



## Greenleas School- early years terms and conditions

The following terms set out how we will supply early years education and childcare services (“**Services**”) to you (the “**Terms and Conditions**”). We are Greenleas School (“**we**”, “**our**”, “**us**”, the “**early years**”, the “**school**” or “**setting**”).

Please read these Terms and Conditions, and our [policies and procedures](#) (available on our school website), carefully before you submit a Registration Form to us. If you have any queries about these Terms and Conditions or our policies and procedures, please contact us at [office@greenleas.net](mailto:office@greenleas.net) or 01525 371735/385356.

The Terms and Conditions and the Registration Form together Form the Contract between us for the supply of the Services (“**Contract**”). The headings below serve to provide clarity on the key areas of the Terms and Conditions.

### 1. Registration, Admission and Bookings:

**1.1** To register your child for a place in Greenleas early years you must complete our Registration Form (“**Registration Form**”). You must ensure that all information provided on the Registration Form is complete and accurate.

**1.2** An early years’ place is allocated when space become available. Places are allocated as outlined in our [Admissions Policy](#). At the point of offer you will be asked to complete an Admission Form. You must ensure that all information provided on the Admission Form is complete and accurate.

**1.3** If there are any changes to the information provided on the Admission Form, you must notify us promptly and provide details of such changes. In particular, please inform us of any special dietary or medical requirements, and any alterations to telephone numbers or contact details. Failure to do so may result in delays in contacting you in the case of an emergency.

**1.4** If you are under the age of 18 years, you must have a financial guarantor aged over 18 years, as an additional signatory on the Admission Form.

**1.5** Please note that if, at any time, it becomes apparent that the information on the Admission Form provided is not complete and accurate, we reserve the right to immediately terminate the Contract,

withdraw the allocation of the early years place and refund any sums paid to us by you for services not provided.

**1.6** On the Admission Form, you should confirm which weekly sessions you would like to book your child onto (“**standard sessions**”). Any sessions in addition to the standard sessions (“**extra sessions**”) can be booked with the early years manager on an ad-hoc basis by email. Extra sessions are chargeable and subject to availability and staffing requirements.

**1.7** A minimum of two sessions a week must be booked. These can be on one day or split across the week.

## **2. Discounts and Voucher schemes:**

### **2.1 Early Years Free Entitlement (“EYFE”)**

**2.1.1** Where we have agreed that payment of the Fees will be made (in full or in part) by EYFE codes, on receiving the EYFE codes from you, we will provide you with details of any additional costs, not covered by the scheme.

**2.1.2** If you fail to submit correctly completed Central Bedfordshire Funding forms by the deadline as specified by the school you will be charged for all sessions booked until such time as Central Bedfordshire funding is available (usually the following term).

**2.1.3** The allocation of EYFE places is subject to availability and is not guaranteed.

**2.1.4** EYFE hours cannot be used, in whole or part, when booking extra sessions or for before or after school care.

### **2.2 Sibling Discounts**

**2.2.1** We do not offer a discount for siblings.

## **3. Fees:**

**3.1** The fees for the services will be as set out in our scale of charges. We reserve the right to adjust the fees to reflect increases in our costs of providing the services. We will give you not less than half a term’s prior notice in writing of the fee adjustment.

**3.2** Unless otherwise agreed in writing, the fees are calculated on daily basis based on the age of the child for the sessions booked (as set out in the Admissions Form) for the term.

**3.3** All Fees are termly in advance and must be paid by BACS, Direct Debit, Childcare Vouchers (as provided by the UK Government), Tax Free Childcare or CCGPS. Invoices may be paid in full or in monthly instalments. If paying in full the payment should be made within four weeks of the date of the invoice.

**3.4** If you fail to pay in full within the first four weeks of the start of term or meet your monthly repayment, using any of the payment methods set out in clause 3.3, we reserve the right to add an additional administration fee of 5% of the total outstanding amount to your account, for each month that you fail to make payment.

**3.5** For re-presented payments (in the case of bounced payments), we reserve the right to apply a minimum charge of £20 per occasion to your account.

**3.6** If any fees remain outstanding more than 21 days from the 1<sup>st</sup> of the month, we may (at our sole discretion), exclude the child from the early years, terminate the Contract and offer the child's early years place to another child.

**3.7** For the avoidance of doubt, the fees are payable during periods of absence including, without limitation, sickness, holidays or suspension from the setting at the direction of the School.

**3.8** Where payment is made using a voucher scheme agreed by us (including Tax Free Childcare), you must ensure that we receive appropriate funds under that scheme on or before the first day of the month to which they relate. It is your responsibility to ensure that we receive appropriate funds, and we will not liaise with your scheme provider.

**3.09** Extra sessions are charged at the usual session rate (as set out in our scale of charges), and payment is required at the time of booking. EYFE hours cannot be used in relation to payment for extra sessions.

**3.10** A revised calculation of fees applies when a child starts, leaves or a booking pattern changes mid-month. This is calculated by on daily basis based on the age of the child for the sessions booked or taken.

**3.11** Funding for the school is based on attendance patterns at the prescribed census dates (termly). Variations to hours which take place after census dates may be charged directly to parents where the school cannot access EYFE. These fees are payable by the parent until the next census date.

**3.12** Early years opening and closing times must be observed as they impact legal, contractual and wellbeing commitments to staff. Our designated opening and closing times are set out in our [pre-school and pre-reception fee structure document](#) . We cannot provide Services before the designated opening time, and you will be refused entry to the setting. If you collect your child after the designated closing time, you will be liable to pay a surcharge of £10.00 for every 10 minutes, or part thereof, following the

designated closing time. For the avoidance of doubt, if you are 1-10 minutes late, you will be charged £10.00 and if you are 16-20 minutes late, you will be charged £20.00 etc.

