**Private and confidential**

**This contract has been drawn up by me Amanda Ormerod (Mandy) and …………………………………….**

**This contract and supporting documentation constitute a legally binding agreement.**

**Parents: before signing this contract please check that you understand and agree with the information, because when you have signed the contract it becomes a legally binding document.**

**Please ask if you need help completing the contract, if you need the contract read to you, translated or provided in large print format.**

**If there is anything you do not understand, please ask for more information.**

**Insured by Registered Childminding Contract**

**Childminders in England caring for children under 8 must be registered with Ofsted.**

**Name of Registered Childminder:**

Amanda Ormerod

**Address:** 3 Nettlecombe

Shaftesbury

Dorset

**Postcode:** SP7 8PR

**Telephone: Number:** 01747 853041

**Mobile Number:** 07866 071028

**Email:** ormerod.mandy@gmail.com

**Ofsted Region:** South West

**Registration Number:** EY.......................

**Insured By:** Morton Michel

**Public Liability Insurance Policy Number:**

**…………………………………………………………………**

**Public liability insurance renews yearly with Morton Michel**

**This also covers my Legal Expenses?**

**Certificate of Employers liability Insurance Expiry Date:** 3rd March 2022

**Prefer a Term time only contract.**

**If term time only contract is in place then the terms that I work from are taken from Shaftesbury School next to the doctors’ surgery as this is where my children are.**

**All year-round Contract may be offered if hours fit in with my family**

**School Holidays Only **

***These details are required by the EYFS (Early Years Statutory Framework)***

**Name of Child/Children:** ............................................................................................................

**Child’s preferred Name(s):** .......................................................................................................

**Date of Birth(s):** ........................................................................................................................

**Name of Parent(s)/ Guardian(s):** ...............................................................................................

..................................................................................................................................................

**Address:** .....................................................................................................................................

...................................................................................................................................................

....................................................................................................................................................

**Email:** ........................................................................................................................................

**Contact Number(s):** .................................................................................................................

....................................................................................................................................................

**Details of parental responsibility, legal contact and residence arrangements:**

(This section must be completed in order to comply with current legislation)

**Details of individual(s) with parental responsibility for the child:** ..........................................

....................................................................................................................................................

**Details of individual(s) with legal contact for the child:** ...........................................................

**Details of residence arrangements:** ..........................................................................................

....................................................................................................................................................

**Any Particular needs of the child:** ............................................................................................

....................................................................................................................................................

**Who will bring/collect the child?**...............................................................................................

**Contact details if different from above:** ..................................................................................

**Have you in the Past or currently in the Present have any dealings with Children’s Services. Previously known as (Social Services) YES NO**

**Date…………/……………. /……………..**

**Please provide current details:**

**Social Worker’s Name: ...................................................Number: ................................**

**Details: ............................................................................................................................**

**............................................................................................................................................**

**--------------------------------------------------------------------------------------------------------------------------**

**The latest safeguarding statutory guidance requires me to have 2 Emergency Contact(s) for the child in case the first cannot be contacted after either of the parents. This is following serious case review outcomes.**

**If you cannot provide any family members or friends that are able to collect your child if you or your partner/Husband/Wife are unable to, then unfortunately I will have no alternative but to contact Social Services.**

**These contacts will also be used should I have no contact with your selves or if your child hasn’t attended just to check all is well.**

**Number1:**

**Name:** ........................................................................................................................................

**Contact Number:** ......................................................................................................................

**Relationship to the child:** ..........................................................................................................

**Number2:**

**Name: ........................................................................................................................................**

**Contact Number: ......................................................................................................................**

**Relationship to the child: ..........................................................................................................**

**Are your emergency contacts happy for you to share their details with me? Yes No**

**Settling - in Period From …………………………. To………………………… (.... weeks Normal Fee)**

..................................................................................................................................................

(Notice period and payment of a month’s fees will be required if either party wishes to end the agreement)

Was a Non-refundable deposit paid: YES or NO?

**A Non-Refundable Deposit: paid to cover you last month’s fees: £**

(The deposit is a non-refundable payment which is taken at the time of signing the paperwork and will be held by the registered childminder for payment towards your notice period only, any additional fees will need to be paid if you have upped the hours, if you have reduced them then a refund of any money after final bill has been paid will be refunded on final day, this **does not** reserve your space.

Your space can only be held by a form of payment in full via bank transfer for the month’s childcare fees prior to arrival unless previously communicated of any deviation in this payment date. If you want to guarantee your space as it maybe a little while away, then you can do this by paying a minimum of **One Week’s** fees via bank transfer at the time of signing and then the rest of the month’s payment will be due by the last working day of the month by 5pm in advance before attendance.

