The Working Tax Credit 4-week run on (the payment you get when you stop qualifying for Working Tax Credit).

2 year olds can also get funded childcare if they:

- are looked after by a local authority
- have a statement of special education needs (SEN) or an education, health and care (EHC) plan
- get Disability Allowance
- have left care under a special guardianship order, child arrangements order or adoption order.

In addition to this criteria, Essex County Council will also consider applications for children where the council has received a Section 23 notification from Health.

You can apply online for FEEE2 on this link [www.essex.gov.uk/help-with-childcare-costs](http://www.essex.gov.uk/help-with-childcare-costs). Once FEEE2 funding for your child has been approved, you will receive a placement notification code (starting with TYF881) which you need to provide on your parent/carer agreement form that you will be given by Little Doves. You will also be given an eligibility start date; this date is the earliest you can begin your funding claim. This will also need to be added on your parent/carer agreement form in the relevant box. This funding can only be used at one setting.

#### 4.3 **Working Parents Funding for 2 year olds (FEEE2W)** Eligible working parents of 2 year olds are able to claim 30 hours FEEE per week, for 38 weeks per year, from the term after their 2<sup>nd</sup> birthday. The maximum available to claim at Little Doves CP is 24 hours per week due to our opening hours. For the eligibility criteria and more details please go to:

[Apply for free childcare if you're working - GOV.UK \(www.gov.uk\)](http://www.gov.uk)  
[www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk)



[www.gov.uk/childcare-calculator](http://www.gov.uk/childcare-calculator)

You will need to apply in the term before you wish to take up the funding. You cannot receive funding mid-term and so any application must be made and confirmed before the cut off dates in the previous term. If eligible, you will receive an 11-digit code. Please provide this code along with your national insurance number in the appropriate boxes on the FEEE parent/carer agreement form. Essex County Council require the pre-school to check the eligibility of the code on the provider portal and therefore we ask you to tick a box on the FEEE parent/carer agreement form to give permission for us to do this.

It is your responsibility to ensure you continue to provide the information required to HMRC/Childcare Choices when it is requested (usually every 3 months) to keep the code valid. Little Doves cannot do this for you. If you do not reconfirm your details with HMRC/Childcare Choices and your eligibility expires, you have one term's grace period where you will continue to receive the Working Parents Funding for 2 year olds, however, if you do not reconfirm during that term, you will no longer receive the funding.

We do not operate a sole provider policy and so the funding can be shared across two settings or with a childminder.

The code you receive from Childcare Choices will remain as your child's code until they go to school.

#### 2 year old entitlements

You may be eligible for both the 2-year-olds Additional Government Support entitlement (FEEE2) & the 2-year-old Working Parent entitlement (FEEE2W).

If eligible for both FEEE2 & FEEE2W:

- Currently you must apply for the FEEE2 and access your 15 hours via this entitlement and not the working parent entitlement (FEEE2W)
- You must apply for FEEE2 to access your first 15 hours and then apply for the Working Parent entitlement to access the additional 15 hours to give a total of 30 hours per week.

FEEE2 becomes the default entitlement as you cannot fall out of eligibility.

4.4 **Working Parents Funding for 3 and 4 year olds Extended Funded Early Years Entitlement (FEEE 30 hours)**, where an additional 15 hours to the universal FEEE 15 hours is available for qualifying families, can be used at Little Doves. The most hours that can be claimed at Little Doves is 24 due to our opening hours, however the funding can be shared across two settings. For the eligibility criteria and more details please go to:

[www.gov.uk/30-hours-free-childcare](http://www.gov.uk/30-hours-free-childcare)

[www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk)



[www.gov.uk/childcare-calculator](http://www.gov.uk/childcare-calculator)

You will need to apply in the term before you wish to take up the funding. If eligible, you will receive an 11-digit code. Please provide this code along with your national insurance number in the appropriate boxes on the FEEE parent/carer agreement form. Essex County Council require the pre-school to check the eligibility of the code on the provider portal and therefore we ask you to tick a box on the FEEE parent/carer agreement form to give permission for us to do this.

It is your responsibility to ensure you continue to provide the information required to HMRC/Childcare Choices when it is requested (usually every 3 months) to keep the code valid. Little Doves cannot do this for you. If you do not reconfirm your details with HMRC/Childcare Choices and your eligibility expires, you have one term's grace period where you will continue to receive the Extended Funded Early Years Entitlement (30 hours). However, if you do not reconfirm during that term, you will no longer receive the 30 hours, only the universal 15 hours in subsequent terms.

We do not operate a sole provider policy and so the funding can be shared across two settings or with a childminder.

4.5 **Early Years Pupil Premium EYPP** is additional funding that can be received for eligible children who receive Universal Funded Early Years Entitlement (FEEE), Funded Early Years Entitlement for eligible 2 year olds (FEEE2) or Working Parents Funding for 2 year olds (FEEE2W).

