

# Nursery Service Contract and Charging Information for Parents/Carers

#### Term time only offer (38 weeks a year)

For the term time only offer your child can attend nursery usually for a minimum of 15 hours for the universal funded offer, or for 30 hours if you are eligible for the extended funded offer.

We can then offer (subject to availability) further hours at a chargeable rate as shown in our attached fees information sheet.

#### All year round offer (50 weeks a year)

For 15 hour nursery places that you would like to stretch across the whole year, this is calculated as 11.25 funded hours per week and you may be required to pay for the additional 3.6 hours per week to make up the minimum 15 hours placement each week, if this is the only offer available.

For 30 hour nursery places that you would like to stretch across the whole year, this is calculated as 22.3 funded hours per week and you may be required to pay for the additional 7.7 hours per week to make up to the minimum 30 hours placement each week, if this is the only offer available.

#### **Admissions Policy**

The nursery has an admissions policy, which is activated in the case of oversubscription. Places are allocated on a first come first served basis. In the event of competition for places, siblings are given priority on place allocation.

A Nursery registration of interest form can be found on our website or by contacting the nursery directly. The nursery will make contact with you at least a term before your child is due to start.

The admission policy is available upon request.

# **Notice Period**

The nursery requires six weeks' notice to change (subject to availability), reduce, or cancel sessions. In the event of a reduction in sessions or withdrawal of a child with less than six weeks' notice, full payment is required for the entire six weeks' notice period regardless of actual attendance.

#### The Service

The nursery will look after and provide appropriate care and attention for your child during the sessions indicated above and at such other times as are agreed with you. The nursery will provide an appropriate curriculum in accordance with your child's interests and needs, as well as providing sleeping and nappy changing facilities as necessary.

# **Opening Hours**

Monday to Friday 7.30am to 6.00pm.

# **Planned Closures**

The nursery is closed for a two week period over Christmas and New Year and also for four professional development (training) days, which are spread out over the year. In addition, the nursery is closed for all bank holidays. The nursery does not charge for the Christmas closure period, professional development days or bank holidays.

John Bear's Nursery supports the entitlement to free 15 hour early years provision for 2, 3 and 4 year olds. In addition we also offer the 30 hour free childcare to those families who meet the criteria. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare only. It is not intended to cover the cost of meals, consumables, additional hours or additional services.

# **Early Education Funding**

Universal free 15 hours (or 30 hours) provision is available from the term following a child's third birthday up until they reach the compulsory school age, for every child, irrespective of background or circumstances.

Up to 15 hours funded provision is available from the term following a child's second birthday if you are in receipt of certain benefits or you are a working parent.

# 2 year olds

If you are eligible for funding because you are in receipt of certain benefits, you will need to obtain a NEO code using this link <u>https://fiso.norfolk.gov.uk/synergy/Enquiries/Citizen/EarlyYears.aspx</u>

If you are eligible for funding because you are a working parent, you will need to obtain an eligibility code using this link <u>https://www.gov.uk/check-eligible-free-childcare-if-youre-working</u>

# 3 and 4 year olds

For the universal 15 hours funded childcare a funding form issued by nursery needs completing

For the additional 15 hours funded childcare (30 hours in total), you will need to obtain an eligibility code using this link <u>https://www.gov.uk/check-eligible-free-childcare-if-youre-working</u> A funding form issued by nursery will also need to be completed.

The free entitlements will be delivered consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.

The entitlement is offered free. Parents/carers will not be charged a "top-up" fee to recoup the difference between the amount received from the Local Authority and the current hourly rate.

