



Riding Mill Outdoor Preschool

'We believe in learning through play and fun!'

Terms and Conditions

1. Introduction

- 1.1. Riding Mill Pre-School Limited (the 'preschool', 'we', 'us' or 'our') is a Registered Charity (charity number: 1114179) and a company, registered in England (company number: 05709181). We are an OFSTED registered childcare provider (URN: EY560328). 'Riding Mill Outdoor Preschool' and 'Riding Mill Pre-School' are trading names of Riding Mill Pre-School Limited. Our Registered Office is: Broomhaugh C of E First School, Church Lane, Riding Mill, Northumberland, NE44 6DR.
- 1.2. Our aim is to provide a welcoming, happy, safe and stimulating environment, mainly outdoors, where the children are encouraged to develop through play.
- 1.3. We want to work in partnership with parents/carers to achieve the best outcomes for your child. As part of this relationship these terms and conditions set out the agreement between you and us about the services we will provide and the responsibilities that fall to you and to us.
- 1.4. If you accept a place for your child, you do so on the basis that you accept these terms and conditions, which form the basis of our agreement with you. Any prior arrangements and understanding, whether written or oral, do not apply and are superseded by these terms and conditions.

2. Applying for a place

- 2.1. When we receive your initial 'expression of interest' form, we will inform you as soon as possible whether your application for a place has been successful. If we are able to offer your child a place, a registration pack will be issued. This must be completed and signed by a person with parental responsibility for the child. We may ask you to evidence that you have parental responsibility as part of the registration process.
- 2.2. You must confirm within seven days of receiving the registration pack that you wish to take up a place by returning the completed registration form. If you do not confirm to us within this time, then the offer of a place may be withdrawn and offered to the next person on our waiting list.

3. Confirming your place

- 3.1. Once we have received your completed and signed registration form, your child's place is confirmed. If you are self-funded, or if your child is attending for more hours than the EYF will cover (Early Years Funding: see section 12), a deposit payment will be required. The current deposit level is published as part of our schedule of fees which can be obtained on request.

- 3.2. If you change your mind and no longer wish to take up a place, please tell us as soon as possible. If you give us at least 6 weeks written notice, we will return your deposit if appropriate. If you give us less than 6 weeks written notice the deposit will not be refunded.
- 3.3. The deposit will be returned to you by way of a deduction from your first termly invoice.

4. Keeping your child safe

- 4.1. A list of responsible adults who are authorised to collect your child should be listed on your child's registration form. You will need to provide us with the name and telephone number of any person permitted to collect your child. We will not release your child to anyone, known or unknown, that is not on your authorised list of people who can pick up, unless you give us specific permission for one day, with a password if it is someone unknown to us. That permission will not extend to any other day.
- 4.2. Signing these terms and conditions indicates that you agree to abide by our policies and procedures. These can be found on our website at: www.rmop.co.uk. We will be happy to discuss our policies and procedures with you. Whilst we keep a close eye on our policies we recognise that there is always room for improvement. We are keen to hear your suggestions and concerns. These can be raised with our staff or, if you would prefer, raised directly with our Committee. Contact the Chair of the Committee directly and in confidence at chair@rmop.co.uk.

5. Your child's first day

- 5.1. Please bring, on the first day, the following items to be left with us for the whole term.

Please name each individual item.

- A pair of wellingtons (must have your child's name written inside them)
- A change (or two) of clothes in a bag (labelled with your child's name) and extra layers to add if it is cold - see below.
- Sun Lotion and hat (labelled with your child's name)
- Outdoor waterproof suit or jacket and overtrousers. We can suggest suitable suppliers on request.

6. What to wear?

- 6.1. We are an active outdoor preschool, and children will be outside in all weathers. Your child will be encouraged to explore different materials such as paint, glue, water, dough, clay and mud, often working outside and with other children. We know from experience, that your child will get messy and may get wet. It is advisable that all children wear clothes that are 'not special' and that are easily laundered.
- 6.2. You will also want to consider your child's independence when visiting the toilet - please dress your child in clothes that they can easily undo and do-up.
- 6.3. We require that children do not wear 'flip flop' type shoes or open toe sandals and that they always wear socks.

