

Innsworth Preschool Suspension and Termination of Place Policy

Last Updated: June 2026

1. Purpose and Scope

1.1 Overview: This policy sets out the circumstances under which Innsworth Preschool may temporarily suspend attendance, restrict attendance, reduce attendance, or permanently terminate a childcare place.

1.2 Objective: Our primary duty is to safeguard children, protect staff, maintain safe staffing and supervision, and operate the setting safely and lawfully. This policy explains the fair, proportionate, and evidence-based process we follow where safety, safeguarding, operational stability, parent partnership, or the suitability of a placement is compromised.

1.3 Scope: This policy applies to all children attending Innsworth Preschool, all parents and carers, all authorised collectors, and any person acting on behalf of a family. It applies to concerns linked to child behaviour, parent conduct, safeguarding, non-payment, missing information, medical or SEND risk, breach of policies, or any other issue that affects the safe and effective running of the setting.

1.4 Precedence: Where this policy conflicts with any earlier or more general document, this policy takes precedence for decisions relating to suspension, restriction, reduction, or termination of a place.

2. Legal and Statutory Framework

2.1 Compliance: This policy is underpinned by and ensures compliance with:

- The Statutory Framework for the Early Years Foundation Stage (EYFS)
- The Equality Act 2010
- The SEND Code of Practice: 0 to 25 years (2015)
- The Health and Safety at Work etc. Act 1974
- The Children Acts 1989 and 2004

- The Consumer Rights Act 2015
- Competition and Markets Authority (CMA) guidance on unfair contract terms
- Working Together to Safeguard Children
- UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018

3. Core Principles

3.1 Safety First: We will not compromise the physical or emotional safety of children, staff, families, or visitors. Where there is a conflict between maintaining a place and keeping people safe, safety will take priority.

3.2 Safeguarding Priority: Where a safeguarding concern exists, safeguarding procedures take precedence over contractual or operational preferences. The setting may take immediate protective action where this is necessary to protect a child, another child, staff, or the safe operation of the setting.

3.3 Reasonable Effort: We will make reasonable efforts to support a child and work with parents before ending a place, except where there is an immediate and serious safety or safeguarding risk, a serious breach of contract, or urgent action is required to maintain legal ratios, supervision, or safety.

3.4 Proportionality: Any decision to suspend, restrict, reduce, or terminate a place will be proportionate to the level of risk, the seriousness of the concern, the evidence available, and the setting's ability to manage the issue safely.

3.5 Evidence-Based Decisions: Decisions will be based on documented evidence, which may include incident records, risk assessments, staff observations, parent communication, medical or SEND information, professional advice, payment records, safeguarding information, or other relevant records.

3.6 Equality and SEND: We will not suspend or terminate a place solely because a child has SEND, a disability, medical needs, or emerging needs. Decisions will be based on risk, safety, reasonable adjustments considered, and whether the setting can meet the child's needs safely within its group-based provision, staffing, resources, and legal duties.

4. Procedure for Managing High-Risk Behaviour

4.1 Immediate Collection Triggers: Parents will be contacted for immediate collection if a child displays behaviour that poses an immediate or serious safety risk. Objective triggers may include:

- Physical aggression causing injury or credible risk of injury to staff or children
- Attempts to abscond into hazardous areas, including gates, roads, car parks, outdoor practical learning areas, or restricted zones
- Use of an object to threaten, strike, injure, or create a weapon-like risk
- Repeated aggressive incidents within a single session despite staff intervention
- Severe dysregulation where the setting cannot keep the child, other children, or staff safe within statutory ratios
- Repeated spitting, biting, scratching, kicking, hitting, or throwing that creates injury or infection risk
- Biting that breaks the skin or targets the face, neck, or another high-risk area
- Sustained unsafe behaviour requiring continuous 1:1 supervision that cannot be safely maintained within statutory ratios
- Behaviour that prevents staff from safely supervising the wider group
- Behaviour that creates serious distress, fear, or disruption for other children
- Behaviour that places staff, children, visitors, outdoor learning areas, equipment, or property at immediate risk

4.2 Decision Making: The decision to require immediate collection is made by the Manager, Deputy Manager, or Senior Person in charge. The decision will be recorded with the reason, the behaviour observed, the risk identified, and the action taken.

4.3 Collection Expectation: If a child must be collected for immediate safety reasons, the parent or authorised adult must attend as soon as possible and normally within 60 minutes unless a different timeframe is agreed by the Manager.