Regulations prescribe that children become eligible for free early years provision on the dates set out below:

# 2 year olds

A child born in the period	Will become eligible for a free place
1 <sup>st</sup> April to 31 <sup>st</sup> August	1 <sup>st</sup> September following the child's 2 <sup>nd</sup>
	birthday (Autumn Term)
1 <sup>st</sup> September to 31 <sup>st</sup> December	1 <sup>st</sup> January following the child's 2 <sup>nd</sup> birthday
·	(Spring Term)

1 <sup>st</sup> January to 31 <sup>st</sup> March	1 <sup>st</sup> April following the child's 2 <sup>nd</sup> birthday
	(Summer Term)

# 3 and 4 year olds

A child born in the period	Will become eligible for a free place
1 <sup>st</sup> April to 31 <sup>st</sup> August	1 <sup>st</sup> September following the child's 3 <sup>rd</sup>
	birthday (Autumn Term)
1 <sup>st</sup> September to 31 <sup>st</sup> December	1 <sup>st</sup> January following the child's 3 <sup>rd</sup> birthday
	(Spring Term)
1 <sup>st</sup> January to 31 <sup>st</sup> March	1 <sup>st</sup> April following the child's 3 <sup>rd</sup> birthday
-	(Summer Term)

Early Education is offered within the national parameters -

- no session to be longer than 10 hours;
- no minimum session length (subject to the requirements of registration on the Ofsted);
- not before 6.00am or after 8.00pm; and
- a maximum of two sites in a single day.

All families are entitled to claim up to 570 funded hours per year for 3 and 4 year old children from the term following their third birthday. Government funding advised as "15 hours per week" refers to a term time only calculation. The nursery offers a choice of term time (38 week) or all year round (50 week). These funded hours can be accessed in addition to any other sessions or a reduction can be given from the cost of extended day care. The nursery cannot guarantee that free sessional places will be available, although children already attending the nursery are prioritised. Early Education cannot be claimed for certain absences. Further details on early education is available through the Norfolk County Council Parents booklet: <a href="http://www.schools.norfolk.gov.uk/Early-stage/FinanceandFunding/NCC121619">http://www.schools.norfolk.gov.uk/Early-stage/FinanceandFunding/NCC121619</a>

We are also able to provide the 30 hours entitlement to eligible families. This will entitle you to claim 1140 hours per year. We require the eligibility code, National Insurance number and child's date of birth as well as consent to action an initial check of eligibility. Parents/carers are responsible for checking their continued eligibility regularly online via HMRC to avoid incurring charges. If you would like your child to attend the nursery for additional hours/sessions above the 15/30 hours available, the costs are calculated according to the nursery fee prices. The free entitlements will be delivered consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables. To confirm your child has reached the eligible age for the free entitlements, you will need to provide documentation to evidence your child's date of birth. A copy will not be retained, but may be requested again at a later date. We will work with parents/carers to ensure that as far as possible the hours/sessions that can be taken as free provision are convenient for parents'/carers' working hours.

# **Nursery Sessions**

If your child is not entitled to funding or wishes to attend additional sessions (up to 50 weeks per year), our fees are shown on our fees information sheet and session times are shown below:

Session and time

Session 1 – 7.30am to 9.00am

Session 2 – 9.00am to 12.00pm
Session 3 – 12.00pm to 3.00pm
Session 4 – 3.00pm to 4.30pm
Session 5 – 4.30pm to 6.00pm
Whole day (maximum of 10 hours)

#### **Additional Charges**

The additional charges apply to all nursery users regardless of whether you are taking advantage of the 15/30 hours' free entitlement or self-funded. Charges are shown on our Nursery Fees Information Sheet. Please refer to the nursery's essential guide for parents/carers for further details about providing food, nappies, nappy sacks and wipes for your child.

#### Invoices and payment of fees

Invoices will be sent out at the beginning of each term. Invoices can be paid either by:

• paying in full immediately; or

• paying in two instalments, half immediately on receipt of invoice and half within six weeks of the invoice date.

Payments can be made by standing order or BACS. We also accept childcare vouchers through some schemes run by many employers. Please see the nursery operations manager for further advice.

The bank details for John Bear's Nursery BACS payments are as follows:

Norfolk Country Council John Bears Nursery

Sort Code: 20-62-61

Account Number: 00989290

Please use your invoice number/child's name as a reference.

Our Ofsted registration number is: 120988

Additional invoices will be raised for extra hours (outside of the Nursery Service Contract) and these must be paid in advance of the hours being used. All non-funded hours will be charged at the current hourly rate.

