

The London Borough of Waltham Forest has written this document to help with developing policies and procedures for parental contract/terms and conditions provision in your setting, including where the Free Early Education Entitlement (FEEE) form part of the early education/childcare package.

Extracts from DfE guidance have been provided for reference. These are in italics.

## Registration

- What is the duration of the parental contract/terms and conditions document?
- Is there a registration fee or deposit required to access a place at the setting?
- When is the parent/carer required to pay the registration fee/deposit?
- Is the registration fee/deposit refunded?
- When is the registration fee/deposit refunded?
- Are there any conditions attached to registration fee/deposit refunds?

*Providers can charge a refundable deposit to parents who are only accessing the free entitlements for two, three and four year olds for both the universal entitlement and the extended 30 hour entitlement but the deposit must be refunded within a reasonable period of the child taking up their place (in Waltham Forest this the end of the term in which the child started).*

*Arrangements for deposits where parents/carers choose to purchase additional hours or services is a matter between the parent/carer and provider to agree and should be outlined in the providers fees policy and parent/carer contract.*

- Do you make it clear to parents/carers the models of delivery that are available at your setting for:
  - Those taking up their free 2 year FEEE (up to 570hrs per annum) only
  - Those taking up their free 3/4 year universal FEEE only (up to 570hrs per annum) only
  - Those taking up their free 3/4 year FEEE for working parents only (up to 1140hrs per annum only
  - Those taking up their free 2 year FEEE (up to 570hrs per annum) as part of a contract for additional hours/services that are charged for
  - Those taking up their free 3/4 year universal FEEE (up to 570hrs per annum) as part of a contract for additional hours/services that are charged for
  - Those taking up their free 3/4 year FEEE for working parents only (up to 1140hrs per annum) as part of a contract for additional hours/services that are charged for

*Children should be able to take up their free hours as part of continuous provision and providers should avoid artificial breaks in the day wherever possible. For example, the lunch time hour/session should form part of the free provision where the child is attending a*

morning and afternoon session. Providers may wish to offer additional hours around the free provision hours.

Ensure parents are aware that the entitlement to a free place does not offer a guarantee of a place at any one provider or a particular pattern of provision.

There will be some patterns of delivery of free places that providers cannot – or do not want to provide.

Arrangements for deposits where parents/carers choose to purchase additional hours or services is a matter between the parent/carer and provider to agree and should be outlined in the providers fees policy and parent/carer contract.

- Do you make it clear how many weeks per annum the FEEE entitlement is offered over at your setting, and that if the offer is stretched over more than 38 weeks this reduces the number of FEEE hours that can be claimed for in that week? e.g.

	Hours per week (rounded to nearest 30 mins)	Number of weeks per year	Total hours per annum
1	11	52	570
2	11	51	570
3	11.5	50	570
4	12	48	570
5	14.5	39*	570
6	15	38**	570

\* Full Academic year with no inset days

\*\* Academic year minus 5 inset days

	Hours per week (rounded to nearest 30 mins)	Number of weeks per year	Total hours per annum
1	22	52	1140
2	22	51	1140
3	23	50	1140
4	24	48	1140
5	29	39*	1140
6	30	38**	1140

\* Full Academic year with no inset days

\*\* Academic year minus 5 inset days

- If there is a cap on the number of entirely free places that are available at the setting for 2 year olds and 3 year olds (570hr and 1140 hrs places) is this information made clear/available?
- Do parents/carers sign amended contracts/fee terms and conditions & parental declarations when changing their contracted hours/pattern of attendance?

### **Payment of nursery fees (if applicable)**

- Do you make it clear to parents/carers the fees for the models of delivery that are available at your setting and what is free?
- When are parents/carers' payment of nursery fees due?
- What form of payments will the nursery accept? e.g. cash, direct debit, childcare vouchers or tax free childcare
- Will parents/carers be charged for periods when the setting may be closes? e.g. bank holidays?
- Do you offer a sibling discount?
- Do you charge when children are absent from the nursery due to illness or holiday?
- What if any, are the repercussions for non-payment/outstanding payment?
- What if any, the repercussions/charges for late collections or early drop-offs?
- Do you charge parents if your setting closes due to unforeseen circumstances?
- What notification do you give parents for fee increases?
- How much do you charge for lunch/snacks?
- Do parents/carers with children taking up **only** their free entitlement have the option of bringing in a packed lunch?

*Providers can charge for meals and snacks as part of their delivery of the free entitlement as long as parents are not required to pay as a condition of taking up their child's free entitlement place. Providers may give parents other options including waiving or reducing the cost of meals and snacks, or allowing parents to bring in a packed lunch.*

- Do you make it clear on your invoices to parents/carers the free entitlement/hours they have taken up as well as any other purchasable extras such as cost of meals, other consumables and optional activities (e.g. Trips, nappies, wipes etc.)

*Government funding is intended to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the costs of meals, other consumables, additional hours or optional activities. Providers can charge for meals and snacks, consumables and optional activities as part of the free entitlement delivery, as long as parents are not required to pay as a condition of taking up their child's free entitlement place. Where parents choose to purchase additional hours of provision or optional activities, this is a private matter between the provider and the parent.*

*Providers should ensure that they are completely clear and transparent about which hours / sessions can be taken as free provision and this should be consistent for all parents taking up free hours. Providers should also ensure they have clear invoicing structure in place for parents.*

Example invoices can be located on The Hub should providers wish to download and adapt to their fees for their setting. You will need to sign in in order to download the document.

<https://thehub.walthamforest.gov.uk/policy/early-years/feee/contract>

### **Cancellation/termination**

- How much notice is needed for parents to give if withdrawing a child from nursery?
- How should above notice be given and who in the nursery should it be given to?
- Under what circumstances can the nursery terminate a contract?
- Do you use the deposit for the last period/month payment or do you refund it when the child ceases attending?