Any additional fees owed will be paid in full any refund will be given on the last day of the contract.

If no first attendance date has been given at the time of signing then the **Non-Refundable Deposit** will only be held for **7** days for date to be provided, after this time it is lost indefinitely, and the space becomes available again.)

**Non-refundable deposit** will cover your last month’s childminding fees and any remainder amount once contract has ended will be returned to the parent on their last day)

If the space is not taken up or cancelled for any reason before the start date the Non-refundable deposit and any other payments to guarantee the space that I have received are forfeited.

**I also require as proof of ID to see your driving Licences which I will copy and keep with your Deposit and hand back on your last day.**

**If no deposit is paid at the time of signing, an agreement may be made to set up a payment arrangement to collect the fees for the final month. If this is not possible due to finances then the end of notice period may differ from the normal 4 weeks’ notice period. (please see terms and conditions of the contract page 15.)**

**Retainer – *holds a place open, so it is waiting for the child, if parent withdraws their requirement for a place the retainer is kept by me the provider.***

**If you are requiring childcare and it isn’t for a few months, then I will take a payment in advance to secure your child’s space of 50% of your monthly fees, paid into my account via bank transfer, a duplicate bill will be provided and on receipt of payment (my copy) I will write paid with a date on it. This is providing I have a space available. This payment will be paid every month until the start date. A month before the start date is due, I will then require the months non-refundable deposit which will cover your final months fees to end the contract.**

**If I do not have a space available but it becomes available because of someone leaving which will then enable you to take this position, then I will only charge the non-refundable deposit should the start date be no longer than 2 weeks away.**

**If it is longer than 2 weeks then I will charge the 50% retainer fee.**

**If you decide you do not want to pay the 50% fee then this is absolutely fine but I cannot guarantee the place will be available when you require it, as spaces are guaranteed on a first come and signed basis. Sorry for any inconvenience.**

***The Parent agrees and accepts that this Contract and Fees will not be voided by riots, civil unrest of commotion, pandemic, social “Lockdown” or strike action. In these exceptional circumstances, the childminder reserves the right to charge the parent a retainer, in the form of either full or a reduced amount of ……% of their normal weekly/monthly fee for the duration of the closure, this will be based on if the parents are in a secure enough financial position to support me. If parents do not pay the retainer fee, please bear in mind that your child’s space may not be available on your return. (This will all be discussed in person at the time of the above situation happening.) Either party will not be able to give notice in this unforeseen period, therefore if either party wishes to give the required 4 weeks’ notice then this can be done once all has returned to normal and this will be paid using your non -refundable deposit which was paid at the beginning of the contract*** ***any fees over after this will be returned to the parent(s) on your last day, ( if I did not received a non-refundable deposit at the time of signing then this will be invoiced and payment will be due immediately, unless this has been discussed beforehand.)***

***Also, please bear in mind that depending on my circumstances there could be a chance I may not be able to sustain my business.***

***Once we return to normal then the usual fees will continue as normal.***

**The date you will be bound by this contract will be the date this contract has been signed.**

**First Attendance date: ………………………………………………………………………………………….**

**Parent(s)/Guardian(s) Signature: ............................Childminder Signature………………………..**

**Child's Name(s):**

..................................................................................................................................................................

**Term time Hours:**

|  |  |  |
| --- | --- | --- |
| **DAY** | **FROM (am/pm)** | **TO (am/pm)** |
| **Monday** | **Closed** | **Closed** |
| **Tuesday** |  |  |
| **Wednesday** |  |  |
| **Thursday** |  |  |
| **Friday** | **Closed** | **Closed** |
| **Saturday** | **Closed** | **Closed** |
| **Sunday** | **Closed** | **Closed** |

**School holiday hours:**

|  |  |  |
| --- | --- | --- |
| **DAY** | **FROM (am/pm)** | **TO (am/pm)** |
| **Monday** | **Closed** | **Closed** |
| **Tuesday** |  |  |
| **Wednesday** |  |  |
| **Thursday** |  |  |
| **Friday** | **Closed** | **Closed** |
| **Saturday** | **Closed** | **Closed** |
| **Sunday** | **Closed** | **Closed** |

**If the contracted hours vary from week to week due to the parent(s)/ guardian(s) shift patterns or rotas, the parent(s)/guardian(s) will provide at least ( ) days/weeks in advance to the registered childminder a weekly schedule of the hours required each day, which must be for a minimum of ............. and a maximum of ..................... hours a week.**

**Additional notes for term time and school holiday dates:**

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(If either party wishes to vary the contracted hours an agreed start date must be made in writing between both parties, if for any reason the new hours are not suitable, I reserve the right to terminate the contract with the agreed notice period of the original contract.)