The invoice will be itemised to provide clear and transparent information concerning the charges as agreed in the Nursery Service Contract. It will allow parents/carers to see that the entitlement is received completely free of charge and understand additional fees that have been applied.

No reductions can be made for children's absences, including family holidays in non-funded contracted hours.

Parents/carers are responsible for checking their invoices to ensure the correct contracted hours have been charged and correct early education funding amounts have been claimed. In the event of an undercharge due to split-funding, the amount will be invoiced with the usual payment terms.

# **Fee Payment Policy**

In order to run our high quality childcare setting it is essential that fees are paid on time. Childcare fees are invoiced termly. The date that the invoice is due to be paid will be printed on the invoice. Ad hoc invoices are issued and due by the date on the invoice unless stated otherwise.

Childcare should be paid for immediately to secure the child's place and allow for staff planning in accordance with OFSTED regulations.

#### Any account falling into arrears will trigger the following procedure:

- Text a polite reminder that fees are due soon;
- Text to say that fees are now overdue;

• If an account falls into arrears a reminder invoice will be issued to bring account up to date within 5 working days; • If this fails, a letter will be issued informing that if account is not paid in full within 5 working days, the account arrears will be passed to a Norfolk County Council to recover via the small claims court and the child will be unable to attend nursery for any non-funded hours. In addition, a charge equal to 10% of the balance owed will automatically be added to your account.

At any point in this process the Headteacher may choose to intervene and discuss the outstanding invoice with the parent/carers directly.

#### Any child leaving the setting with outstanding fees will trigger the following procedure:

• In order to give a last opportunity to settle an account, the parent/carer will be informed of the date that information will be passed to Norfolk County Council.

• If the account is not settled it is out of the hands of the setting, and all payment **plus any additional charges** incurred by Norfolk County Council will have to be paid to them.

# Deposit

The deposit of £25 needs to be paid before any reservations are confirmed. Deposits are applied to an account as a payment for either non funded sessions or for snack and activity money until the deposit has been fully used. If a settling period has been attended at reduced cost and the decision is made not to begin your permanent sessions, the settling period will then be charged for. Part or full payment will be taken from the deposit fee already paid.

# **Registration fee**

The nursery charges a £10.00 registration fee once a childcare place has been offered. This is voluntary for those families whose child(ren) only access the funding entitlement. On receipt of a registration fee, your child will be provided with a John Bear's Nursery book bag and their learning journey will be created. Additional items can be ordered from the nursery office.

# **Retainer fee**

The nursery reserves the right to apply a fee (100% contracted hours at current hourly rate) to keep a place open for a long period of absence.

#### Increase in fees

The nursery may increase fees and will give you written notice of any change at least four weeks in advance.

#### Absences

If a child will not be attending a scheduled session you should notify the nursery by telephone by 9.30am or 12.30pm (if attending an afternoon sessions). You should also give the nursery as much notice as possible if you know in advance that your child will not be attending. Our register documents form part of our duty to effectively safeguard children.

Please note that normal fees are charged for any periods of absence, including family holidays in non-funded contracted hours. Please be aware that extended periods of absence may impact your child's funding.

#### Sickness

If your child becomes unwell while at nursery, we will contact you and discuss whether you need to collect your child. The nursery adheres to the 'Guidance on Infection Control in schools and other child care settings' (Health Protection Agency, 2010). The nursery also seeks advice through Norfolk County Council and the NHS on individual cases.

If your child has sickness or diarrhoea, we will contact you and you must collect your child immediately. Your child will not be able to return until 48 hours after the last bout of sickness or diarrhoea.

If your child has contracted or been in contact with one of the communicable childhood diseases, you must notify the nursery as soon as possible so that we can make other families aware. Normal school exclusion periods will apply.

Please give consideration to the other users of the nursery if your child is unwell. If you are unsure whether your child is well enough to attend, please contact the nursery and ask a member of staff.

#### Medication

Should a child require prescribed medication to be administered while at the nursery, this may be given at the discretion of the Manager. You must complete a medication consent form.

The Nursery will not routinely administer non-prescribed medication e.g. Calpol. If a child needs Calpol because they are unwell, then they should not be attending Nursery. However, if non-prescribed medication is needed for pain relief then this may be administered at the discretion of the Nursery Manager. You will need to complete a medication consent form.

