

# Innsworth Preschool Parent Provider Agreement

## Contract of Attendance and Financial Liability

### Last Updated: 1st January 2026

#### Part 1: The Contractual Relationship

**1.1 The Parties:** This agreement is formed between **Innsworth Preschool** ("the Provider") and the **Parent(s)/Guardian(s)** named on the Enrolment Form ("the Parent").

**1.2 Basis of the Agreement:** This Agreement, together with the Enrolment Form, the **Fees Policy**, and the **Parent Handbook**, constitutes the entire contract between the parties. In the event of a conflict, this Agreement takes precedence regarding legal terms, and the Fees Policy takes precedence regarding current rates.

**1.3 Updating Terms and Policies:** We may update our Policies and Fees to reflect regulatory changes or rising costs. **Material Changes:** For significant changes (e.g., fee increases, changes to session times), we will provide at least **one calendar month's written notice**. **Exit Right:** If you do not accept a material change, you may terminate this agreement without penalty by giving notice before the change takes effect. **Administrative/Safety Updates:** Changes required by law or immediate safety risks take effect immediately upon notification.

**1.4 Communication Written Trail:** To ensure clarity and a correct audit trail, queries regarding fees, funding, or business policies must be submitted in writing (email is accepted). **"On the Door":** Staff will not discuss complex financial or policy matters at the door during drop off or pick up. This ensures their focus remains on supervision and child safety.

#### Part 2: Admissions and The Probationary Period

**2.1 The 4 Week Probationary Period** To ensure the setting can effectively meet your child's needs, all new places are subject to a **4 Week Probationary Trial Period**. **Termination During Trial:** During this period, either party may terminate the agreement with **one week's written notice**. **Suitability:** We reserve the right to end the placement if, in our professional judgement, the setting is not suitable for the child's specific needs. **Confirmation:** Successful completion of this period confirms the permanent placement.

**2.2 Annual Allocation:** Places are allocated for **one academic year only** (September to August). A place in the current year does not create an automatic right to a place for the following September; re application or confirmation of renewal is required annually.

#### Part 3: Fees, Funding and Enhancements

**3.1 Government Funded Hours:** Government funding covers the cost of delivering the **core funded entitlement** (care and education) only. **Transparency:** We will not charge top up fees for funded hours. Charges for meals and consumables are optional. **Code Validity:** It is your strict responsibility to apply for and renew valid funding codes by the deadlines set by the Local Authority/HMRC. **Liability:** We will not pass on funding adjustments caused by provider error. However, if a code expires or is invalid due

to parental error or inaction, you agree to be liable for the cost of attended sessions at our **Standard Private Rate**.

**3.2 Optional "Enhancements":** Innsworth Preschool offers optional "Enhancements" (e.g., Farm School Package, Meals). **Voluntary Participation:** Participation is optional. By opting in via the Enrolment Form, you agree to the associated charges. **Opting Out:** If you opt out of the Farm School Package, your child will access the core EYFS curriculum. We will provide basic setting owned equipment where necessary for safety, but take home resources (e.g., produce, photos) are not included.

**3.3 Responsibility for Food and Consumables (Opt Out):** If you choose to opt out of the Meal Service, you accept **sole responsibility** for providing all necessary nutrition and consumables (e.g., healthy packed lunch, nappies, sun cream). **Safety Intervention:** Provided items must strictly comply with our **Allergen Policy** (e.g., no nuts) and safety standards. If provided items are unsafe (e.g., unsealed sun cream, potential allergens), staff must intervene to safeguard the child. In such instances, we will provide compliant items and may charge the standard cost for that item. Repeated non compliance will trigger a review of the care plan.

**3.4 Deposits Funded Only Places:** No non refundable deposit or registration fee is charged as a condition of accessing a funded only place. **Private Places/Wraparound:** A registration fee or deposit may apply for private bookings, as detailed in the Fees Policy.

**3.5 Payment Terms Due Date:** Fees are payable monthly in advance by the **7th of the month**. **Late Fees:** We reserve the right to charge reasonable administrative costs (up to £30.00) for late payments to cover credit control. **No Set Off:** Fees must be paid in full without deduction. Raising a query or complaint does not pause the obligation to pay fees by the due date. **Suspension:** If fees remain unpaid by the **14th of the month**, we reserve the right to suspend the child's place (for private hours/optional extras) until the balance is cleared. **Debt Recovery:** If we are forced to engage a third party to recover outstanding fees, you agree to be liable for all reasonable costs incurred, including third party collection agency fees and legal costs.

#### **Part 4: Nature of the Setting and Risks**

**4.1 Expected Realities Messy Play:** You acknowledge that our curriculum involves messy play and outdoor terrain. The Provider is not liable for staining or damage to clothing. **Accidents:** You accept that minor accidents (bumps, grazes) are a reality of early childhood development. **Records:** You acknowledge that we retain accident records in line with statutory requirements and our Records Retention Schedule.

**4.2 Medical and Sickness Exclusion:** We adhere strictly to UKHSA exclusion guidance. The Manager's decision to exclude a child who appears unwell is final. **Medication:** We do not administer unprescribed medication (e.g., Calpol) solely to suppress fever symptoms. **Emergency Consent:** You authorise staff to seek emergency medical advice or treatment (including calling an ambulance) if your child is injured or unwell and you cannot be reached immediately.

#### **Part 5: Conduct and Termination**

**5.1 Conduct:** We have a non delegable legal duty to protect our staff. The following conduct is a material breach of this agreement: **Abuse:** Aggressive, abusive, or threatening behaviour towards staff

or parents. **Social Media:** Posting abusive or harassing content, sharing confidential information, or posting images of **other** children on social media.

**5.2 Termination Rights By Parent:** Outside of the probationary period, you must provide **one full calendar month's written notice** to terminate this agreement. Fees remain payable during this notice period. **By Provider (Standard):** We may terminate with one month's notice (e.g., for persistent late payment or operational change). **By Provider (Immediate):** We reserve the right to terminate immediately if there is a serious breach of **Clause 5.1** (Conduct) or if the child's continued attendance poses a significant safety risk. We will record our reasons for any such decision.

## **Part 6: General Provisions**

**6.1 Closures and Force Majeure Provider Led Closure:** If we close due to staff shortage or facility failure within our control, we will refund/credit fees for those sessions. **Force Majeure:** If we are forced to close due to events beyond our reasonable control (e.g., severe weather, pandemic, government order), we reserve the right to charge for sessions to cover ongoing fixed costs, subject to applicable consumer law guidance (CMA). If such closure persists beyond 14 days, you may terminate this agreement without penalty.

**6.2 Severability:** If any clause of this agreement is found to be unenforceable, the remaining clauses shall continue to be valid and in full effect.

**6.3 Agreement:** By signing the Enrolment Form, you confirm that you have read, understood, and agree to the terms of this **Parent Provider Agreement**.