



4 George Street, Grays, Essex RM17 6LY

T: 01375 800 979 E: [tsplaystudio@templesprings.com](mailto:tsplaystudio@templesprings.com) W: [www.templespringsbreakfastandafterschoolclub.com](http://www.templespringsbreakfastandafterschoolclub.com)

## **TERMS AND CONDITIONS OF CHILDCARE SERVICES.**

These terms and conditions are in relation to the child named in the contract which these pages are attached to. These terms and conditions form part of the contract between the parent/carer of the said child and Templesprings Childcare Service Ltd. The headings in the terms and conditions are inserted for convenience and shall not affect its interpretation.

### **1. Terms of reference.**

- 1.1. For the purpose of this agreement Templesprings Childcare Service Ltd. is hereafter termed as 'the Play Studio' and 'Service Provider'
- 1.2. For the purpose of this agreement parents or carers are hereafter termed as 'the customer'; their child is defined as 'child'.
- 1.3. For the purpose of this agreement the location from which the service is run is hereafter termed as 'the setting'

### **2. Opening Times**

- 2.1. The Play Studio year runs from 1st January to 31st December.
- 2.2. The Play Studio is open for 51 weeks of the year closing for the week between Christmas and New Year and on all bank holidays.
- 2.3. After School sessions are from School Pick up time till 6:30 pm and include tea and snacks.
- 2.4. Our Holiday Club Sessions run during the school holidays (we use the Thurrock Council Term Calendar). There are two club sessions which run and passes can be purchased for either of those sessions:
  - 2.4. The Day Pass is from 9:00 am till 3:00 pm and you're required to bring a packed lunch for your child(ren)
  - 2.4. The Extended Day Pass is from 7:30 am till 6:30 pm and includes breakfast, lunch, tea and snacks

### **3. Our Commitment**

We are Templesprings Play Studio. We provide a family-friendly environment with high quality care to meet the daily emotional, physical and social well-being needs of young children. As a professional OFSTED registered childcare provider, we will ensure:

- 3.1. Your child is safe, happy and in an inspirational environment;
- 3.2. Your child enjoys his/her time while in full-time or part-time childcare with us;
- 3.3. Your child is challenged by supporting them with their homework and providing an opportunity to learn life skills (i.e. musical, creative, cooking, languages and confidence building activities) in a relaxed and caring environment;
- 3.4. Your child is picked up and dropped off from local schools;
- 3.5. Your child has the proper nutrition for his/her growth and development. We provide home cooked and balanced meals by our Italian Chef/Nutritionist;
- 3.6. Your child is cared for with the utmost kindness, love and respect by our DBS cleared staff who love working with children.
- 3.7. You have total peace of mind while you are away.



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#### 4. Admissions and Induction Process

- 4.1. The first thing we encourage is for you to read our Terms and Conditions. This is very important as it sets out clearly what you need to know about the setting, your obligations when you enter into a contract with us and our commitment to deliver the service.
- 4.2. Parent/carer must then complete an online Registration Form & Contract for each child;
- 4.3. Parent/carer must sign the Registration Form & Contract, confirming they have read, understood and agree to abide by the terms and conditions of the setting prior to attending.
- 4.4. We require a lead time of up to 5 working days from when the Registration Form & Contract is submitted in order to process your application and complete our Induction process.
- 4.5. As part of our Admission and Induction process, our Staff will:
  - 4.5. be in contact to discuss your childcare service requirement.
  - 4.5. go through the schedule of payment, policies and procedures
  - 4.5. agree a date for your child's settling in period
  - 4.5. agree a date for the introduction to the school
- 4.6. Parent/carer must notify the school that Templesprings Childcare Services will be doing the collections and drop off.
- 4.7. Please note that children can only be collected at the official closing time of the school.
- 4.8. A New Starter deposit equating to one month's fees is required to secure your child's space. This is payable with the submission of your Registration Form & Contract.
- 4.9. The deposit is refundable in full after your child leaves the setting subject to one full month's notice given in writing to the Centre Manager, your account is up to date and all invoices are paid in full.
- 4.10. If all contractual obligations have been met, there is an option to use the deposit to pay the final month's fees. Otherwise, the deposit will be refunded a month after your last day.
- 4.11. An invoice for the first month's fees will be sent. The fee is payable prior to the agreed Start date.
- 4.12. Upon receipt of the signed Registration Form & Contract, payment of the fees and new starter deposit, a place will be reserved in the setting.
- 4.13. An Offer of Acceptance will be sent to you via email confirming the allocated space for your child (ren), the agreed Start date and the payment schedule for the term.
- 4.14. If your child is placed on our waiting list, you will be notified as soon as a space becomes available and given a start date. Fees will be calculated from the start date agreed and settling in sessions will be agreed at this time.