**Charges*:***

**To bring me in line with other childminders there will be a small increase either 1st September or 1st April, depending on what the others are doing. It may either be two small increases one in September and other one in April, but at least a months’ notice will be given.**

**Key: NC = No Charge**

**FF = Full Fee**

**HF = Half Fee**

**Hourly Childminding Rate:** £5.00 (Between 9am and 3pm)

**Unsociable Hours Rate:** £7.50 (Before 9am and After 3pm = Time and Half)

**Booked overtime:** as priced above.

I do not offer sibling discounts as they are taking up individual spaces.

**Non booked overtime:** £8.00 an hour after 10 minutes, please remember that overtime is not always available as I am legally required to work with Ofsted ratios, I am required to inform Ofsted and my insurance company if non booked overtime takes me over my ratios.

**Payment Day:** .................................... (Working days only which are Monday to 5pm latest on the Friday in advance.) If paying monthly then last working day of the week, does not include weekends, Unless prior agreement. You are responsible for the payment of childcare, not any third party.

Should payment of any fees be late (without prior notice) or not paid in full, I Amanda Ormerod (Mandy) will suspend my childcare services and will not care for your child/children until all fees due are paid) and issue you with a charge (see below), this will be added to your bill and also will need to be paid in full before care resumes.

**Early drop-off/Late Collection Fee (without prior arrangement): £5.00 per 15 mins** (when more than 5 mins either way) this will be added to your next bill unless this has been previously discussed. If this happens regularly then we will sit down together and adjust the contracted hours accordingly.

**Late Payment Fee of:** **£10.00** Per day will be added if not paid by the 3rd of the month in advance, or by the Monday if paying weekly, payment should be made by 5pm Friday before at the latest.

(Circle which one applies)

All Payments are too be made from Monday to 5pm latest on the Friday in advance.

If paying monthly then last working day of the week, does not include weekends, Unless prior agreement.

**Daily Weekly Monthly (in advance only)**

**First Payment Due is:**

...................................................................................................................................................

**Additional notes for the contracted hours and other agreements that apply to the contract:**

(To include details public/bank holidays recognised by registered childminders)

**Bank holidays (there are 8 days)** **If your day would normally fall on a bank holiday then you will be charged (FF.) I do not work them.**

**If you need me to work in exceptional circumstances then this may be arranged but charged at double my hourly rate which is £9.00 per hour / per child (paid on arrival.)**

...................................................................................................................................................

**Additional charges and charges for absences: Due To**

**Childminder** - **6** weeks Holiday £ **(HF)** = (30 days if full time child.) E.g. Part time child 2 days a week over 6 weeks. **Plus** **Closed for 2 weeks at Christmas** **(NC)**

**Most holidays are taken in School Holidays**

**Childminder illness – I will try and let you know as soon as possible and practical.**  £ (**Refunded** – unless due to the parent knowingly sending their child while unwell which in turn led to me to close then **(FF) will be payable**, for their child, and you could be liable for the fees of the other children in my care, please follow **Public Health England Guidance**.

**Childminder** - Private appointments (I will try and give as much notice as possible) £ **(FF)**

**Childminder training days** - x 5 @ £5.00 per hour will try and give as much notice as possible.

**Parent/Guardian** - **6** weeks Holiday £ **(FF)** if different to mine.



**Occasional Weekends may be a possibility**

Saturday 8am-6pm £7.50

Sunday 8am -6pm £10.00

My holiday terms are taken from the Shaftesbury School website address below. <https://shaftesburyschool.co.uk/>

Bad Weather (including snow.) If I am open and you decide not to send, then **(FF)** will still be required.

Cost per outings will be discussed with the parent prior to going and additional cost will be added to the following bill.

**Holidays/paid time off: notice required (on both sides) at least 4 Weeks if possible.**

**Holidays can only be carried over into the next holiday period by both parties if it has been discussed and everyone is happy.**

**The holiday period runs from 1st April - to 1st April each year.**

**Childminding fee is applicable while child/children are at nursery. Yes No if I am the emergency contact and you require me to collect them from the nursery. I may also charge if I am dropping off and collecting as I’m unable to fill the space with another child.**

**Are childminding fees being funded by a third party? Yes No**

**E.G. Employer/Training Agency/ Nursery Education Grant/College/Childcare Funding for 2,3 and 4yr olds 15hr or 30hrs.**

**Details of third party**

....................................................................................................................................................

....................................................................................................................................................

....................................................................................................................................................

