



## **PROVIDER-PARENT/GUARDIAN CONTRACT**

### **TERMS AND CONDITIONS**

Welcome! We are governed by many rules, regulations and also a good deal of legislation. We take our responsibilities very seriously and in that regard we have to be very clear to our parents and carers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

When you enrol your child in Sleepy Hollow Group you are agreeing to the terms and conditions below. Please also read over all policies (found on our website [www.sleepyhollowgroup.com](http://www.sleepyhollowgroup.com) or if required we can provide you with a hard copy of these approx. 120 pages).

Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time here at Sleepy Hollow is dependent on the partnership between you and our parents and carers. Please don't hesitate to let us know if you wish to discuss the terms further.

#### **1.0 Payment and fees:**

##### **1 Booking and Registration**

- 1.1 The booking is not complete until the enrolment form has been signed and returned to us along with the agreed registration fee:
- £25 nonrefundable wraparound units
  - £50 for our day Early Childhood Centre (£25 of which will be deducted from your first invoice).

##### **1.2 Changes to bookings**

Changes to your booking before the start date – We will endeavour, but cannot guarantee, changes that do not reduce the number of sessions booked, to swap days for example, or changes to increase the number of sessions booked, Decreasing the number of sessions booked will be reasonably considered and taking into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking if we cannot accommodate the changes requested.

Changes to your booking after the start date – Swapping or increasing sessions can be considered as detailed in the previous point. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list or you may wish to terminate the booking giving one FULL calendar months' notice i.e. If

received by 1<sup>st</sup> September, then that will take effect 1<sup>st</sup> October. However, if we receive it on 5<sup>th</sup> September that will not take effect until 1<sup>st</sup> November.

### 1.3 Settling In sessions

Prior to making your booking we can provide up to 5 settling in sessions free of charge in our Early Childhood Centre and 1-2 hours in our afterschools settings (of your child needs more than this please discuss with unit manager)

In the unlikely event that a child does not settle at Sleepy Hollow, (1) the parent / carer may terminate the booking with 2 weeks' notice. (2) Sleepy Hollow Group reserves the right to terminate the booking giving 2 weeks' notice if we feel have acted with all due care to settle a child and in our opinion it has been unsuccessful. Before taking such action, we will investigate any special needs resource that might be available to help settle the child.

1.4 Sleepy Hollow Early Childhood Centre is closed on the following bank holidays : 1<sup>st</sup> January, St Patricks Day (depending if school is closed), Easter Monday, Easter Tuesday, May Day bank holiday, 12<sup>th</sup> & 13<sup>th</sup> July, August Bank holiday, Christmas Day, Boxing Day, 27<sup>th</sup> December in lieu of St Patricks , (we will also close from 28<sup>th</sup> until the first weekday after 1<sup>st</sup> January – therefore are closed from 6pm on Christmas Eve right through to New Year).

1.5 Sleepy Hollow Wraparound Branches are closed on the following bank holidays : 1<sup>st</sup> January, St Patricks Day (depending if school is closed), Easter Week, May Day bank holiday, Week of 12<sup>th</sup> July bank holidays, August Bank holiday, Christmas Day, Boxing Day, 27<sup>th</sup> December in lieu of St Patricks , (we will also close from 28<sup>th</sup> until the first weekday after 1<sup>st</sup> January – therefore are closed from 6pm on Christmas Eve right through to New Year).

### 1.6 Charging Policy

#### Wraparound Units

- Your daily/monthly fee will be as listed on your booking.
- You are charged for your set days during term time i.e. If booked Monday, Tuesday Wednesday you are charged for all of these days in each calendar month term time. You will not be charged during school holidays unless you book for these. Term time includes both the first day and last day of term even if school closes early on either of these days. Likewise, if your child is off sick, or for any other absence during term time, fees are due as normal.
- Holiday bookings will be made via an online form which Sleepy Hollow will provide. Bookings are confirmed once made and cannot be cancelled, refunded, or swapped.

#### Early Childhood Centre

- You are charged a set monthly fee which will be given to you at registration stage. Two free weeks are incorporated into Early Childhood Centre fees for FULL time children only. We cannot refund or swap days if your child attends with us on a part time basis if 1. Your child is off sick or on holiday 2. The attendance falls on a bank holiday. We will endeavour to offer alternative days for any part time

families affected by our closure over Christmas week, but those days will be at our discretion and when we have availability