6.4. More information regarding suggested clothing is available on our website at: www.rmop.co.uk

7. Illness, care and accidents and acting in your place (in loco parentis)

- 7.1. You must immediately inform us if your child, sibling or close family member is suffering from any contagious disease or has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children, our staff and visitors attending the preschool you must not allow your child to attend whilst they are (or are suspected to be) contagious and pose a risk to others. Guidance on when your child can return is found in our 'Managing children who are sick, infectious or with allergies' policy.
- 7.2. For the protection of other children and our staff we reserve the right to refuse to admit your child if they have a temperature, sickness or diarrhoea or any contagious infection or disease on arrival at preschool, or to ask you to collect your child if they become unwell whilst at preschool, in line with our 'Managing children who are sick, infectious or with allergies' policy. Children must not attend preschool for 48 hours after they have had sickness/ diarrhoea.
- 7.3. We have a realistic attitude to the needs of working parents but we will contact you if your child becomes ill during preschool hours. If we cannot reach you we will immediately try to contact the next person on the list of responsible adults that you have provided.
- 7.4. As part of our care for your child, you authorise us to act in loco parentis in all respects. This includes appropriate and proper physical contact for teaching and to provide comfort for your child in distress or to maintain safety and good order for the benefit of your child and the other children at the preschool. We reserve the right to administer basic first aid and treatment when necessary. We will always try to contact you but, if we cannot contact you for any reason, you authorise us to act in emergencies to authorise emergency medical care and treatment including surgery and/or general anaesthetic, if this is certified necessary by a doctor and you cannot be contacted in time.
- 7.5. You will be informed of all accidents and will be required to sign an accident form to acknowledge the accident care given, in accordance with our 'Recording and reporting of accidents and incidents' policy.

8. Sun lotion

- 8.1. During sunny and hot weather, we will limit the time we spend in direct sunshine to protect children from sun burn or heat stroke. We also request that you make sure your child has sun lotion applied before you bring them to preschool. We recommend a high factor lotion which is active for a minimum of 6 hours to ensure protection over our preschool day. Please check that the sun lotion has 5 stars for UVA rating. However, if you sign the consent form included in the registration pack and provide sun lotion with your child's name marked on it, our staff will assist your child to reapply sun lotion if necessary.
- 8.2. Please note that the preschool has a small 'back up' supply of sun lotion however we recommend you supply your own lotion to minimise the risk of your child having an adverse reaction. Please complete the relevant part of the consent

form to indicate if you agree to staff applying the preschool 'back up' lotion if deemed necessary.

9. Medicines

- 9.1. We recognise that there may be times when children require medication, whether prescribed or not, to be administered during their time in the setting.
- 9.2. We are only able to administer prescribed medicine if the medicine has the original prescription label attached, it is prescribed by a doctor, dentist, nurse or pharmacist (in the case of a medication containing aspirin, only a doctor) and that it states your child's name and dosage to be given
- 9.3. Please ask a member of staff for a medicine administration form and we will ensure that a member of staff gives your children their medication and that another member of staff witnesses it. If your child refuses to take the medication we will endeavour to inform you. You will be most welcome to come to the preschool at the appropriate time to administer the medication yourself.
- 9.4. We will only administer medication, whether prescription or non-prescription, if the relevant consent form has been completed and where written permission for that particular medicine has been obtained from the child's parent/carer. If you choose not to give consent and would rather administer medication yourself you are, again, welcome to come to the setting at the appropriate time to do this.
- 9.5. In the case of a child with a high temperature or a child who has an allergic reaction to wasp sting etc, we will try all means of contacting the parent/carer. If this is not possible we will reserve the right to use our professional judgment and administer paracetamol or antihistamine as appropriate, ensuring all the correct documentation is completed.
- 9.6. Staff will ensure that a new medication form is completed by parent/carer for each course of medication, and that the length of time medication is expected to be administered is noted.
- 9.7. On the medication form parents/carers will give signed permission for administration of medication including:
 - The name of the child
 - The name of the parent/carer
 - Date
 - Name of medication
 - How long your child will need this medication for
 - The dose and times to be administered
 - How the medication is to be administered
 - The time of the last dose of the medication given
 - Why the medication is needed
- 9.8. The medication must be clearly marked with the child's name, in date and in the original container with prescriber instructions for administration. This includes any inhalers left at the preschool.
- 9.9. No medication will be given to the child unless provided by the parents/carers unless in an emergency as outlined above.

10. Your child's progress

- 10.1. We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our preschool services as and when required.
- 10.2. We also keep a record of our observations of your child's progress electronically in their online learning journal. The aim is to keep an ongoing record of our curriculum and children's individual development records. These records will be made available and discussed with you. This includes, from time to time, taking photographs and video recordings of the children to demonstrate what we have observed. The records are stored on our computer whilst your child is with us and on the online learning journal secure cloud-based server. Full details can be found in our 'Confidentiality and parent/carer access to records' policy. A photography consent form is included in the registration pack.

11. Collection time

- 11.1. All children **MUST** be collected on time. We ask parents to arrive 5 minutes before the end of session in order that children leave the preschool on time.
- 11.2. If you think you might be late you should contact us as soon as possible.
- 11.3. Late collections result in increased staff costs so if you are late in collecting your child you may be charged. Please see our website for our late collection charges. Persistent late collection may be considered a breach of this agreement and may result in us terminating our agreement with you and withdrawing our services.
- 11.4. If your child does not attend all or any part of a session or if we have to close due to events or circumstances beyond our control (e.g. extreme weather conditions) the fees will continue to be payable in full. In such circumstances we are under no obligation to provide alternative childcare to you. If the closure exceeds three consecutive days when we would otherwise have been open, we will credit you with an amount that represents the number of days closed in excess of three.