**(Unless the above third party is a party to the contract and have signed, the parent/guardian will be liable for all fees incurred, and all obligations under contract.)**

Code for the Childcare Funding provided by the Government is ……………………………………… if it is not valid / or updated in time to be able to claim the fees then the parent will be liable for the full fees upfront and in advance until it is corrected, then these fees except the non-refundable deposit will be refunded (once payment has been received via the funding team) straight away, non- refundable deposit will be returned on the final day of the contract. (Please see the description on the Non – Refundable deposit section in contract.)

If the funding rate for the 15hrs and 30hrs is less than my hourly rate then in order for me to remain viable and to continue to offer this service to your child/children, if you are in a position to offer a voluntary contribution **Yes** or **No** (circle option) to help then this would very much be appreciated, this would be based on the difference between their rate and my hourly fee. If you are doing additional hours to the above 15hr and 30hr then the hourly rate may be slightly higher for this service.

**Credit note will be issued for the period of lack of performance prepaid - where I am unable to perform my duties.**

Any additional notes that both parties wish to add to this contract.

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**I have also written a Data Protection Policy/Privacy Notice.**

**I will provide you with copy and a signed copy is retained for my files. This replaces the Data Protection Act, in May 2018.**

Any changes to the contract will require preferably 2 weeks’ notice, but this will not apply if the setting is required to close by Test / Track and Trace operator or the Local Authority.

If I am forced to close for reasons out of my control, parents agree to pay a voluntary retainer of 75% of monthly fees to retain your child’s space in the setting.

**Child's Name(s): ......................................................................................**

**1.** **The registered childminder agrees to:**

a. Care for the child during the contracted hours and at such other times as may be mutually agreed in writing.

b. Comply with all requirements of registration as laid down by the regulatory authority (Ofsted)

c. Comply with all requirements laid down by his/her insurance company

d. Provide suitable development experiences appropriate to the age and stage of development of the child named

e. Give as many weeks as possible of written notice of annual holiday and as much

notice of other leave as possible

f. Notify parents/ guardians as soon as reasonable possible of any accident or injury occurring whilst the chid s in the care of registered childminder. If the parent/guardian is not available, the childminder will contact your emergency contacts

g. Be available to discuss the care and development of the child with the parent/guardian when requested and at a time mutually convenient

h. Ensure that the child has opportunity to take part in the local community by joining in the following activities

* Park
* Outside play
* Toddler Groups
* Messy play
* Walks
* Many more

i. Issue a receipt for payment received

j. Inform parent(s) guardian(s) as soon as possible if there has been an illness in the household with in the previous 24 hours before a contacted period or if unforeseen circumstances prevent the registered childminder being available to care for the child to allow the parent(s) guardians(s) to make arrangements.

k. Maintain appropriate insurance cover, including public liability, house/contents and motor insurance with business use also covered.

l. Ensure that the child is appropriately restrained in a safety seat or straps according to their age and weight when travelling in the car

2. **The parent(s) guardian(s) agree to:**

a. Pay the fees as set out overleaf on the day agreed.

b. Arrive and collect the child on time

c. Provides the following items:

* Change of clothes
* Set of outdoor clothes suitable for the weather
* Coat
* Snacks
* Lunch
* Tea (if required)
* Other items (e.g. Toiletries, nappies **not** pull ups, sun cream etc.)

d. Give as many weeks’ notice of annual leave and as much notice of other leave as possible. Cancellation of annual leave, registered childminder paid time off or parent(s) guardian(s) holiday to be agreed by both parties

e. Provide necessary information requested by the registered childminder in connection with his/her registration and **notify any changes** to that information

f. Be available to discuss with the registered childminder the care and development of the child/children if so, requested by the childminder at a mutually convenient time

g. Inform the registered childminder if the child has been unwell within 24 hours before a contracted period and to follow the **Public Health England Guidance** on any kind of illness.

h. Inform the registered childminder of any medicine prescribed by the child's doctor and give written permission for the registered childminder to administer the medicine if such administration is required. Written permission will be required each time medicine is administered

i. Notify the registered childminder at the beginning of each contracted period of any accident/injury the child may have suffered since last in the care of the registered childminder, as the childminder will record details

j. Compensate the registered childminder for any damage to his/her property caused by intentionally destructive behaviour or roughness. Reimbursement to be paid on next date of payment

k. Acknowledge that the registered childminder has a statutory obligation to put their child protection policy into action when they have a concern about the welfare or safety of a child and inform the relevant authorities. These concerns may be reported to Children's Social Care, Ofsted, and Child-minding Agencies and / or the Police.

l. Read and sign the policies of which form part of the contract listed as follows:

These will be found on [**www.mandyormerod.co.uk**](http://www.mandyormerod.co.uk)

m. Abide by the policies that apply at the date of the contract and any new, amended or extended policies agreed during the term of the contract. Please check regularly on my website [**www.mandyormerod.co.uk**](http://www.mandyormerod.co.uk) as this is where they are updated.