- 1.7 There is a late fee of £5 per staff member for each 15 minutes you are late collecting your child. It is normal policy that two staff members will wait – these late charges are paid directly to the staff members and not to Sleepy Hollow.
- 1.8 Payment is due by 28<sup>th</sup> of each month if paying by cheque, or three clear calendar days before the end of the month if paying by childcare vouchers or debit/credit card. If any parent has a query about an invoice they should contact our Finance Manager Mrs Pauline Bradshaw on 02894339031 or via email [pauline@sleepyhollowgroup.com](mailto:pauline@sleepyhollowgroup.com). Note Pauline works off site most afternoons so is only contactable between 9.30-11.30 am Monday – Friday. We accept all childcare vouchers and are already registered with most providers. We also accept tax free childcare payments. Note there will be a late fee charged if payment does not reach us by the dates above. All childcare is paid monthly in advance.
- 1.9 Fees will be reviewed on 1<sup>st</sup> March each year and the normal annual increment is 3% (if it is higher or lower than this we will notify parents at least a month in advance). We reserve the right to have an incremental increase during the year if external circumstances mean that we have no alternative but to increase costs.
- 1.10 Sleepy Hollow reserves the right to charge interest on late fees at the rate of £25 per calendar month. For re-presented cheques a minimum charge of £25 will be made. Children may be excluded from Sleepy Hollow if fees remain outstanding beyond 14 days from their due date.

## 2.0 **Termination or Changing Days**

- 2.1 Termination: (Please refer to policies section under TERMINATION for explanation of "termination period") When terminating childcare or changing days we require one full calendar months' notice in writing i.e. If received by 1<sup>st</sup> September, then that will take effect 1<sup>st</sup> October. However, if we receive it on 5<sup>th</sup> September that will not take effect until 1<sup>st</sup> November. You will still be liable for childcare charges during this period.
- 2.2 Specifically, we reserve the right to end this agreement with immediate effect if:
- you have not paid the agreed fees
  - you have breached your obligations under this agreement, and you have or cannot put right that breach within a reasonable period of being requested to do so
  - your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in Sleepy Hollow
  - financial, business or commercial reasons compel us to radically change the nature of Sleepy Hollow's operations, including but not limited to permanent closure of Sleepy Hollow, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

- 2.3 We may suspend the provision of childcare for any of the above reasons and in addition, if:
- your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at Sleepy Hollow. The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer.
  - where forces beyond our control compel us to either close Sleepy Hollow or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from Sleepy Hollow, industrial action affecting travel to and from Sleepy Hollow, an investigation or any other reasonable incident not in our control. In the event that Sleepy Hollow is compelled to close in reasonable circumstances beyond our control we are NOT ABLE to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature and length of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if Sleepy Hollow has been negligent.

### **3. Agreement to Policies and Procedures**

When enrolling your child into Sleepy Hollow we take this as confirmation that you have read and understood our policies and procedures – copies on our website or hard copies are available on site.

Enrolment Procedures: Parents must attend settling in sessions in order to discuss your child's specific needs.

### **4 Staffing**

4.1 Staff are checked on commencement with Sleepy Hollow through the access NI and Social Service vetting process to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, personal and employment references, medical checks and where applicable visas or permits to work in the UK

4.2 Sleepy Hollow observes the Childcare regulations relating to staff and children's ratios, currently 0-2 years 1:3, 2-3 years 1:5 and 3 to 5 years 1:8, 5 to 12 years 1:10

4.3 Where a member of staff, within 3 months of leaving the employment of Sleepy Hollow, is employed by a parent/carer to care for their child, who was previously registered at Sleepy Hollow, then the parent / carer will be liable to pay a sum equivalent to two month's salary for the employee at the time their employment with Sleepy Hollow terminated.

4.4 If a member of staff is asked to take a child home out of Sleepy Hollow hours it is the responsibility of the parent to ensure that the driver has appropriate insurance, that the car is roadworthy and that car seats are available. Sleepy Hollow requires written confirmation from the parent/carer of the child being taken home by a member of staff.

4.5 Parents/carers may ask staff to baby-sit outside Sleepy Hollow hours. This is a contract between parent/carer and the member of staff, and Sleepy Hollow takes no responsibility.

## 5 Health, Safety and Absence

5.1 It is understood that Sleepy Hollow is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Children Policy.

All of our staff received child protection / safeguarding training on appointment. We would draw your attention specifically to our safeguarding policy and would take this opportunity to advise you that our Designated Safeguarding Officers are :-

*Bronagh Creery 07920111417*

*Dee Edwards 07908 538401*

*Diane Koplewsky 07872019888*

We can be contacted on the above numbers at any time if you any safeguarding concerns.

5.2 Intimate care can be provided by a male or female member of our staff and can include feeding, washing, dressing, toileting and nappy changing. In instances where a parent or carer has requested that a particular member of staff perform certain activities, other members of staff will be informed and a full explanation given. Naturally, any confidentiality will be observed. Furthermore, Sleepy Hollow will ensure that practitioners' employment rights are not infringed.

5.3 Sleepy Hollow is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and carers must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.

