

## YMCA Fairthorne Group Childcare Terms & Conditions.

1. These Terms and Conditions are subject to amendment and parents / carers will be notified in writing of any changes made. Where parents continue their childcare provision with us, we assume acceptance of these. Please also see YMCA Childcare Policies and Procedures which are available on our website.
2. By using our childcare, we assume acceptance of our Terms & Conditions.
3. We reserve the right to terminate your child's place if the Terms and Conditions are not adhered to.

### Fees and charges

4. Childcare fees are due monthly in advance and must be paid by Direct Debit, Tax Free Childcare or childcare vouchers. Any additional sessions booked must also be paid for in advance. If you have difficulties with this payment method, please discuss with the nursery finance team. Where fees are not paid before the session, we reserve the right to terminate your child's place with immediate effect and 1 month notice period payment would still apply (as per section 12).
5. Any overpayment of fees will be retained on your account for use on the following or subsequent months invoice and no refund offered. If your account is still in credit when your child leaves our childcare, we will refund any remaining overpayments. An administration charge of £25 will be made for refunds of overpayments. See section 14 for further information on Childcare Voucher refunds.
6. An administration charge of £25 will be made for any instance of a failed Direct Debit payment.
7. Fees will normally be reviewed annually. However, YMCA reserves the right to review and amend at any time. In all cases, at least one month's notice of any changes will be given.
8. If an agreement has been made for your fees to be paid by a third party (such as a University or Job Centre Plus), we must receive satisfactory written confirmation that the third party will be responsible for the fees. Until such written confirmation has been received, you remain responsible for the settlement of all fees.
9. Upon confirming your child's place, a proportion of the first month's fees as a deposit is required (see price list for amount). This deposit is payable for each child, per day (or part of day) reserved, e.g. the deposit for 2 children attending 3 days a week will be 6 x deposit fee. Fees do not apply to funded sessions and no deposit is required for fully funded children or extended school provision .
10. Deposits paid will be offset against your first month's fees providing the following conditions are met:
  - a) The offered place is taken up on or before the agreed start date.
  - b) All days of the week that have been reserved are taken up for at least 1 month. If you choose to take fewer days than initially agreed the corresponding number of days deposit will not be returned, e.g. If 2 children drop from 3 days per week to 2 before starting, only 4 x deposit fee will be offset against the first month's fees.
11. The first month's fees must be paid in full on or before the first day your child attends one of our settings.
12. If you wish to withdraw your child from the setting, one month's written notice of your intention must be given, or one month's fees paid in lieu of notice. For funded children, this charge is not covered by funding and if you do not provide one month's notice of intention to withdraw your child(ren), you will become liable for payment of fees in lieu of notice and charged one month's fees according to your attendance pattern.

13. If you wish to reduce your child(ren)'s sessions, one month's written notice of your intention must be given, or one month's fees according to their current attendance pattern paid in lieu of notice. Please note if you do reduce your sessions, we cannot guarantee they will remain available to you in the future.
14. All regular sessions must be paid for regardless of whether your child(ren) is in attendance at the childcare setting on that day.
15. Each YMCA setting may implement local discount schemes.

### **Childcare Vouchers and Tax Free Childcare**

16. If you wish to pay for childcare using childcare vouchers and tax free childcare, these additional Terms and Conditions apply:
  - a) If your account is in credit at the end of a month due to overpayment by childcare vouchers, the credit will be retained on your account for use on the following or subsequent months invoice. No refunds are offered.
  - b) If your account is in credit when your child leaves our nursery/pre-school, childcare voucher and tax free childcare refunds can only be made through the childcare voucher / tax free childcare system due to their tax-free element. Refunds can only be made to those childcare voucher providers that will accept refunds as not all providers offer this service. If the amount of childcare vouchers / tax free childcare to be refunded does not exceed the amount paid by other payment methods (cash, credit / debit card or cheque) within the current tax year, this can be refunded to you by a bank transfer. Alternatively, the credit can be used against other relevant YMCA childcare such as school holiday Daycamps. An administration charge of £25 will be made for refunds of overpayments.
  - c) Childcare fees are due in advance by the first of each month. If you receive your childcare vouchers or tax free childcare payment later in the month than this they will be attributed to the following month's fees.
17. We reserve the right to stop accepting childcare vouchers from any provider.
18. If for any reason we are unable to redeem your childcare vouchers, you will be responsible for payment of the fees due by another payment method.

