

## Notes for guidance on completing the Tiny Tots Childminding contract

These notes are offered as an aid to discussion between the registered childminder and the parent and should be read by all parties to the contract before completing the agreement. The registered childminding contract will be interpreted using these notes and with the definitions contained within them. The details of this contract remain confidential except in the case of child protection issues, or County Court Proceedings.

**Please note that registered childminders have an obligation to report to Ofsted and social services any information that may relate to child protection.**

1. **Parties to the contract** It is essential that the name(s) of all parties to the agreement are entered on the contract. This should include both parents/guardians if there is joint responsibility for the care of the child. In some cases this may include a parents/guardians employer. In cases of shared custody of the children, it is recommended that the details of residence or contact arrangements, as well as the address of each parent/guardian and the address at which the child is resident, should be provided. This space should also be used to note information about who has legal contact with the child; and who has parental responsibility for the child to comply with Early Years Foundation Stage requirements.
2. **Public Liability Insurance** It is a requirement that the registered childminder should hold Public Liability Insurance and that parents/guardians should ask to see a current Public Liability Insurance certificate and satisfy themselves that the childminder has cover. The name of the public liability insurer should be entered along with the policy number and expiry date.
3. **Name of child** The full name of the child must be entered, as well as the name by which the child is usually known. A separate contract should be completed for each child, since the circumstances of each child within the same family may be different depending on age and development.
4. **Particular needs of named child** This note refers primarily to children with dietary, religious, cultural or other particular needs. It is suggested that these issues are discussed as fully as possible before the contract begins and that any particular needs are entered on the contract.
5. **Bringing/collecting the child** At the start of the arrangement, the registered childminder must be introduced to anyone who will be bringing/collecting the child each day and made aware in good time of any changes to arrangements. This is particularly important if parents/guardians separate and residence or contact arrangements change. Any person not named as being authorised by the parent(s)/guardian(s) may not collect the child without written permission from the parent(s)/guardian(s) or a password is provided except in emergency situations. Please record the contact details of anyone authorised to bring/collect the child whose contact details are not recorded elsewhere on the contract in the space provided. Please see our Drop off and Collection Policy.
6. **Retainer fees** A retainer fee (usually half the normal childminding rate) may be paid in circumstances where a placement is being reserved for future use. The fee is not a credit against future childminding services. The registered childminder's service must be available during the retainer period if required (although adequate notice must be given), and full fee is payable when the place is being used. A retainer fee may only be charged when the service is available (i.e. not during the childminder's holidays). It should not be necessary to enter into an arrangement to pay a retainer fee for a long period of time. Parents/guardians and registered childminders should note that formal arrangements to reserve a place for a new baby should not be made until after the birth.  
If the registered childminder is not able to offer the place as agreed under the terms of the contract or varies the terms and conditions of the placement without the parent/guardians agreement, then the retainer fee should be returned to the parent/guardian in full. If the parent/guardian decides not to take up the retained place, then the retainer fee will be retained by the childminder.
7. **Reservation deposit** In most circumstances a two week deposit will be taken to hold the child's place. This deposit is non-refundable even if the child/children does/do not attend. Also see note 24.
8. **Date of commencement of full contract** The date of commencement of full contract is the date the contract is signed however no fees will become due until the child's/childrens first day.

