

Innsworth Preschool Parent Provider Agreement

Last Updated: June 2026

Part 1: The Contractual Relationship

1.1 The Parties:

This agreement is made between Innsworth Preschool (“the Provider”) and the parent(s) or guardian(s) named on the Enrolment Form (“the Parent”).

1.2 Basis of the Agreement:

This Agreement, together with the Enrolment Form, the Fees, Funding and Charges Policy, the Parent Handbook, and any other policies or documents expressly incorporated by reference, forms the entire contract between the parties. In the event of any conflict, this Agreement takes precedence in relation to legal and contractual terms, and the Fees, Funding and Charges Policy takes precedence in relation to current rates and charges.

1.3 Updating Terms and Policies:

The Provider may update its policies, procedures, fees, and operating arrangements to reflect legal or regulatory requirements, safeguarding obligations, operational needs, or rising costs. Where a change is material, such as a fee increase or a significant change to session times, the Provider will normally give at least one calendar month’s written notice. If the Parent does not accept a material change, the Parent may terminate this Agreement without penalty by giving written notice before the change takes effect. Changes required by law, regulation, safeguarding necessity, or immediate health and safety concerns may take effect immediately upon notification.

1.4 Communication and Written Record:

To ensure clarity and maintain a proper audit trail, queries regarding fees, funding, business policies, complaints, or other contractual matters must be raised in writing. Email is accepted for this purpose. Staff will not discuss complex financial,

policy, or contractual matters at the door during drop-off or collection, as their priority at those times must remain the supervision, safety, and welfare of children.

Part 2: Admissions and the Probationary Period

2.1 Settling/Probation Period: To help ensure that the setting can meet the child's needs safely and appropriately, all new places are subject to a 6-week settling/probation period. During this period, the Provider will assess whether the child is settling into group care, whether the Provider can meet the child's needs, whether the child can safely and appropriately manage the group-care environment, and whether any SEND, disability, medical, developmental, safeguarding, staffing, ratio, or reasonable-adjustment matters need further review. Normal notice may apply where appropriate. However, the Provider may use shorter notice, immediate review, reduced sessions, suspension, or termination where necessary due to safeguarding, safety, serious behaviour concerns, staffing or ratio concerns, unmet needs, non-payment, failure to disclose important information, breakdown in the working relationship with parents, or the Provider being unable to meet the child's needs in group care. Successful completion of the settling/probation period does not limit the Provider's wider rights under this Agreement.

2.2 Admissions and Ongoing Placement: Places are offered subject to availability, the Provider's admissions arrangements, and the Provider being able to meet the child's needs safely within available staffing and resources. Before a child joins Innsworth Preschool, the setting must meet the child and family and every child must complete two pre-admission visits: a first visit and a stay-and-play visit. There are no exceptions to this requirement. A place offered for one period does not create an automatic right to a place for any future period. The Provider reserves the right to require updated enrolment information, renewed confirmation, or a further application where reasonably necessary for operational, safeguarding, or admissions purposes.

Part 3: Fees, Funding and Optional Services

3.1 Government Funded Hours: Government funding covers the cost of delivering the funded early education and childcare entitlement only. We will not charge top-up fees for funded hours. Charges for meals, optional services, and any additional private hours are separate and optional. The 15-hour or 30-hour funded sessions chosen by the Parent and accepted by the Provider are reserved for the child. If the child does not attend, those funded sessions are not refunded, moved, replaced, swapped, carried over, exchanged for another session, or given to another family. This applies to illness, holidays, appointments, school visits, family commitments, late arrival, early collection, and any other absence. Funding hours have no cash value and cannot be refunded or exchanged. Funding claims remain subject to Local Authority rules.

3.2 Optional Services: Innsworth Preschool offers optional services, including Brunch, Lunch, Farm Experience, Wellbeing Club, and the Nappy and Wipes Service as set out in the Enrolment Form and Fees, Funding and Charges Policy. Selected meals and optional extras are not normally removed or refunded because the child did not attend, arrived late, left early, or did not use the service that day.

3.3 Annual Booking and Planning: When the place is accepted, the child's regular funded and/or privately paid sessions, meals, and optional extras are planned and reserved for the school year. The Provider plans staffing, ratios, resources, meals, and services using the regular booking, not attendance on a particular day.

3.4 Additional and Changed Sessions: Additional privately paid sessions are separate from funded entitlement and may be requested when needed.

They are offered only where availability, staffing, ratios, and safe operation allow. Requests to change regular sessions must be made in writing, may be limited to one change per term, and are subject to availability, funding rules, staffing, ratios, notice requirements, and operational needs.

3.5 Management Discretion and Goodwill: Any exception is entirely at the discretion of the management team and must be confirmed in writing. A goodwill gesture in exceptional circumstances does not change the usual rules or create an entitlement to a future refund, credit, moved, replacement, swapped, or alternative session.

3.6 Responsibility for Food and Other Items (Opt Out): If the Parent chooses to opt out of any meal provided by the preschool, the Parent accepts responsibility for providing suitable food and drink for the relevant part of the child's day in accordance with the preschool's policies. Any food provided from home must be supplied in a compact, named, wipe-clean container, with an ice pack where needed, and must strictly comply with the preschool's allergen controls, food safety rules, and any other stated requirements. Food brought from home must not contain, or be labelled as "may contain", any allergen restricted by the setting. Standing restricted allergens include nuts, peanuts, and sesame.

