

# Brightside Preschool Terms and Conditions (revised February 2026)

The following terms and conditions govern the basis on which we agree to provide childcare services to you.

## 1.0 Our obligation to you

- 1.1 On submission of your Registration Form, we will either place your child on our waiting list or contact you with a Preschool Place Offer Letter. You are required to return your signed Preschool Place Offer Letter within one week or the offer of a place may be withdrawn.
- 1.2 We will provide preschool sessions during the official opening hours – 08:50-14:50 (Hatfield), 9-3 (Hertford), Monday to Friday during term time. Should we change the preschool opening hours, we will communicate this with parents in advance, and agree any changes to your child's hours of attendance.
- 1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. Ad hoc sessions will be provided subject to availability.
- 1.4 We will notify parents as early as possible when the setting will be closed. Term dates are advertised in advance and confirmed at the start of each term.
- 1.5 We will provide you with regular updates about your child's progress, with access to an individual online learning journal all about your child.
- 1.6 Our policies and procedures are provided in full for parents to read. They are available for you in the entrance lobby and on our website.

## 2.0 Your obligation to us

- 2.1 You must fully complete and return the 'All about Me' form before or during your child's setting in sessions. The 'All about Me' form includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends.
- 2.2 You must inform us immediately of any changes to your address, contact details or other changes to the information on your child's registration form.
- 2.3 You must inform us immediately if your child is suffering from any contagious illness or disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. We have a duty of care to all of the children at the preschool and so cannot allow your child to attend whilst they are unwell.
- 2.4 You must inform us, in advance, who will be collecting your child. We operate a password system and will require proof of identity if the person collecting your child is not known to the Preschool staff. If we are not reasonably satisfied that the person collecting your child is expected, we will not release your child into their care until we have checked with you.
- 2.5 You must inform us immediately if you are not able to collect your child by the official collection time. You should make arrangements for an alternative person to collect your child as soon as possible and confirm to us who they are. A late collection charge of £10 per 15 minutes will be applied if you fail to collect your child by the end of the session. If we have reason to be concerned about your child's welfare we will contact the local authority.
- 2.6 You must inform us if your child is not attending preschool for any reason. We ask you to inform us as far in advance as possible of any dates when your child will be absent – as a minimum on the day of absence. Safeguarding requirements state we must make contact with any parents whose children fail to attend, and if we fail to reach you via telephone we are instructed to attend your home address or call the police to request a welfare check.
- 2.7 You are required to provide at least half a term's notice in writing (6 weeks) of your intention to decrease the number of hours your child attends and similarly, should you decide to withdraw your child completely and end this agreement. If you give insufficient notice, you will be required to pay full fees for 6 weeks from the date of notice. Notice cannot be given whilst the preschool is closed (during the holidays) and will commence from the date preschool reopens. Funded places will be charged to parents at our hourly rate should funding be allocated to another setting during this time.
- 2.8 If your child is the subject of a court order, you must inform us and provide a copy of the order.

## 3.0 Payment of fees

- 3.1 Fees are charged per session after funded entitlements have been used. We may review the fees at any time but will inform you of the revised amount at least half a term before it takes effect. If you do not wish to pay the revised fee, you may end the agreement by giving us half a term's notice.
- 3.2 Fees can be paid monthly, half-termly or termly in advance. Monthly fees are calculated by multiplying the weekly fee by the number of weeks that the setting is open during that term eg 11 weeks and dividing this amount by the number of months during that term eg 3 months. Discounted rates do not apply to funded places or part-funded places.

- 3.3 All payments made under this agreement should be paid by bank transfer or cash, at least monthly in advance, on or before the due date. If the payment is made by cash, it is your responsibility to obtain a receipt from the setting manager as proof of payment. Late payments will incur a late payment fee of £20.00 per week. In addition, a charge of £20.00 will be made for each occasion of re-presented payments and each time a late payment letter is issued to you. If further action is required to recover unpaid fees, additional charges will be made in lieu of any costs of recovery incurred. If you are in financial difficulty at any time, please talk to the Manager/ Director, to prevent late charges being issued.
- 3.4 If the payment of fees referred to in 3.3 is outstanding for more than 28 days then we may choose to terminate the agreement. Once the contract has been terminated, the child shall no longer be admitted, and the notice of termination shall be regarded as a formal demand for outstanding monies.
- 3.5 No refund will be given for periods when children do not attend a session due to illness or holidays. Please note that we are closed on bank holidays and our team has up to three training days per year. This helps to support our team's continuing professional development which benefits the children and families. No refunds are given for these closures as they are already taken into account when setting fees.

#### **4.0 Suspension of a child's place**

- 4.1 We may suspend providing childcare to your child if you fail to pay any fees due. If the period of suspension for non-payment of fees exceeds 28 days, either of us may terminate this agreement by giving written notice. This takes effect on receipt of the notice.
- 4.2 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to keep your child at home temporarily while we try to address these issues with you. It may also be necessary to seek support or guidance from outside professionals. If we are unable to meet the needs of your child, we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.
- 4.3 If your child's place is suspended part way through the month, under the conditions stated in clause 4.2, we will give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

#### **6.0 General**

- 6.1 If we are forced to close due to events or circumstances beyond our control (such as extreme weather conditions) the fee will continue to be payable in full. We will be under no obligation to provide alternative childcare to you. However, if the closure exceeds three consecutive days in duration (excluding any days when we would otherwise be closed), we will credit you with an amount that represents the number of days closed in excess of three days.
- 6.2 If you have any concerns about the childcare we provide, please discuss them with your child's key person. If your concerns are not resolved to your satisfaction, please contact the Manager. Your satisfaction with our service is very important to us and any concerns or complaints will be reported to the appropriate line manager for review.
- 6.3 While 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. Every effort is made to follow recommended food preparation guidance and to ensure that all preschool staff involved in the preparation and serving of food are suitably trained.
- 6.4 Normally we will seek your consent before sharing information about your child with another professional or agency. We are required to share any information with the local authority and other relevant agencies if there are any safeguarding concerns about your child. In certain situations, we may not seek consent prior to sharing information, or we may, in certain specified circumstances override a refusal to give consent.
- 6.5 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly or link us to any political movement or agenda.
- 6.6 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.
- 6.7 We reserve the right to vary the terms and conditions contained in this agreement giving at least one month's notice.
- 6.8 This agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral, relating to the subject of the agreement except to the extent that we vary terms from time to time.
- 6.9 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.