#### 4. Child Safety and Well Being:

**4.1** If your child becomes unwell whilst in our care, we will contact you, or the emergency contact detailed on the Admission Form. If we consider that the child is not well enough to remain at the setting, you will be requested to arrange collection of your child as soon as possible.

**4.2** In the event a child is unwell at home, please do not bring the child to school and please inform the office of the reason for the absence.

**4.3** Every effort will be made to meet the unique needs of every child, working in partnership with other agencies as appropriate. If, despite our reasonable efforts, we cannot meet the needs of the child, we reserve the right to immediately terminate the Contract, and withdraw the child's place.

**4.4** In the event that your child becomes dysregulated, and/or has harmed staff or children and it is deemed by the School that it is not appropriate for them to remain at the setting you will be requested to arrange collection of your child as soon as possible. If, you refuse to collect your child, we reserve the right to immediately terminate the Contract, and withdraw the child's place

**4.5** You have a duty of care to notify us, in writing as soon as possible, of any changes to a child's special diet or medical condition, to ensure all appropriate measures are implemented, and required paperwork is updated. Any relevant information from a third party in relation to the child's medical or dietary condition must also be shared with the school.

**4.6** Under legislation, we are legally required to report immediately any significant safeguarding or wellbeing concerns about children in our care to the local authority safeguarding team. In these cases, we are required to follow the instructions provided by the experts involved (which may include a requirement not to inform you of such report).

#### 5. Treatment of Staff:

**5.1** We do not tolerate, under any circumstances, behaviour which is deemed to be threatening, abusive, discriminative or violent towards our management or staff teams. Such behaviour may be reported to the police; result in the termination of the Contract or the refusal to allow a person back on any of our premises in the future.

**5.2** If you have any cause for complaint about any of our early years or our staff, please see our complaints procedure which can be found on the [website](#): Key information/policies and procedures/complaints procedure.

## **6. Notice Periods:**

**6.1** To effectively manage early years staffing and resourcing, subject to clause 6.2, you must provide us with at least half a terms' notice in writing if you wish to terminate the Contract, increase or reduce the number of Standard Sessions. This is applicable both prior to starting and during your time with us. You remain liable for the payment of fess throughout the notice period. Requests for variations to hours should be made in writing to [office@greenleas.net](mailto:office@greenleas.net). Agreement from the Setting is required before any changes are made.

**6.2** Reducing the number of standard sessions requested prior to starting with us may result in the offered place being withdrawn, the Contract being terminated and your name being added to a waiting list for the new sessions required.

**6.4** All requests for a reduction in Standard Sessions are subject to availability, and we reserve the right to terminate the Contract if we cannot accommodate the request. It is important to note that required days may not be available in a reduced booking pattern.

**6.5** If you change your Standard Sessions you will be required to complete a new Central Bedfordshire Council Parent Agreement/Funding form. See 3.11 above regarding possible charges.

**6.6** If you wish to cancel an extra session, you must provide us with at least 48 hours' notice in writing.

**6.7** If you fail to cancel an extra session, or reduce the number of standard sessions, in accordance with this clause 6, you will be liable to pay for the session(s) in full.

## **7. Termination:**

**7.1** In the event that the early years at which the services are offered (as set out in the Admission Form) needs to be temporarily or permanently closed, subject to availability, we will endeavour to offer an alternative place. If, despite our reasonable efforts, we are unable to offer a place at an alternative location, we reserve the right to terminate the Contract on written notice to you. If we offer you a place at an alternative location, but that location is not convenient for you, you may terminate the Contract on written notice to us.

**7.2** We reserve the right to terminate the Contract at any time with half a term's notice to you.

**7.3** You must comply with our policies and procedures (as updated from time to time) which can be found on our [website](#): Key information/policies and procedures/. If you fail to comply with such policies, we reserve the right to terminate the Contract on written notice and withdraw your child's early years place.

## 8. General:

**8.1 Closures:** We shall not be in breach of the Contract nor liable for any delay or failure (in whole or in part) to perform any of our obligations under the Contract if such delay or failure results from events, circumstances or causes beyond our reasonable control (including, without limitation, transport strikes, severe and adverse weather conditions, personal ill health or acts of terrorism) which necessitate the closure of the setting. Unless otherwise agreed in writing, refunds are not issued for such closures.

**8.2 Possessions:** Our premises are used by other children and the parents, carers, and guardians of other children. Therefore, we do not recommend that any valuable possessions are brought onto our premises, and we are not liable for any loss or damage to such possessions.

**8.3 Insurance:** Details of our insurance cover, as required by law, are available from the school office on request.

**8.4 Variation:** It may be necessary to adapt our terms and conditions to reflect changes in law or new arrangements and fees relating to the provision of the services. We will notify you of any impending changes by email least six weeks prior to their implementation.

**8.5 Personal Data:** Please see our privacy notice, which can be found on our [website](#): Key information/policies and procedures/ which explains how we collect, store and use personal data about you and your child(ren).

**8.6 Assignment:** We may at any time transfer our rights and obligations under the Contract to another organisation. You may only transfer your rights or obligations under the Contract to another person with our written consent.

**8.7 Third Party Rights:** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

**8.8 Severance:** Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**8.9 Waiver:** If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevents us from taking steps against you at a later date. For example, if you are late paying and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**8.10 Entire Agreement:** These Terms and Conditions and the Registration Form constitute the entire agreement between the you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

**8.11 Writing:** A reference to “writing” or “written” includes email.

**8.12 Governing Law and Jurisdiction:** The Contract is governed by English law and you shall bring any legal proceedings in respect of the Contract in the English courts.