4.4 Refusal or Failure to Collect: If a parent refuses to collect, cannot be contacted, or does not attend within the required timeframe, the setting will continue to supervise the child as safely as possible while maintaining the safety of others.

4.5 Operational Review: If parents cannot meet the requirement to collect when safety requires it, the place may be reviewed as operationally unworkable.

4.6 Safeguarding Referral: Contacting external agencies is not used as a punishment. However, if the child's welfare or the safety of others cannot be managed due to refusal or failure to collect, we may seek advice and support from Children's Social Care, the Police, or another appropriate agency in line with safeguarding duties.

4.7 Repeated Incidents: Where serious incidents recur, we will initiate a formal review process. This may include:

- Incident pattern analysis
- Behaviour risk assessment
- Review of staffing and supervision impact
- Review of triggers, routines, transitions, and environmental factors
- Implementation of interim controls, such as zone restrictions, increased supervision, phased attendance, or reduced hours
- A formal meeting with parents
- A written plan with clear actions and review dates
- Involvement of the SENCO, DSL, or external professionals where relevant

5. Suspension of Attendance

5.1 Investigatory Suspension: We reserve the right to suspend a child's attendance for a short, fixed period, normally up to 48 hours, where time is needed to complete a risk assessment, gather information, consult professionals, review evidence, speak with parents, or put safety controls in place.

5.2 Neutral Safety Measure: Investigatory suspension is a neutral safety measure. It is not a disciplinary sanction and does not, by itself, mean that the child or parent has done something wrong.

5.3 Extension of Suspension: Suspension may be extended where we are awaiting external advice, safeguarding guidance, Local Authority input, medical information, professional assessment, or where further time is required to put safe controls in place. Extensions will be time-limited, reviewed at least every 5 working days, and confirmed in writing with reasons.

5.4 Conduct or Safety Suspension: A conduct or safety suspension may be used where behaviour, parent conduct, missing information, medical risk, safeguarding concerns, non-payment, or breach of policy creates a risk that cannot be managed safely while the child continues to attend.

5.5 Temporary Behavioural Suspension: A temporary behavioural suspension may be used where behaviour poses a significant risk, but there is a reasonable prospect of a safe return. Parents will be invited to a meeting to agree a time-bound support plan with clear, measurable targets.

5.6 Reintegration: A phased return may be attempted where risk assessment supports this. Reintegration may include reduced hours, restricted access to certain areas, additional handover arrangements, behaviour support plans, or other proportionate controls.

5.7 Escalation: If agreed targets are not met, risks increase, or the setting cannot safely manage the child's attendance, the process may escalate to a Termination Review.

6. Fees During Suspension

6.1 Investigatory Suspension: Provider-directed suspension is different from ordinary child or family absence. Where the setting imposes a neutral investigatory suspension, any fee, credit, funding, or service adjustment will be decided under the Parent-Provider Agreement, Fees, Funding and Charges Policy, Local Authority funding rules, and the circumstances of the case.

6.2 Conduct or Safety Suspension: Where suspension is due to proven unsafe behaviour, serious breach of policy, parent conduct, non-payment, or breach of the Parent-Provider Agreement, privately paid fees and booked optional-service charges may remain payable and notice terms may apply. Any fee, charge, credit, refund or adjustment will be assessed fairly under the Parent-Provider Agreement, Fees, Funding and Charges Policy, consumer law, costs and services already incurred or reserved, and the circumstances of the case. Funded hours will be administered in line with Local Authority rules.

6.3 Safeguarding or External Agency Delay: Where suspension continues because we are awaiting safeguarding, Local Authority, medical, or professional advice, fees will be managed fairly and in line with the Parent-Provider Agreement, Fees, Funding and Charges Policy, and the circumstances of the case.

6.4 Emergency, Safety or Operational Closure: Where the setting closes, reduces hours, restricts attendance, or is unable to provide booked care due to emergency, safety, staffing, weather, premises, public health, safeguarding, or operational reasons, any fee, charge, credit, refund, or adjustment will be considered in line with the Parent-Provider Agreement, the Fees, Funding and Charges Policy, current local authority funding rules, consumer law, the reason for the closure, costs already incurred, services already provided or reserved, and the circumstances of the case. The setting may retain or charge reasonable sums where this is lawful, fair, clearly explained, and linked to costs, losses, booked provision, services already arranged, or the circumstances of the disruption. The setting will not rely on a blanket no-refund position where this would be unfair or inconsistent with

statutory rights. Funded entitlement sessions will be managed under current Local Authority funding rules and the provider agreement.

