

**St. Peter's  
Out of School Care  
Limited**



**Client Contract**

**This contract is made between the parent/s or those with parental responsibility (the Client) and the Company (the Provider). The parties to the contract have agreed the terms within the contract. The terms comply with The National Minimum Standards for Regulated Childcare for children up to the age of 12 in Wales and the operational of the Provider. This contract relates to the care provided by the company for the child named within the contract. In some cases, care will be provided for more than one child in the same family. A separate contract needs to be completed for each child. Under the General Data Protection Regulation (GDPR) 2018 personal information will be held securely. At the point that a Client or the Provider withdraws from the provision of the service all data held upon the child and the parent/s or those with parental responsibility will be erased**

### **Contract**

This contract is made between the Provider and the Client for the care of:

Child's Name (please print):

Child's Date of Birth:

**It is a requirement of this contract that the parent/s and those with parental responsibility read, understand and accept all the contractual terms, conditions and requirements prior to signing the contract. Throughout this contract where the term Client is being used this should be taken to mean either or both parents or those with parental responsibility. Signing and returning the contract will be taken as acceptance of the terms, conditions and requirements set out.**

### **Contractual Terms, Conditions and Requirements:**

- That the person/s that is/are signing the contract are the parent or have parental responsibility or are doing so on behalf of **all** those with parental responsibility. This person/these persons signing the contract have undertaken to ensure that all those who have parental responsibility have been made aware of the existence and details of the terms, conditions and requirements of this contract and have been provided a copy, if required. In addition, that all those with parental responsibility for this child understand and accept **all** the terms, conditions and requirements of the contract.



time that may impact upon other who have had contact with individuals to whom such isolation pertains.

- All places required by the Client need to be booked and paid for in advance. A booking form/invoice will be sent by email to the Client before the start of the month. This will be approximately 7 days in advance of the start of the month. At that point the Client can request to alter a booking if they wish to book more or less sessions or cancel the booking completely. It is not viable for bookings to be altered within any month once it has started.
- Failure to pay for bookings in advance of the deadline set will result in the service being withdrawn. Clients must be aware that there will be no refunds or credits for non-attendance, for any reason.
- Requests for additional spaces can impact upon the ratios, set within the National Minimum Standards, that the provider can accommodate. Adding an additional child can sometimes require the engagement of an additional member of staff. In such cases the income generated falls well short of covering the staffing costs making the request unviable. It is important therefore that all Clients are aware that requests to book additional sessions should be made as soon as possible. Clients must not assume that if they require a session at short notice they will automatically be accommodated, although obviously the Provider will make every effort to help.
- The Providers' staff are not able to administer medication\*. They are able to oversee a child self-administer clearly identified prescribed medication if the appropriate permission forms are completed in advance. Such medication should be passed directly to the Responsible Person by a responsible adult. No medication should ever be given to a child to keep with them and administered without prior knowledge and approval of the Responsible Person. \*In the case of a child with a known allergy or condition requiring medication and /or the use of an epi pen, if required it will be administered. The parent must ensure that such medication is in date and the epi pen is stored at the setting on a daily or permanent basis so that it can be available for all contact time in the setting for the individual child. The responsibility for ensuring that the epi pen is in date and holds the correct dose is brought to the setting for each session or is left within the setting each week, term or year rests with the parent. If the any parent needs to discuss practicalities or has any questions or queries to allergies or allergic reactions, they must approach the Responsible Person.
- The Provider does not currently operate during school holidays or on INSET days.
- If a child has specific dietary needs related to preference, health, religious or cultural reasons then the Responsible Person must be informed.

- In the event of an emergency the procedures outlined in the parent booklet will be followed and all the Providers staff will endeavour to protect and safeguard the children at all times.
- The parent must ensure that any changes to contact details recorded on the Registration Form are always communicated to the Responsible Person.
- The policy and practice on behaviour management and sanctions that are in place in the Setting are set out in that parent booklet. Parental co-operation is essential to maintain a nurturing environment for all the children in our care. If a child's repeated actions, poor attitude and unacceptable behaviour are judged by any member of the Provider's staff, to be detrimental to the maintenance of this environment it will be reported to the Responsible Person. The Responsible Person will review the circumstances, evidence, frequency of incidents and previous sanctions, before making a judgement which will result in the child will be excluded for a fixed period or permanently from the setting.
- The Client agrees to give adequate written notice when they no longer wish to use the service. Upon receipt of written notice that the service is no longer required all records and data will be destroyed in line with the General Data Protection Regulation 2018. Should a parent subsequently decide to request to use the service again at some point in the future they understand and accept that a fresh application/s to register and a fresh contract/s for the child or children would have to be made.
- All complaints relating to the Provider and/or service should be made in line with the complaints policy which is available upon request.
- The service is led and managed with the intention of maintaining a culture where children can be safe, secure, relaxed and free to express themselves within the rules and parameters that are in place. All children, Clients and staff will have full access to all opportunities and consideration that the current and any future legislation in the UK and Wales preserve.