If a child shows symptoms of being unwell that requires 1 to 1 care, then the nursery reserves the right to contact the parent/carer to collect their child. This is to ensure the wellbeing of staff and other children.

#### Meals

Breakfast, snacks and tea are provided by the nursery and are included in the snack and activity fees.

All children need to be provided with a healthy packed lunch if they are staying over the lunch period. Please ensure if you provide grapes that they are cut in half.

The nursery requires that certain foods e.g. nuts are excluded from packed lunches due to allergy requirements. We reserve the right to extend this in response to children's allergies as necessary.

As part of the admission process you will be required to confirm all specific dietary needs and all food allergies your child has so that a substitute can be provided and where appropriate suitable care can be given.

# Smoking

The nursery operates a no smoking or vaping policy both inside and outside the nursery and its grounds.

# Notification

You must notify the nursery if any of the following events occur:

- Your child suffers from, or has been in contact with, any communicable disease.
- Your child has any additional needs.
- Your child is to be collected from the nursery by someone other than you.
- Your child will not be attending a pre-booked session.
- Change of any information provided at registration.

# You must immediately notify us of any change in emergency contacts or your child's doctor, address, or your telephone numbers or workplace.

#### Late collection

An extra charge will be made for the late collection of a child.

If you collect your child more than 5 minutes late (calculated using office digital time) we will issue a polite reminder. For subsequent occasions there will be an additional charge of £30 per late collection and a surcharge of £10 per 15 minutes after the first  $\frac{1}{2}$  hour. This covers the basic cost of keeping two senior staff members on site to care for a child "after hours". If a parent/carer is not on time to collect a child, the nursery must operate within legal ratios and limits.

# Loco parentis

Once a child has been registered with the nursery, the nursery staff will act "in loco parentis" during the time the child is attending the nursery, both on and off the premises, until you collect the child. In the case of an accident or emergency, or in the event of illness, the nursery reserves the right to take such actions as are deemed necessary, including hospitalisation and the administering of anaesthetics, even if you have not or cannot be informed.

# **Inclusive practice**

We welcome children and families from all social, cultural and religious backgrounds. We value the diversity of family structures and life-styles. We aim to create a rich and diverse nursery environment to reflect the social and cultural diversity in our communities.

We recognise that all children in the nursery have a right to be listened to, respected, valued and protected from all forms of discrimination.

Please refer to the SEND and Inclusion Policy concerning the SEND support on offer to children and how we support families to choose the right setting for their child with SEND.

We aim to identify all children that may attract any additional funding such as EYPP, DAF, SEND, Inclusion Fund and any locally available funding streams with a view to submit a claim/application to support and improve their outcomes.

# **Data Protection**

Records will be held on computer and on written files. Only records that are essential to the nursery operation and applicable regulations will be requested. In accordance with the General Data Protection Regulations, if parents/carers do not agree to records being kept in this way, they should write to the Nursery Operations Manager. Please see our privacy notice on our website for further information.

#### **Personal Items**

All personal items brought to the nursery should be named. We cannot accept responsibility for lost items.

#### Liability

The nursery will not be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside our reasonable control.

#### Complaints

Our complaints policy is available upon request.

Where parents/carers are not satisfied that their child is receiving the free entitlement in the correct way (as set out in this funding agreement and in Early Education and Childcare Statutory Guidance for Local Authorities March 2017), a complaint can be submitted directly to the Nursery Operations Manager.

#### Termination

This contract may be brought to an end by you or the nursery giving the other at least six weeks' written notice. The agreement will come to an end at the expiry of that six week period.

If a debt has been accrued and not settled in the agreed time scale, then the contract will be brought to an end by the nursery giving only one week's written notice.

Staff have a duty of care in all early years' settings to promote positive outcomes for all children, which are committed to building open and supportive professional relationships with families.

This means that everyone working in contact with children must endeavour to keep children safe and protect them from harm. This means that all adults have a statutory (legal) duty to report child protection or welfare concerns to Children's Services or the police.