**Terms and Conditions of the Contract**

It is a requirement of my insurance that a signed contract, permission forms and statutory policies and procedures confirmation are in place before your child’s care starts.

I commit to complying with the conditions of my insurance and to caring for and providing appropriate developmental experiences for your child, following the requirements of the early years foundation stage (EYFS) and the childcare register (for children of the age of 5 years)

In return you commit to paying your invoice on time and working closely with me to promote the best possible wellbeing and outcomes for your child.

I reserve the right to terminate you and your child’s contract immediately and without prejudice in the following circumstances:

* If the safety and well-being of the registered childminder, and members of their family or others in their care are threatened by a parent(s) guardian(s) or their child's behaviour included (but not limited to) theft or personal physical attacks.
* If the parent(s) guardian(s) abuses the registered childminder or exhibits unacceptable behaviour
* Failure to abide by my confidentiality policy or maintain my family’s confidentiality
* Failure by the parent(s) guardian(s) to comply with the policies and procedures set
* Failure by the parent(s) guardian(s) to comply with the contract
* Turning up on the door with your children expecting childcare without pre-payment will initiate immediate contract termination (unless a good reason is given and at my discretion) you will be turned away and your non-refundable deposit which covers your last month’s fees will be full fitted and kept by me. No further communication is required via both parties.
* If the child continually exhibits destructive or hurtful behaviour that does not improve with parent(s)guardian(s) cooperation in stopping the behaviour
* Non - payment of fees outstanding or recurring late fees that have accrued over time as detailed on your invoice(s). Following this I will then notify my legal team to instruct a solicitor to collect monies owed; this may also incur additional costs to you.
* If you do not bring your child for 3 4 5 days continuously booked days without any communication. See (Separate Communication Policy)
* If parent(s) guardian(s) constantly brings their child knowing that they were sick
* Failure to reimburse me for any property wilfully damaged by your child
* If I haven’t seen you for a while, I expect you to communicate with me once a month to update me with any changes in circumstances or to say all ok no changes - and also to confirm your next attendance a month prior along with payment via bank transfer to secure your up and coming booking. If I do no hear from you to confirm booking / paid in full then I will terminate your contract with immediate effect and your non-refundable deposit will be kept in full by me.

**Period of paid notice to end the contract is either 1 week 2 weeks 3 weeks or 4 weeks, depending on how much money has been provided for end of notice. But also, to bear in mind that until a non-fundable deposit preferably 4 weeks and an additional payment of minimum one week’s childcare costs are paid, your space is not guaranteed.**

**(Notice of termination of the contract must be given in writing and should not be given during a period of holiday of either party or childminder's paid time off.) If term time only contract, then it can only be given during attending weeks.**

**If necessary, to end the agreement immediately, then payment in lieu of notice must be made, unless the parties have agreed to a variation.**

**Some of the above terms may be also be duplicated in the Parent/childminder agrees to section.**

**I have read and understood the terms and conditions relating to this contract and understand that it is legally binding, and that I will receive a copy.**

**Registered Childminder ................................. Date...............................................**

**Parent/Guardian ........................................... Date..............................................**

**Registered Childminder ................................. Date...............................................**

**Parent/Guardian ........................................... Date..............................................**

**Registered Childminder ................................. Date...............................................**

**Parent/Guardian ........................................... Date..............................................**

**The registered childminder and the parent(s) guardian(s) agree to consult and review this contract every 6 months.**

Suggested date of next contract review............................................................................

**Please note: this contract remains in force until a new contract is agreed or until termination with notice is satisfactorily completed.**

Date contract review took place................./................/20.................

Registered Childminder ................................. Date...............................................

Parent/Guardian ........................................... Date..............................................

Registered Childminder ................................. Date...............................................

Parent/Guardian ........................................... Date..............................................

**Payment arrangement: Collection of a Month’s Non-Refundable Deposit.**

Parent/Guardian Name: ..................................................

Amount Owed for the Month: ..................................

Date..........................................................

Are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date Paid | Amount Paid | Amount Owing | Parent Initial | Childminder Initial |
|  |  |  |  |  |
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Signature of Parent...............................................

Signature of Childminder................................................

**After full payment is received**

Signature of Parent...............................................

Signature of Childminder................................................

Date Completed..................................................