The Provider through the Responsible Person reserves the right to withdraw the service immediately at any point in the event that the child, their parent or any adult with parental responsibility (a) injures themselves, another child, client, visitor or a member of staff, (b) poses an unacceptable risk to themselves, a child, client, visitor or member of staff, (c) displays abusive, threatening or intimidating behaviour to a child, client, visitor or member of staff.

All restrictions, measures and impositions put in place during the Covid 19 pandemic, and similar outbreaks, have to be observed by all parties, as long as these remain in place.

### **Responsible Individual Responsibilities:**

The Responsible Individual has responsibilities are based on a set of principles:

- **Being people focused** – Ensuring that the children and Clients who use regulated service are at the centre of the Provider’s work and consider the impact of all aspects of the service on improving children’s well-being.
- **Supporting improvement** – Making judgements about the service, seeking to put in place best practice, identify poor practice and promote improvement in care and play services.
- **Transparency** – Striving to ensure clear communication to all stakeholders so that children, Clients and staff are aware of and involved in the provision and understanding how and why judgements are made.
- **Fairness** – Basing judgements around provision and operation on the evidence gathered from children, Clients and staff as well as inspection reports and advice and guidance from other sources.
- **Being robust** – Taking firm and timely action when there is evidence and an awareness that aspects of the service provide poor care or potentially place children at unacceptable risk.

The Responsible Individual core tasks are to ensure that the National Minimum Standards for Regulated Childcare for children up to the age of 12 years in Wales\* are understood by all stakeholders and delivered by him with the assistance of the staff and parents of the SPOSC.

\*These are available on demand and online from the CIW website or the Welsh Government website.

### **Parent’s Responsibilities**

- **Parents are expected to inform the club of who is authorised to collect their child on the registration form. Any changes in this must be immediately communicated to the club.**
- **Parents are expected to notify the club of any absences of pre-booked places including ongoing sickness.**
- **Parents must ensure the person collecting the child is aware they must approach the Manager, Deputy Manager or designated senior play worker, so that it is noted who is collected and by whom.**
- **Parents must ensure changes to the person/s that regularly collects the child are communicated in advance to the Manager or Deputy Manager of the SPOSC.**
- **The school and the SPOSC are separate entities they are not the same provider. They have separated and distinct operational features they have different inspection frameworks and the SPOSC is not under the influence or control of the bodies the school is. Whilst the two providers**

**work closely it is important all parents understand that the two providers operate independently. So no parent should assume that if they tell the school something the SPOSC is automatically made aware or vice versa. Parents must take responsibility for managing their relationship and communication with the SPOSC.**

- **No parent has an automatic right of entry to the club because their child is registered at the school. All parents must adhere to the behaviour guidance that is available on demand.**
- **Parents must ensure that they comply with the dropping off and collection procedures.**
- **Parents must ensure children are dropped off and collected from the external door that faces the playground from the Elm Street entrance to the school unless specifically directed by staff or the Responsible Individual to an alternative entrance/exit.**
- **No parent should enter the club without permission. The usual reasons that a parent should be inside the club facility are to update information or records, pay fees, collect a child that is sick or injured or register a complaint. Parents should not access any other part of the club or school without clear permission from the staff or Responsible Individual.**
- **No parent should use the SPOSC base to access any other location within the school. Should a parent need to access another location within the school they should present in all cases to the main reception area of the school.**
- **Parents or an adult acting for them understand and accept that they must never take their child or any other child from the club or an approved activity without informing the Manager, Deputy Manager or designated senior play worker.**
- **Parents must ensure that any changes of contact details are communicated to the Person in Charge/ Manager or in their absence the Deputy Manager immediately. It is just as important that contact numbers are viable i.e. mobile phones are turned on and individuals are in a position to take a call from the SPOSC. Any changes should be where possible in writing and dated.**
- **The SPOSC is informed immediately of any changes to collection details or health needs of the child/children. Changes to health needs should always be in writing and dated with copies of any direction from medical professionals to indicate and/or support any such changes.**

I understand and accept my/our responsibilities and the terms, conditions and requirements set out in this contract to provide day care services outside the school day for the named child on a fixed or flexible reserved basis.

**Parent/s Individuals with Parental Responsibility** (The complexity of family life and relationships for many of us, require the Provider to make it clear that it is the Client in this contract is/are, the parent/s and/or all person/s with parental responsibility. The parent/s and/or all those have parental responsibility, who have requested this service must ensure that all the parents and all those with parental responsibility are aware of the request for the service and of this contract and have been offered the opportunity to read, scrutinise and sign it to indicate their awareness and acceptance of the terms, conditions and requirement contained within it. If any parent or individual with parental responsibility requires a copy or has any issues with any aspect of the contract, then this request or query should be raised before the signed contract is returned

Signed:	Printed:
Status: Parent*	Parental Responsibility*
Signed:	Printed:
Status: Parent*	Parental Responsibility*
Signed:	Printed:
Status: Parent*	Parental Responsibility*
Signed:	Printed:
Status: Parent*	Parental Responsibility*
*Please circle the correct status	
Date:	

**Responsible individual:**

Signed:	Printed:
Date:	