#### 5. Fees Policy

- 5.1. Fees MUST be paid in advance of the child attending the Play Studio
- 5.2. Fees for Templesprings Childcare Services Ltd are calculated monthly and you will only be invoiced for the contracted amount of days your child will attend in that month.
- 5.3. Fees for the Holiday club must be paid in advance of attending the sessions.
- 5.4. Teacher training/Inset days are excluded from the Afterschool club services and are not charged.
- 5.5. A payment schedule will be sent at the end of each term in advance
- 5.6. The invoice is **due** on or before the **26<sup>th</sup> of each month**.
- 5.7. The settings preferred method of payment is direct debit for After School Club service and online payment for the Holiday Club.



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- 5.8. Childcare vouchers are an accepted method of payment, please ensure you set up with your childcare voucher provider prior to your child starting at the setting. Payment through this method must reach us by or on 26<sup>th</sup> of the month to avoid late payment fees being applied.
- 5.9. Any additional incurred fees are billable at the end of the month and payable on or before the 26<sup>th</sup> of the following month.
  - 5.9. **A late collection or early drop off fee of £1.00 per minute** will be applied outside the contracted hours. This will automatically be added to your next invoice.
  - 5.9. Late drop offs do not constitute late collection of your child.
  - 5.9. **Late payments are charged at £2.50 per day.** This will automatically be added to your next invoice.
  - 5.9. Failed direct debits will incur a £20 admin fee
- 5.10. Late payment of fees is taken very seriously at Templesprings Childcare Services Ltd and is a breach of your contractual obligations with us. Therefore, in addition to the clause above,
  - 5.10. We reserve the right to suspend your child's place at the setting until all fees are paid in full and up to date, fees accrued during the suspension period will still be payable.
  - 5.10. We also reserve the right to terminate the childcare placement without notice for contractual non-payment.
- 5.11. All contracted sessions must be paid for regardless of attendance. If your child is collected earlier than the agreed contracted time, full fees are still payable.
- 5.12. In the event of missed sessions and/or days due to personal circumstances or sickness, fees will not be refunded.
- 5.13. In the very unlikely case the setting must close due to unforeseen circumstance or adverse weather conditions, fees are still payable.
- 5.14. Fees are reviewed annually and Templesprings Childcare Services Ltd reserve the right to amend fees accordingly by giving one months' notice of the amendments to the parent/carer.

## 6. Dropping and Collecting your child

- 6.1. We expect the Parent/carer to physically come into the Centre to drop and collect the child. Parent/carer must sign in and out on the IPad system to record time of drop off and collection.
- 6.2. On the registration form, please state the persons who can collect your child if different from main Parent/Carer This person must be over the age of 16. The Parent/carer should make us aware of any changes to these arrangements
- 6.3. Please note that we will only release your child to an authorised person (emergency contact) if their details are provided on the form.
- 6.4. Password System - We request that you create a password on your account. Please ensure the password is unique and only given to the persons who you will allow to collect your child.
- 6.5. It is the responsibility of parents/carer to contact us and inform us if someone else will be collecting your child.
- 6.6. If the Parent/carer wishes to have another person collect their child on a one-off or occasional basis the person collecting must provide a password that matches the one provided to the setting.
- 6.7. In all circumstances, the Parent/carer must escort their child to and from the premises. Children will not be received nor allowed to leave unescorted.