This provides enhanced learning and development support, and your child may be entitled to this if you are on any of the following benefits:

- Income Support
- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Support under part VI of the Immigration and Asylum Act 1999
- The guaranteed element of State Pension Credit
- Child Tax Credit (provided they're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run-on, which is paid for four weeks after they stop qualifying for Working Tax Credit
- Universal Credit - your household income must be less than £7,400 a year after tax, not including any benefits you get

If you think you may be eligible, please tick the agreement to check eligibility box in the parent declaration section on your child's FEEE parent/carer agreement form. These details are then



entered into the ECC provider portal during headcount submission. You will be informed by Little Doves if the EYPP has been improved. Children in care/children adopted from care are also eligible to receive EYPP. This is not collected via headcount; Little Doves will apply for this separately.

- 4.6 **Special Educational Needs SEN Premium** is enhanced funding to help meet a child's additional needs. This can only be applied for when the child is old enough to receive the universal FEEE funding. A child may be eligible for this funding if they have SEN, a disability or a health authority Section 23 Notice.
- 4.7 **Disability Access Fund DAF** is a one-off annual payment to the pre-school if your child is in receipt of disability living allowance and receives Universal Funded Early Years Entitlement (FEEE), Funded Early Years Entitlement for eligible 2 year olds (FEEE2) or Working Parents Funding for 2 year olds (FEEE2W). The purpose of this funding is to help the pre-school make reasonable adjustments to the setting to improve your child's access to funded early years education. The DAF payment can only be given to one provider; it cannot be given across two settings. The DAF **cannot** be used towards childcare fees or providing more FEEE hours.
- 4.8 **Inclusion funding IF** is extra hourly funding that can be applied for if your child receives 2 year old funding (FEEE2) and has additional needs. An inclusion grant application form is completed by the pre-school and sent to ECC funding panel to assess and authorise the grant. This can also be applied for if a child attends more than 15 hours a week and is in receipt of SEN Premium for those 15 hours. Permission will be requested from the parent/carer before applying for this grant.
- 4.9 In line with Essex County Council contract, we do not charge a top up fee on hours funded by Essex County Council.

## 5. Suspension of a child

- 5.1 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 and in extreme situations it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.
- 5.2 During any period of suspension for behaviour-related issues we will put into place procedures and work with agencies to address the issues.

## 6. Termination of the Agreement

- 6.1 You may end this Agreement at any time, giving us at least 2 weeks' notice by completing the 'Notification of Leaving Date' form.



- 6.2 We reserve the right to end this Agreement if:
- You have repeatedly failed to pay your fees and have not made any effort to discuss the situation with the manager to seek alternative arrangements.
  - 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.
  - You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards any member of staff.
  - We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 6.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will 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.
- 6.4 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

## 7. General

- 7.1 Your child will need to bring their own packed lunch if they are staying for lunch.
- 7.2 If we must close or take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions) the daily fee will be refunded/credited to you (also see 3.8 and 3.13)
- 7.3 If you have any concerns regarding the services we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the manager. Customer satisfaction is paramount, and any concerns/complaints will be dealt with in line with our [10.02 Complaints procedure for parents and service users procedure](#).
- 7.4 Photographs are taken routinely during your child's time with us to be used in their "Big book of me" learning journals and other documentation. Sometimes we would like to be able to take videos to share with the parents/carers (and staff/trustees) of the children taking part in particular activities in the pre-school, for example, the nativity. To enable sharing, a cloud storage system (e.g. Dropbox) or an encrypted messaging service (e.g. WhatsApp) may be used. We would like to bring to your attention that this data (videos) can be stored outside the EU. (These videos will only be shared for the purpose as stated above unless it is a legal



requirement to share with an official organisation). This is all explained to you in the 09.01b Registration, Sessions Requested and Permission Form and your permission is sought for these uses. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent separately.

- 7.5 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection like coronavirus or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our [04 Health policy](#), [04.07](#) & [04.07a Infection control](#) policies and [04.05 Poorly children procedure](#).
- 7.6 Whilst food and drink are provided on the premises, we 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. See our 04.04 Allergies and food intolerance procedure
- 7.7 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulation 2018, Little Doves Christian Pre-school 07.06 Data protection and privacy notice and [07.12a Data retention document](#) For further information please also see our [07.02 Confidentiality, recording and sharing information procedure](#), [07.03 Client access to records procedure](#) and Essex County Council Information Policy Requirements for Contractors available to read at the pre-school. We will always seek your consent where we need to share information about your child with any other professional or agency. We are 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 we do not share that information explained on the 09.01b Registration, Sessions Requested and Permission Form.
- 7.8 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.
- 7.9 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.

## **8. This Agreement**

- 8.1 We reserve the right to vary the terms and conditions contained in this Agreement.



- 8.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral regarding this Agreement except to the extent where we vary terms from time to time.
- 8.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

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