12. Fees and Early Years Funding (EYF)

- 12.1. Under the Government's early years funding scheme children aged 3 and 4 are entitled to the equivalent of 15 hours funded childcare over 38 weeks. In certain circumstances two working parents may be eligible for up to 30 hours childcare funding, which can be shared between more than one setting. You will need to apply for EYF over 15 hours from Northumberland County Council - and we will claim it on your behalf when this is appropriate. For more information, please see our website: www.rmop.co.uk.
- 12.2. It is your responsibility to ensure childcare is paid for. This means that each person named on the registration form is fully responsible for ensuring EYF or other funding of our fees.
- 12.3. If you are not entitled to EYF (or booking extra hours outside the EYF funded entitlement) you will be responsible for paying our fees. Invoices are issued at the beginning of each term and payment is required in full within 7 working days of receipt. Invoices that are not paid in full within this period will incur an

automatic £10 late payment charge. Our fees can be found on our website at: www.rmop.co.uk.

12.4. Non-EYF Payments can be made by:

- Online direct to our bank account - preferred option - details on invoice.
- Employer Childcare Voucher

Please note we do not accept cash for fee payments

12.5. Other payments

To cover the daily snack and also any cooking activities, we ask for a small (voluntary) contribution for each day that your child attends. The suggested amount is in the fees section of our website. The total suggested donation is detailed on your termly invoice. We ask that if you choose to make a contribution, that you make the payment via BACS at your convenience. Please ensure you include a payment reference when paying via BACS.

12.6. We offer morning sessions (9.00am-1.00pm), and all day sessions (9.00am-3.00pm). Fees are payable regardless of absenteeism and holidays taken in term-time. If you choose to drop off your child late, or pick up early, you are still liable to pay for the full session.

13. 'Scurries' wraparound provision

13.1. We will offer wraparound provision from September 2019

13.2. Our wraparound provision is from 8.00am-9.00am and 3.00pm-5.00pm. Please see our website for current wraparound fees: www.rmop.co.uk

13.3. It is your responsibility to ensure childcare is paid for please refer to Clause 12 above. In the event that you use both core and wraparound provisions, any EYF you are entitled to will be used towards RMOP core provision first (9.00am-3.00pm). If there are any surplus hours available from your entitlement, you can then opt to use them for wraparound hours.

13.4. If you are planning to use EYF to fund wraparound hours, you must inform the RMOP Leader when you register so that we can ensure the total hours you require are submitted to the Local Authority (LA) at the start of term, prior to the headcount deadline date. Once your required hours for the term are submitted to the LA, we are unable to claim EYF for any additional hours you may require until the following term. This means if you chose to access additional wraparound sessions you would be liable to self-fund these hours in full for the remainder of the term.

13.5. If you are not entitled to EYF (or booking extra hours outside the EYF funded entitlement) you will be responsible for paying the wraparound fees in full. Wraparound invoices will be issued separately to the termly RMOP core hours invoices, at the end of each half term, for hours used during that half term. You will receive an invoice even if your EYF covers all hours used. Payment is required in full within 7 working days of receipt. Invoices that are not paid in full within this period will incur an automatic £10 late payment charge.

13.6. Please see clause 12.4 for payment methods for non EYF hours.

13.7. Late collections result in additional fees as set out in clause 11.3

13.8. We appreciate that plans can change, so if you no longer require a particular wraparound session please contact the RMOP leader directly via email (leader@rmop.co.uk). We ask that you give a minimum of 24 hours' notice of any cancellation. Any non-cancellation or late cancellations (with less than 24 hours'

notice) will incur a charge of £5. If you have confirmed with the RMOP Leader that you require a regular Scurries session, this will be charged in the same way as core hours. See clause 12.6 for information.

14. Late and outstanding fees

- 14.1. We do not enjoy having to chase outstanding payments and nor do we want you or your child to have the disruption of finding a new provider. We can only help if you let us know when there is a problem. If you find you are not able to pay an invoice by the due date you should speak to us so that we can work in partnership to address the outstanding payment.
- 14.2. However, we do have to chase outstanding invoices and we cannot allow debts to mount up as this puts the charity and the long term sustainability of the preschool at risk. If you do not pay, or if agreed payment arrangements are not honoured, we will have no choice but to cancel your child's place and to withdraw our childcare.
- 14.3. Payments overdue for more than one month are subject to interest at 10%, calculated and payable on a daily basis until full payment is made. If we have to use formal proceedings to recover the debt from you, we will also recover court fees and costs for recovery.