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- 6.8. The setting does not accept any responsibility for a child before 7.30 am. Before this time children must not be left unattended and Parent/carer will not be granted access to the premises.
- 6.9. All children should have suitable clothing for the various weather conditions (which we may experience in just one day) and spare clothing can be brought to the setting also. All items should be clearly labelled with your child's name. Templesprings Childcare Services Ltd cannot be held responsible for any items brought into the setting including toys.
- 6.10. Parent/Carer 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.
- 6.11. Parent/Carer 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.

## 7. Late Collection and Non-attendance

- 7.1. The child must be collected at the end of the session. A late collection or early drop off fee of £1.00 per minute will be applied outside the contracted hours. This will automatically be added to your next invoice.
- 7.2. The Parent/carer is expected to advise us of situations when they may be late, likely times of arrival and make attempts for another person to collect your child.
- 7.3. Parent/Carer must notify us **BY EMAIL** as soon as possible regarding your child's non-attendance. This is important so that we do not go to the School during school runs. Full charges will still apply for any non-attendance as per our Fees Policy.

## 8. School Holidays and Teacher Training days

- 8.1. Holiday club sessions are registered for separately.
- 8.2. Parent/Carer will be required to complete an online Registration Form and make payment to book any places.
- 8.3. The minimum lead time for registration is 2 working days before the first day of the Holiday club. Please note that Saturday and Sunday ARE NOT considered working days.
- 8.4. A place is not reserved unless the Registration Form is completed, payment made, and you receive a confirmation from us.
- 8.5. Where the form is submitted more than 7 days before the start of the school holidays Parent/Carer should assume that the place is booked and confirmed.
- 8.6. In the event of no places being available at the setting Parent/Carer will be notified within 48 hours of receipt of the Registration form.
- 8.7. Parent/carers are required to bring a packed lunch for the child when selecting a Day Pass Option for Holiday Club.
- 8.8. All of the Terms and Conditions for the after school provision apply to the Holiday Club sessions also where appropriate.

## 9. New Holiday Club Scheme

- 9.1. Imagine not having to worry about childcare during the School Holiday. Get your childcare sorted throughout the year. Basically, you start with 30 days Sign up to any of our holiday schemes to be able to redeem your bookings.
- 9.2. Enjoy the most of Templesprings Childcare Services when you sign up to our monthly plan:
  - 9.2.1 Holiday Scheme #1 - Book 5 weeks and get a 6th week for FREE.



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- 9.2.2 Spread your payment over 10 months for £87.50 by monthly direct debit or pay £145.85 over 6 months!
- 9.2.3 Holiday Scheme #2 - Book 10 weeks and get Music Lessons worth £395 FOR FREE
- 9.2.4 Spread your payment over 10 months for £175 by monthly direct debit or £292 over 6 months!!
- 9.3. To cancel, Parents/carers are required to give one full calendar month's written notice to end their membership to the Holiday Club Scheme. This notice must be given in writing and sent via email.
- 9.4. All fees are due and payable immediately for holiday dates already taken; the benefit of the deal will be withdrawn with immediate effect i.e. Parent/Carer will not qualify for the 6<sup>th</sup> Free week; Child will not qualify for Free Music Lessons
- 9.5. All of the Terms and Conditions for the after-school provision apply to the Holiday Club Scheme also where appropriate

#### **10. Shift Workers Clause:**

- 10.1. Templesprings Childcare Services recognises that some parents with irregular shifts pattern, require different days each week in accordance with your changing shift patterns.

##### **Our Obligations:**

- 10.2. We undertake to offer you greater flexibility with your childcare arrangement
- 10.3. The pricing model for shift pattern is as follows:
  - 10.3. We can take a minimum booking of 8 or 12 After School Club sessions per calendar month at the standard rate per session.
  - 10.3. Then any additional sessions in that month will be charged at the Emergency After School club rate.
- 10.4. A monthly invoice is raised to cover the fees for the minimum session booked
- 10.5. Additional sessions can be booked via our Emergency Booking process

##### **Your Obligations:**

- 10.6. You undertake to book a minimum number of 8 Or 12 After School Club sessions each month
- 10.7. You will pay via Direct Debit or Childcare Vouchers for the minimum sessions booked in accordance with our Fees Policy [Clause 5. Fees Policy]
- 10.8. You will provide the rota/planned dates at least a month in advance This will give us time to schedule your child's sessions accurately.