9. **Contracted hours** The usual core working hours agreed between the parent(s)/guardian(s) and the registered childminder. These should take into account of shift work, term time only work, etc.
10. **Additional notes for contracted hours** To record details of parent/guardian's shift patterns or rotas, as applicable.
11. **Outside contracted hours** Payment outside those hours agreed in this contract but within the registered childminders usual working day, such hours to be mutually agreed in writing. This also applies to early drop off and late collection without prior notification, and is chargeable at £7.00 per hour or part thereof.
12. **Occasional unsocial hours** Payment for hours outside the normal hours of work, to be mutually agreed in writing, in advance if possible.
13. **Occasional overnight stays** Payment for occasional overnight stays when this does not fall within the contracted hours, to be agreed in advance in writing. The provision of an overnight service is entirely at the discretion of the registered childminder, since not all childminders are able to provide this service. If an overnight service is provided an agreement in writing must be made detailing who is to collect the child in an emergency. All fees for this service must be paid in advance.
14. **Occasional childminding** Payment for temporary or short term arrangements, to be agreed in writing in advance. (For example, caring for a child while the parent/guardian attends a short training course or a series of hospital appointments). All fees for this service must be paid in advance and are non-refundable.
15. **Statutory public holidays (bank holidays)** Registered childminders and parent/guardians should list the statutory holidays, festivals, and any other significant days they recognise and include details of whether or not the childminder offers care on these days. Any days not listed should be treated as normal days. If the childminder would usually care for the child on that day but the parent chooses not to use the place full fees will be applicable. The fee charged for statutory public holidays is noted in the contract in the additional charges section.
16. **Sickness** A childminder cannot usually undertake the care of a sick child. Whether or not the registered childminder does undertake the care of a sick child is solely at the discretion of the childminder. In cases where medication is required, written permission must be given by the parent/guardian for each instance where medication is administered. Registered childminders must not admit to their premises any child suffering from a notifiable infectious disease because of the risk of infecting other children. Parents/guardians must inform the registered childminder of any symptoms of ill health shown by the child. If the child becomes ill whilst in the care of the registered childminder, the parent/guardian will be contacted and asked to take the child home. If a parent/guardian brings a child that has been diagnosed with an illness or condition and the childminder is unsure whether the child should be mixing with other children the childminder should consult NHS Direct on 0845 4647 for advice and information on whether to accept the child into the setting. Please see our Sickness policy.  
**Parent/guardian sickness/child sickness/occasional days off – charges** If a parent/guardian is ill and the contracted childminding service is not used full fees will be charged as the service is available, as contracted, and the registered childminder would find it difficult to fill the place at short notice.  
**Registered childminder sickness/occasional days off - charges** No fee or any other charge is payable for, or in respect of any time that the contracted service is not available, other than times listed under note 17. It may be possible for the childminder to arrange an alternative registered carer who is known to the child.
17. **Registered childminder – paid time off** NCMA considers it good practice that childminders negotiate a break from childminding each year. Registered childminders should arrange an agreed period of time off in the year during which full fees will apply. (See note 20.)
18. **Parent(s)/guardian(s) holidays/time off** Parents/guardians will usually agree a period of annual holiday each year during which time the childminding service will not be required during which full fees will apply (see note 20).
19. **Payment for time off** TinyTots charge full fees for both, parent(s)/guardian(s) time off, and our own annual leave. We do however give plenty of notice in order that paid time off may be coordinated to endeavour to avoid parent(s)/guardian(s) having to pay additional costs.

20. **Notice of holidays** At least four weeks written notice of holidays must be given by both the childminder and the parents/guardians. However, it should be noted that, even with a formal notice period, parents/guardians and childminders may agree to holiday dates within a shorter timeframe, in which case written notice should be provided by one party and written acceptance provided by the other party, in order to confirm the agreement.
21. **Unforeseen circumstances when the childminding service is not available** (for example, a family bereavement) No fee or any other amount will be payable by the parent(s)/guardian(s) in these circumstances because the parent/guardian will need to arrange alternative childcare at short notice. The registered childminder will inform the parent/guardian as soon as possible when such circumstances arise. Please see our Unexpected Closure of Childminding Service policy.
22. **Fees due** All childminding fees are to be paid in advance, and must be cleared funds in our account prior to the child attending.
23. **Playgroup attendance** Parents are usually responsible for the payment of playgroup fees. It should be noted that since the registered childminder is responsible for the child during this time, and the place is filled by your child, childminding fees will be due.
24. **Notice of termination/amendments to contract** Notice of termination/amendments of the contract by either party must be given in writing. Such notice of termination must not be given during a period of the childminder's or the parent(s)/guardian(s) time off (see notes 17 and 18). Four week's notice of termination is required. If it is necessary to end the arrangement straight away, then payment in lieu of notice must be made. Registered childminders should note that parents/guardians may incur additional costs (e.g. loss of earnings) as a result of sudden termination of a childminding contract, and may be in a position to claim such losses unless there is deemed to have been a breach of contract. In ordinary circumstances, both the childminder and the parent(s)/guardian(s) should serve the appropriate period of notice, therefore such periods of notice may not include the childminder's or the parent(s)/guardian(s) time off (see notes 17 and 18) this is a legal requirement as the setting must be able to offer the provision of childcare for the full period of notice. It is the parents/guardians responsibility to make the correct final payment when notice has been given, as any overpayments will **NOT** be refunded in any circumstances. If the parents/guardian's or child's behaviour is, or becomes, such that the safety and wellbeing of the childminder, their children or the children in their care are threatened, the childminder may terminate the contract without notice. It is not appropriate to use this course of action where the behaviour is a one-off incident which could easily be resolved. Please see our Exclusion policy.
25. **Contract review** It is suggested that the contract be reviewed every six or twelve months. This gives parents/guardians and registered childminders the opportunity to update the contract on issues that may arise as the child develops and check that the agreement is working well for everyone. The date of the review of the contract is not the date on which the contract "ends". (The contract remains in force until a new contract is drawn up, agreed, and signed or until notice of termination is satisfactorily completed).
26. **Signing the contract** All parties to the contract must ensure that they have read and understood the contract and signed all pages where indicated. When parents/guardians are jointly responsible for the service it is important that both parents/guardians sign. If an employer or training agency is responsible for childminding fees, it may be appropriate for the employer/training agency to be party to the contract. Where two registered childminders work together, the second childminder will also sign the contract.
27. **Late Payment Fee** If fees are not paid on time there will be a late payment fee. In addition any charges incurred due to late payments will be passed on to yourselves, in line with our Late Payment of Fees policy.