Additional restrictions may apply where required by a child's allergy plan, medical need, or EpiPen requirement, including but not limited to fish and egg where these are restricted by the setting. If provided items are unsafe, unsuitable, non-compliant, or cannot be verified as safe, staff may refuse to allow them into the setting or may intervene as necessary to safeguard children and staff. In such cases, the Provider may supply a compliant replacement item or meal. For emergency replacement meals, the £6 emergency meal charge may apply, subject to funding rules and any applicable legal requirements. Repeated non-compliance may result in further action, including review of the child's arrangements and,

where necessary, withdrawal of optional services or termination of the place in line with this Agreement.

3.7 Deposits and Registration Fees: No deposit or registration fee is charged as a condition of accessing a place at Innsworth Preschool. No deposit is required for funded places, private places, or any optional services.

3.8 Payment Terms: Fees for private sessions, optional services, and any other chargeable items are payable in accordance with the Fees, Funding and Charges Policy and issued invoices. Invoices must be paid in full by the stated due date. We reserve the right to charge reasonable administrative costs of up to £30.00 for late payment.

Fees must be paid in full without deduction or set-off. Raising a query, dispute, or complaint does not remove or delay the obligation to pay charges by the due date. If fees remain unpaid, we reserve the right to suspend optional services, private sessions, or the child's overall place until the balance is cleared or an agreed payment arrangement is in place.

If we are forced to engage a third party to recover outstanding sums, the Parent agrees to be liable for all reasonable recovery costs incurred, including debt collection and legal costs.

Part 4: Nature of the Setting and Risks

4.1 Nature of the Setting: The Parent acknowledges that the preschool curriculum includes messy play, outdoor learning, and farm-based activities. The Provider is not liable for staining, wear, or damage to clothing or personal items resulting from normal preschool activities. Children should not bring toys, personal items, or non-essential belongings from home unless this has been agreed in advance with the preschool.

Innsworth Preschool is not responsible for loss or damage to items brought from home unless caused by the setting's negligence. Staff will not stop the departure process or search for missing items at collection time; items will be returned if and when found. The Parent accepts that minor childhood accidents may occur despite appropriate supervision and risk management. The Provider will record accidents and incidents in line with statutory requirements.

4.2 Medical, Illness and Emergency Treatment:

The Provider follows relevant public health guidance, including UKHSA exclusion guidance. The Manager's decision regarding a child's fitness to attend is final. The Provider does not administer unprescribed medication solely to mask symptoms. In an emergency, or where urgent medical attention is required, the Parent authorises staff to seek medical advice, obtain treatment, and where necessary call an ambulance if the Parent cannot be reached immediately.

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Part 5: Conduct and Termination

5.1 Conduct:

The Provider has a legal duty to protect its staff, children, and families and to maintain a safe and respectful environment. The following will be treated as a material breach of this Agreement:

- aggressive, abusive, threatening, or harassing behaviour towards staff, children, or families
- refusal to follow reasonable policies, procedures, or safety requirements
- repeated failure to work in respectful partnership with the Provider
- making malicious, unfounded, or harmful allegations or insinuations against the Provider or its staff
- posting abusive or inappropriate content, sharing confidential information, or posting images of other children on social media without permission

5.2 Termination Rights:

By Parent:

Outside of the probationary period, one full calendar month's written notice is required. Fees remain payable during the notice period.

By Provider (Standard Notice):

The Provider may terminate this Agreement with one full calendar month's written notice.

By Provider (Immediate):

The Provider reserves the right to terminate immediately where there is a serious breach of this Agreement, including a breach of Clause 5.1, a breakdown in the professional relationship, or where the child's continued attendance presents a safeguarding, welfare, health and safety, or operational risk. The Provider will record the reasons for such decisions.

Part 6: General Provisions

6.1 Closures, Reduced Operation and Charges: Innsworth Preschool will always try to remain open where it is safe and reasonable to do so. However, management may close in advance, close during the day, reduce operating hours, close or restrict a room or activity, restrict attendance, or require early collection where it reasonably believes that extreme weather, high temperatures, humidity, inadequate ventilation or cooling, premises conditions, utility failure, staffing levels, ratios, child wellbeing, staff wellbeing (including risks to pregnant or otherwise vulnerable staff), or another safety concern means the setting cannot operate safely or appropriately. The decision will be made by the Manager or most senior authorised person using professional judgement, dynamic risk assessment, EYFS safeguarding and welfare duties, health and safety responsibilities, staffing and premises information, and the needs of the children and staff on site. Private fees, booked sessions, booked meals, additional hours, selected optional services, and other agreed charges remain payable during emergency, safety-related, weather-related, staffing-related, or premises-related closure or reduced operation unless the setting is legally required to refund, credit, or adjust them, or management decides otherwise in writing. This reflects fixed staffing, premises, food, and operational costs and will always be applied subject to consumer law, statutory rights, contractual fairness, and the circumstances of the closure. Funded entitlement sessions affected by closure or reduced delivery will be managed in line with the current Gloucestershire Early Years Provider Agreement, parental declaration, local authority funding rules, and any applicable guidance. The setting will follow the required funding process and will not claim or charge in a way that breaches those requirements. If a continuous closure lasts more than 14 calendar days, either party may request a written review of the place and charges, and the Parent may terminate without a notice penalty unless law or the applicable funding arrangements require a different process.

6.2 Severability:

If any clause of this Agreement is found to be unenforceable, the remaining clauses shall remain valid and in full effect.

6.3 Agreement:

By signing the Enrolment Form, the Parent confirms that they have read, understood, and agree to the terms of this Parent Provider Agreement.

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