5.4 In fairness to all our staff and to the clients and children that use our facilities we expect reasonable standards of behaviour at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of Sleepy Hollow. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents / carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

5.5 All Early Childhood Centre meals, and afterschools snacks, are prepared on site with consideration to provide a well-balanced diet. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is displayed on the notice board/door. Please ensure you keep us notified about your child's dietary needs and preferences. A specialised menu will be agreed with parents in the event of allergies.

5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Sleepy Hollow to contact the parents but failing this, we are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source. We will administer prescribed medicines if parents complete a 'Medicine Consent' form; however, the first dose of medicine must be given at home and parents must take all medicines home at the end of each day unless otherwise agreed.

5.7 We may require parents to withdraw their child from Sleepy Hollow, in the event that they require special medical care or attention, which is not available or refused by parents or it is considered that the child is not well enough to attend Sleepy Hollow. We may also ask parents to withdraw their child from Sleepy Hollow, if we have reasonable cause to believe that they are or maybe suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at Sleepy Hollow may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at Sleepy Hollow; however, we will publish infection notices in Sleepy Hollow to keep you informed. Parents are requested to inform Sleepy Hollow if their child is suffering from any illness or sickness before attending.

5.8 Parents are requested to inform Sleepy Hollow of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform Sleepy Hollow of any changes/progress to the condition, in writing, when they become aware. Parents are requested to inform Sleepy Hollow of any changes to key information.

5.9 Children who are unwell should not attend Sleepy Hollow. Children who have suffered from sickness or diarrhoea will not be admitted back to Sleepy Hollow within 24 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorised contacts will be called.

5.10 We suggest that all personal toys, books or other equipment are left at home. Comforters can be brought into Sleepy Hollow.

5.11 Sleepy Hollow provides a car park at Early Childhood Centre, and street parking/car park in our afterschools settings when dropping and collecting your child. Please ensure your child is supervised at all times in the car park. Do not park close to the buildings and be aware of your speed. Sleepy Hollow is not liable for any accidents or injury whilst customers are using the car park.

5.12 Children should come in normal day clothes. Please avoid 'designer' clothes as accidents can happen. Two changes of clothes should be provided for Early Childhood Centre children and one for afterschools, in a labelled bag. Please label your child's clothes to help avoid items going missing or being misplaced. Sleepy Hollow does not accept responsibility for accidental injury or loss of property, although we take very good care of child property whilst in Sleepy Hollow.

5.13 Sleepy Hollow does maintain those insurances required by law. Details are posted in the Parents Notice Board and on the parents' section of our website.

## 6 Security and Publicity

6.1 As part of Sleepy Hollow's fulfilment of the ensuring we are meeting and recording children's milestones in our Early Childhood Centres we regularly photograph and sometimes video the children taking part in their activities. Likewise, we will do this to record our day and fun in afterschools. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows

(1) Photographs in Sleepy Hollow are only taken with Sleepy Hollow cameras or authorised devices such as Tablet computers.

(2) Staff mobile phones with or without cameras are not allowed in the playrooms outdoors.

(3) Photographs taken of the children are stored on Sleepy Hollow computer and are password protected.

(4) Photographs are vetted for suitability before being printed or published. (5) All children are dressed appropriately before pictures are taken.

(6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. (

7) Parents are requested not to use their mobile phones within Sleepy Hollow premises unless absolutely necessary. If you do not wish your child to be photographed or recorded, please indicate this on your child's enrolment form

6.2 If your child is going to be collected by someone other than yourself the Manager will require prior notification and present Photographic ID. It is the responsibility of parents to keep us informed of any changes in contact numbers. Note children will not be allowed to leave with anyone under the age of 18 as stipulated in the Minimum Childcare Standards

6.3 Under no circumstances will the child be allowed to leave Sleepy Hollow with anyone unknown to Sleepy Hollow staff unless the parent or carer has previously arranged this. If the parent / carer has made alternative arrangements by telephone, Sleepy Hollow will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at Sleepy Hollow. A list of responsible adults who are authorised to collect the child should be given to Sleepy Hollow Manager.

6.4 We observe The Data Protection Act 1998. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular the Act states that personal data relating to individuals must be stored securely and only used for legitimate purpose. We have an in depth policy on Data Protection and GDPR

## 7 Other

7.1 If you have any complaints about the service that we are offering, can you please in the first instance contact the setting Manager or alternatively follow the Complaint Procedure documented in our policy booklet

7.2 We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending Sleepy Hollow. We will give you at least one month's written notice of such change.

7.3 We will not be in breach of these terms or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event

outside its reasonable control including 'acts of God', fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action. See section 4 for more information.

7.4 Acceptance of this agreement is implicit when you sign our booking document and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact Sleepy Hollow Management as soon as possible. We will do our very best to resolve the issue. Thank you

Note by enrolling your child into Sleepy Hollow via the Family app system you are agreeing to all of our terms and conditions both in this agreement and on your child's enrolment form.