15. Protecting privacy and data

- 15.1. You must keep the information that you supply to us up to date.
- 15.2. We will adhere to the principles of the General Data Protection Regulation and all applicable data protection laws when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date, stored and shared in our 'GDPR privacy notice' which can be found on our website along with other related policies: www.rmop.co.uk
- 15.3. We do not share information with third parties unless it is necessary to deliver our services to you and your child or required by law. This means that we may share information with the local authority (for example in relation to EYF), with Broomhaugh C of E First School or another childcare setting your child may be moving to, and with OFSTED as appropriate. In specific circumstances, we are required by law to share information where your child or someone in the family might be in danger if we do not do so.

16. Child protection and safeguarding:

- 16.1. Our first concern will always be the safety and welfare of your child and other children in our care. As a provider of childcare registered with OFSTED, we must follow the Child Protection Procedures agreed with Northumberland Safeguarding Children Board (NSCB) and OFSTED within our responsibility to safeguard children. Our safeguarding policies are consistent with the NSCB Model Child Protection Policy.
- 16.2. We will endeavour to share with you any concerns we may have regarding injury or specific issues of concern as soon as possible. We will keep a record of such incidents.
- 16.3. **We do have a duty to refer to child welfare agencies if we suspect your child is at risk of child abuse or harm.**

- 16.4. We will inform you if we make a referral to child welfare agencies, unless to do so would:
- place your child at increased risk of significant harm;
 - prejudice the prevention, detection or prosecution of a serious crime; or
 - lead to an unjustified delay in making enquiries about allegations of significant harm to a child, or serious harm to an adult.
- 16.5. We follow national guidance from OFSTED, and local guidance such as that issued by Northumberland Safeguarding Children Board or Northumberland County Council.
- 16.6. All our staff have been employed using safe recruitment procedures. Volunteers and trustees (Board of Directors) have all been vetted and are suitable to work with children.
- 16.7. We maintain a high level of staff training in safeguarding. The setting leader is the designated Person for Safeguarding.
- 16.8. Staff personal mobile phones are not used in the presence of children and we ask parents, carers and visitors not to use mobile phones when in the grounds of the preschool. We operate a 'buddying policy' on intimate care (staff are not alone with a child behind a closed door to provide such care or administer medicines).

17. Leaving and ending your agreement with us

- 17.1. You may terminate this agreement at any time providing you give us written notice of at least 6 weeks or 1 half term (whichever is longer). If you do not give us adequate notice, no refunds will be issued. Note that EY funding cannot be refunded.
- 17.2. We may terminate this agreement if -
- 17.2.1. You have failed to pay your fees;
 - 17.2.2. You have breached any of your obligations in these terms and conditions
 - 17.2.3. You behave unacceptably towards staff, volunteers or other parents whilst at the preschool setting as we will not tolerate any threat or use of physical or verbal abuse
 - 17.2.4. We give you at least 4 weeks notice
- 17.3. If your child receives EY funding and is taking up a place at an alternative provider within the same funding period i.e. one term, the providers involved may agree for the funding to be transferred; however this is not guaranteed and is at the discretion of the providers.
- 17.4. If it becomes apparent that the support the preschool is able to offer your child is not sufficient to meet their needs, we will work with you, the local authority and other welfare agencies to identify appropriate support. In this case, this Agreement could be ended on less than four weeks notice, if it is in the best interests of the child.

18. Limits on our liability

- 18.1. We cannot accept responsibility for:
- 18.1.1. any loss suffered by parents or carers, arising directly or indirectly, as a result of the preschool being temporarily closed or the non-admittance of

- your child to the preschool for any reason. This applies to absence due to sickness, holidays, Bank Holidays and closure due to inclement weather;
- 18.1.2. children whilst in their parents care on our premises, i.e. prior to arrival or after pick up;
 - 18.1.3. damage to clothing or other property brought to preschool by your child or to your property whilst at the preschool setting;
 - 18.1.4. illness, condition or disease contracted as a result of contact with other children at the preschool; or
 - 18.1.5. any economic loss of any kind, or any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.

19. Policies, procedures and further information

- 19.1. We have a full and comprehensive list of policies and procedures that are available for you to view both in the preschool on request and on our website at www.rmop.co.uk. Please note that these may be updated from time to time. If you have any concerns or suggestions regarding the services we provide, please discuss them with our staff. If your concerns are not dealt with or resolved to your satisfaction, please contact a member of the committee. You can also refer to the 'Making a complaint' policy on our website or alternatively contact OFSTED directly.
- 19.2. For information and advice about OFSTED Online please contact them on 0300 123 1231. open 08:00 to 18:00, Monday to Friday.
- 19.3. We are members of the Early Years Alliance and further information can be found on their website: www.eyalliance.org.uk.