6.5 No Automatic Precedent: Any exceptional credit, adjustment, or goodwill gesture made following suspension or restriction is entirely at management's discretion, does not change the ordinary absence rules, and does not create an entitlement in any future case.

7. Termination of Place

7.1 Last Resort: Termination of a childcare place is a serious step and is usually used only where reasonable measures have been attempted or considered and the child's continued attendance would compromise safety, welfare, staffing, ratios, operational stability, or the effective running of the setting.

7.2 Final Review Meeting: Where practicable, parents will be invited to a final review meeting before termination. This meeting may consider:

- Incident history
- Risks identified
- Support attempted
- Adjustments considered
- Parent engagement
- Professional advice
- Impact on the child, other children, staff, and the wider setting
- Whether safe continuation is possible

7.3 Written Decision: A formal written decision will be issued. This will explain the reason for termination, the evidence relied on, the effective date, any notice arrangements, and any internal review process available.

7.4 Immediate Termination: We reserve the right to terminate a place with immediate effect where there is a serious incident, serious breach, safeguarding threshold concern, or risk that cannot be made safe through immediate, proportionate controls.

7.5 Serious Incident Criteria: Immediate termination may apply where there is:

- Serious injury or credible threat of serious harm
- Serious violence, aggression, or unsafe behaviour
- Behaviour that places children, staff, or visitors at significant risk
- Safeguarding concerns requiring immediate protective action
- Serious or repeated breach of safety rules
- Serious parent conduct concerns
- Serious dishonesty, withheld information, or misleading information affecting safety
- Serious or repeated non-payment
- Repeated failure to follow essential medical, allergy, SEND, safeguarding, or safety plans
- Any other serious, evidenced issue which, after reasonable assessment and consideration of proportionate controls, means continued attendance cannot be managed safely, lawfully or operationally

7.6 Agency Involvement: Advice from Children's Social Care, the Police, Local Authority, LADO, health professionals, or other agencies will be sought where appropriate.

8. Termination Due to Parental Conduct

8.1 Partnership Requirement: Parents and carers are required to work in a relationship of mutual trust, respect, and cooperation with the setting. A child's place may become unsustainable where the parent-provider relationship breaks down.

8.2 Objective Grounds: We may suspend, restrict, or terminate a child's place where parent or carer conduct breaches the Parent-Provider Agreement, Parent Terms, Code of Conduct, setting policies, or reasonable and lawful staff instructions. Parents must not make unilateral decisions or attempt to override staff at the door about care, attendance, food, medication, clothing, collection, toileting, nappies, wipes, safety arrangements or support needs. Objective grounds include:

- Threats, abuse, intimidation, harassment, or aggression towards staff, children, families, or visitors
- Discriminatory conduct
- Filming, photographing, or recording on site without permission, unless required or permitted by law
- Refusal to follow lawful safety directions on site
- Refusal to leave the premises when asked
- Repeated breach of confidentiality or privacy
- Repeated unreasonable, excessive, hostile, or disruptive communication
- Attempts to involve the setting in family disputes inappropriately
- Repeated refusal to engage with essential safety, behaviour, medical, SEND, or safeguarding plans
- Conduct that affects staff wellbeing, operational stability, safeguarding, or the safe running of the setting

8.3 Restricted Access or Communication: Before termination, where appropriate, we may implement controls such as:

- Written-only communication
- A single point of contact
- Appointment-only access
- Restricted handover arrangements
- Exclusion of a particular adult from site
- Requirement for an alternative authorised collector
- Formal warning or written agreement

8.4 Serious Breach: A serious single incident of parent conduct may justify immediate suspension or termination without prior warning where the behaviour creates a significant risk, serious breakdown in trust, or makes continued partnership unworkable.

8.5 Legal Basis: Action is taken on the basis of breach of the Parent-Provider Agreement, breach of policy, safeguarding duty, health and safety duty, and our duty to protect staff and children.

9. Termination Due to Non-Payment

9.1 Payment Requirement: Parents are required to pay fees, charges, optional services, late collection charges, emergency charges, and any other agreed charges in line with the Fees, Funding and Charges Policy and Parent-Provider Agreement.

9.2 Late or Unpaid Fees: Where fees remain unpaid, are repeatedly paid late, or no agreed payment plan is followed, the setting may suspend chargeable sessions, refuse additional paid services, withdraw optional services, restrict future bookings, or terminate the place.

9.3 Funding Issues: Where funding cannot be claimed because a code is missing, invalid, expired, rejected, not reconfirmed, or information has not been provided by the parent, the parent may become liable for private fees in line with the Fees, Funding and Charges Policy.