### **2, 3 and 4 year old funding**

19. Most children will be eligible for 3 and 4 year old funding, starting from the term after their 3rd birthday; some 2 year olds are also eligible. Please check your entitlement with your Nursery Manager.
20. If you intend to use this funding at more than one setting within a term you must notify us.
21. Some parents of children aged 3 and 4 years are also eligible for extended funding. In these cases, parents are responsible for securing the eligibility code from their local authority and completing the required Early Years funding paperwork. Failure to do so, may prevent YMCA from accessing the funding for your child.
22. Any consumable charges for funded sessions will be charged monthly and payment must be made in line with our standard fee payment procedure as stated in clause 4.
23. Fees will be charged for any hours taken in excess of your funding entitlement.

24. Meals are not included within the funding provision and these are charged separately. Payment must be made in line with our standard fee payment procedure, stated in clause 4.
25. If for any reason we are unable to claim funding for your child, you are responsible for payments of the fees due.

### Opening Dates and Times

26. Our settings are closed on all English bank holidays (dates to be advised annually) and for some settings also between Christmas Day and New Years Day inclusive (this will be locally advised). Fees are not charged for these days when the setting is closed.
27. In the event of unavoidable closures, refunds would not normally be granted unless at the discretion of the YMCA.
28. Children are not permitted on the premises outside of setting opening times or, in the case of shorter sessions, before or after the session time booked. A late collection fee will be charged per child per 15 minutes (or part thereof); the fee level is detailed on the session times and fees list.

### Health

29. Any medication your child needs to take whilst they are within YMCA care will be taken in line with our First aid, injury, medication and illness procedure. This notes that the medication must be clearly marked with the child's name and dosage instructions and must be handed to a member of staff who will enter detail into a medication form and ask parents to sign the entry. Medication must never be left in a child's bag.
30. A child who, in the opinion of the management, is obviously ill when they arrive at the setting will not be accepted. This includes children who have been given medication (such as paracetamol) that may have masked symptoms. If your child becomes unwell during the session we will contact you and, if necessary, ask you to collect your child. In addition to children who are unwell, children with any ailments considered infectious or contagious will be excluded from the setting for the period of time identified in the "Guidance on Infection Control in Schools and other Childcare Settings" poster on display, and in our procedures.
31. It is a requirement that all children must have followed the NHS vaccination schedule to prevent the spread of potentially life threatening diseases. Please see <https://www.gov.uk/government/publications/routine-childhood-immunisation-schedule>. Parents will be asked to confirm their child's vaccination status annually,
32. If a protected characteristic is identified to YMCA, YMCA will make reasonable adjustments to accommodate the needs of that child.
33. Children attending childcare with an injury, however small, whether it happens at home or in the setting, must be recorded in the accident file. This is an Ofsted registration requirement.

### General

34. Please notify the management if someone else will be collecting your child. Photo identification e.g. driver's licence or passport, plus a passcode will be required. Children will only be allowed to be collected by persons other than their parents, when the setting has prior parental consent.

35. Parents are responsible for ensuring all details held by YMCA staff are kept up to date. It is essential that YMCA staff can contact parents and emergency contacts at all times during the day.
36. All personal data that you provide will be held and processed in accordance with the requirements of the General Data Protection Regulations (GDPR). As per Ofsted requirements, we will share information about your child with other childcare settings or schools that they attend.
37. In the interests of safeguarding, we may need to share information with other childcare professionals regarding your child. We will inform you of this information sharing as soon as possible; the protection and wellbeing of children in all cases takes priority.
38. YMCA does not accept any responsibility for loss of or damage to any toys, equipment or property that children bring to, or leave at, the setting.
39. All of our nursery and pre-school settings use an interactive on-line learning journal (I-Connect) to record and store all observations and assessments relating to each child. It is a safe and secure system enabling parents and carers to access their child's learning journey at any time. Photos/Videos will not be used for other purposes unless parental permission is granted.
40. YMCA will not tolerate behaviour which may cause staff to feel threatened, abused or frightened. In the event of such behaviours, we reserve the right to withdraw a childcare place with no refund of fees.