##### **Process for Booking Emergency Sessions**

- 10.9. We require a minimum of forty eight [48] hours' notice if you want to book additional sessions. For clarity, and as examples
  - If you require an Emergency After School Club session on Monday at 3:00pm – the request must be submitted by Thursday at 10am.
  - If you require Emergency After School Club session on Wednesday at 3:00pm – the request must be submitted by Monday at 10am.
- 10.10. The additional sessions should be booked in advance and paid for online.
- 10.11. The additional session will be charged at the Emergency Rates



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10.12. The additional session once booked and if not attended is non-refundable in accordance with our Fees Policy [Clause 5.]

## 11. General

- 11.1. If you have any concerns regarding the services we provide, please discuss them with our Centre Manager. If these concerns are not resolved to your satisfaction, please contact the Directors. Customer satisfaction is paramount, and any concerns and complaints will be dealt with in line with our **Complaint Policy**.
- 11.2. From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our computer whilst your child is with us. The photographs are used for display and for your child's records within the setting. They may also be used for training, publicity or marketing purposes. We would always seek your written consent as indicated on our Registration Form. The Registration Form also gives the option to opt out. This is all in line with our **Photographs/Videos Policy**.
- 11.3. From time to time we will take the children out to local places of interest such as Thurrock Museum, Library, Grays Beach etc. We will seek your permission to take your child on local trips in line with our **Outdoor Trip Policy**.
- 11.4. We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection 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 **Sickness Policy**.
- 11.5. Whilst food and drink is 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. It is our usual practice to provide both a meat and vegetarian option according to the needs of the children in attendance. 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 in line with our **Nutrition, food and drink policy**.
- 11.6. Children attending the club have the right to play and enjoy their activities without feeling intimidated, harassed, or be subject to verbal or physical abuse. We believe both our staff and your children have the right to feel safe and secure in our care, and we promote behaviour which encourages individuals to respect one another in line with our **Behaviour and Participation Policy**. If a child commits a serious act, or should the unacceptable behaviour continue, the club reserves the right to exclude that child immediately and contact their Parent/carer.
- 11.7. We are required by law to report to Ofsted and social care agencies any information that may relate to Safeguarding Children. (Child Protection), in line with our **Safeguarding Children Policy**.



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## 12. Cancellation, Termination and Renewal

- 12.1. After an offer has been made by Templesprings Childcare Services Ltd, prior to the offer being accepted, either party can cancel the offer by giving 7 working days written notice.
- 12.2. If the offer is not accepted and payment of the invoice is not made within 7 working days of the date on the offer letter, Templesprings Childcare Services Ltd reserve the right to withdraw their offer.
- 12.3. Parents/carers are required to give one full calendar month's written notice for termination of the contract. This notice must be given in writing and sent via email.
- 12.4. Parents/Carers are to give one full calendar months' notice to amend the contracted hours. This notice must be given in writing via email.
- 12.5. Templesprings Childcare Services Ltd will give 10 working days written notice to terminate the contract if it becomes 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 to identify appropriate support, at which point we will end this contract.
- 12.6. Notwithstanding the above, if Templesprings Childcare Services Ltd deem it necessary to suspend or terminate the care of any child due to the overall safety and well-being of others at the setting, this will be done immediately and without notice.
- 12.7. At the end of the Summer term, the Parent/carer will be required to renew their contract via online form should they want their child to continue at the setting.

Templesprings Childcare Services Ltd may immediately terminate this contract if:

- 12.8. You have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period after we have drawn your attention to it;

**The above terms and conditions are considered to be fair and reasonable. The parent/carer confirms they have read all the terms and conditions and agrees to be bound by them upon signing the contract.**

All the following must be received to secure a placement:

- i. Completed Registration Form and Signed Contract
- ii. Signed Terms and Conditions
- iii. Direct Debit Mandate
- iv. Refundable New Starter Deposit
- v. Payment of First Month's Fees

Version	Date of Effect	Last Review Date	Next Review Date
1.3	October 2017	24-February-2020	26-February-2021