9.4 Review of Place: Serious or repeated non-payment may be treated as a breach of the Parent-Provider Agreement and may result in termination of the place.

10. Termination Due to Missing or Withheld Information

10.1 Accurate Information: Parents must provide full, accurate, and up-to-date information about their child. This includes medical needs, allergies, medication, SEND, safeguarding issues, court orders, collection restrictions, social worker involvement, dietary needs, previous setting concerns, reduced hours, exclusions, serious incidents, or support arrangements elsewhere.

10.2 Safety Impact: Where information is missing, withheld, incomplete, inaccurate, or provided late, and this affects risk assessment, care planning, safeguarding, staffing, or the setting's ability to meet the child's needs safely, the place may be reviewed, restricted, suspended, withdrawn, or terminated.

10.3 Serious Breach: Deliberately withholding or misrepresenting information that affects safety, safeguarding, or suitability may be treated as a serious breach.

11. Reduced Hours, Restricted Access and Alternative Controls

11.1 Purpose: Reduced hours, phased attendance, restricted access, or alternative controls may be used where they are necessary to manage risk, support transition, protect safety, or assess whether a placement can continue.

11.2 Examples: These controls may include:

- Shorter sessions
- Temporary reduced attendance
- Phased return
- Restricted access to Farm Experience planting, growing, gardening, cooking, nature-based or other higher-risk practical areas
- Increased handover controls
- Requirement for specific equipment, medication, or support plans
- Parent collection following specific triggers
- Temporary pause while assessment takes place

11.3 Review: Any reduced or restricted arrangement will be recorded, explained to parents, and reviewed at appropriate intervals.

11.4 Not a Guarantee: A reduced or restricted arrangement does not guarantee that the place can continue if risks remain unacceptable or support cannot be delivered safely.

12. Financial Liability

12.1 Notice Fees: We may apply notice period fees in line with the Parent-Provider Agreement and Fees, Funding and Charges Policy.

12.2 Immediate Termination: Where termination is immediate due to serious breach, unsafe conduct, non-payment, or conduct that makes the place unworkable, fees will be applied fairly and in line with the contractual terms.

12.3 Reasonable Costs: Costs incurred may include care already delivered, staffing, administration, third-party costs, non-refundable costs, and notice-period losses where permitted by the Parent-Provider Agreement and law.

12.4 No Double Recovery: We will not recover the same loss twice. Any charges applied will be proportionate and linked to the setting's published terms.

13. Decision-Making and Record Keeping

13.1 Decision Note: All decisions to suspend, restrict, reduce, or terminate a place are recorded in a formal Decision Note.

13.2 Contents: The Decision Note may include:

- Incident chronology and evidence summary
- Risk assessment findings
- Steps taken and support provided
- Parent communication and engagement
- Professional advice sought
- Equality Act and SEND consideration
- Reasonable adjustments considered or attempted
- Safeguarding considerations
- Financial or contractual issues where relevant
- Rationale for the decision
- Review or appeal route where applicable

13.3 Confidentiality: Records are stored securely and shared only where necessary and lawful.

14. Equality Act and SEND Considerations

14.1 No Automatic Exclusion: We will not suspend or terminate a place solely because a child has SEND, a disability, medical needs, or emerging needs.

14.2 Risk and Capacity: Decisions are based on documented risk, reasonable adjustments considered, and the setting's ability to meet the child's needs safely within our staffing, ratios, premises, resources, and group-based provision.

14.3 Legitimate Aim: Where suspension, restriction, reduction, or termination is required, the decision will be a proportionate means of achieving the legitimate aim of protecting the health, safety, welfare, and rights of the child, other children, staff, and the wider setting.

15. Internal Review

15.1 Review Request: Parents may request an internal review of a termination decision in writing within 14 calendar days of the written decision.

15.2 Review Process: The review will be conducted by a senior member of staff, owner, committee member, or suitable independent person who was not directly responsible for the original decision, where practicable.

15.3 Review Outcome: A written outcome will be provided. The review may uphold, amend, or overturn the original decision.

15.4 Status During Review: A request for review does not pause or reverse a suspension, restriction, reduction, or termination decision unless the setting confirms this in writing.

16. Monitoring and Review

16.1 Monitoring: Suspension, restriction, reduction, and termination decisions are monitored by the Manager and leadership team to ensure consistency, fairness, legal compliance, and safe practice.

16.2 Review: This policy is reviewed annually, or earlier where there are changes in legislation, statutory guidance, operational practice, or the needs of the setting.

