

	<b>First Steps Academy</b>
	<b>Parental Agreement/Terms &amp; Conditions</b>

**Submitting your Application Form is an acceptance of our below Parental Agreement/  
Company Terms & Conditions.**

As the parent/guardian, we agree (in alphabetical order) to:

**Accidents & Incidents & Loss**

1. If the child (ren) has an accident while attending the Service, Parents/Guardians are required to sign an Accident/Incident Report Form, a complete copy of the same will be available upon request of the parent/guardian.
2. To accept that we cannot discuss or record the names of any other child who may be involved in such an accident/incident.
3. To accept that the proprietor, servants or agents shall not be liable for any personal injury howsoever caused to a child or any persons collecting, visiting or dropping off within our setting where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
4. To accept that the Proprietor shall not be responsible or liable for any injury or loss suffered by the child or any persons collecting, visiting or dropping off outside our setting, it's gardens, grounds or confines where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
5. To accept that the Proprietor does not accept responsibility of loss or damage of personal items for children attending the setting.
6. We may require parents to withdraw their child from Crèche if they require special medical care or attention which is not available or refused by the parent, or it is considered that the child is not well enough to attend Crèche.
7. We may also ask parents to withdraw their child from the Crèche if we have reasonable cause to believe that the child is suffering from or has suffered from any communicable disease or infection and there remains a danger that other children may contract such a disease or infection. Please refer to our Exclusion & Illness Policy for incubation periods by which we are bound.
8. Parents must inform the Crèche if the child is suffering from any illness, sickness, or allergies before attending Crèche.

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9. The Crèche is mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Service Executive by which the Crèche is bound. Please also refer to our Accidents & Incidents Policy and Emergency Treatments Policy.

#### **Admission**

10. Your child's place is not guaranteed until we have a full deposit paid and you have received written confirmation from us acknowledging same. On confirmation of your child's place, all requested documentation must be completed and given to us a week before the start date.

#### **Attendance**

11. To attend the service according to the hours pre-agreed.
12. Not to send your child (ren) to the service if they are ill. To abide by the exclusion periods as outlined in the Infection Control Policy.
13. Please refer to the NCS section for Government scheme attendance requirements.
14. Any changes to a child's care arrangement (including changes to days, sessions, or hours of attendance) require a minimum of thirty days written notice and are subject to availability and confirmation by the Service.

#### **Closure in Exceptional Circumstances**

15. To accept that sometimes it may not be possible to give notice of closure, due to exceptional circumstances / emergency situations. If the Service is required to close in unforeseen circumstances the Parents/Guardians will be provided with as much notice as possible of such emergency closure. The Service agrees to notify the Parents/Guardians by email at the earliest possible opportunity of such emergency closure. Emergency closures in unforeseen circumstances refer, but are not limited to an Act of God, outbreak of an infectious disease, a serious or critical incident involving a third party, a critical or serious incident involving the child, Parents/Guardians or staff member, or insufficient number of staff in attendance to provide ratio requirements.
16. To agree to immediately collect their child from the Service or arrange for their child to be immediately collected by their authorised person where the Service has opened during normal opening hours and is required to close in emergency circumstances.
17. To agree that if the Service is required to close in such circumstances as outlined above, full fees for the period of the emergency closure (for the day of closure) are payable, provided a child is in attendance in the Service on the day of such closure.

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18. To agree that in the event of the closure of the Service in exceptional circumstances, for more extended periods, that is beyond the control of the Management to include, but not limited to, adverse weather conditions, the full fees for the closure period will be payable.

### **Code of Conduct**

As part of this agreement, we accept and agree to abide by the following Code of Conduct:

19. Comply with Service's Policies and Procedures (as amended from time to time).
20. Do not interrupt the work of staff if dropping off or collecting child (ren) during the day when activities are in full progress.
21. Be courteous and respectful to other parents, children, staff, students, and volunteers.
22. Parents/Guardians are requested to refrain from inappropriate social conversations.
23. Never discuss other parents, staff members, or children in a negative manner in front of children.
24. To supervise their child until they are handed to a staff member in a classroom and at no point is it allowed for a child to be placed inside our doors and left without this handover procedure.
25. To supervise their child (ren) when collecting other children or visiting the Service.
26. Accept immediate responsibility for their child at handover during the collection procedure.
27. Parents/Guardians must supervise children in their care around parked cars and on the grounds once their child has been collected or before they have been dropped off.
28. Direct any comments or complaints to the Crèche Manager, who will aim to resolve any problems following the Service's Complaints Policy.
29. Parents/Guardians should appropriately intervene in their own child's behaviour, especially in public, where it could otherwise lead to conflict, aggressive or unsafe behaviour.
30. To respect the Service's environment including keeping it tidy and not littering.
31. Refrain from bringing family pets/dogs into the Service's premises or grounds (even if on a lead).
32. Refrain from using mobile phones in or around the Service except in case of emergency.

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33. Refrain from taking photographs of their child (ren) or other children during the day or, in the event of a special occasion, without the prior consent of the Crèche Manager.
34. Smart watches, mobile phones, or any other technology is not allowed to be in use while in the setting. These devices will need to be put in your child's bag until home time.
35. Refrain from intervening in other children's behaviour and any physical contact.

**To foster a peaceful and safe environment in our setting, Parents/Guardians must:**

- a. Comply with the Service's values when interacting with children and their families, staff, students, and volunteers.
- b. Not indulge in disruptive behaviour which interferes with the operation of the Service. Bullying, Inappropriate, aggressive, or intimidating behaviour will not be accepted.
- c. Be respectful of cultural diversity and refrain from harassing, discriminating against or vilifying children, their families, service staff members, students, and volunteers based on gender, race, ethnicity, sexuality, religion, age, disability, beliefs or opinions, or background.
- d. Be respectful of the privacy of children, their families, Service staff members, students, and volunteers.
- e. Refrain from any behaviour in, or on, any part of the Service which may constitute a threat to themselves and/or others in the Service.
- f. Refrain from using abusive, lurid, or racist language or temper displays in, or on any part of the Service.
- g. Refrain from threatening harm or the use of physical aggression towards another child or adult. This includes approaching someone else's child to discuss or chastise them.
- h. Refrain from using physical punishment against your own child.
- i. Refrain from damaging or destroying Service property.
- j. Refrain from sending threatening emails, making threatening phone calls, or threatening social media messages to the Service, staff, students, volunteers, child, or children in the Service.
- k. Refrain from persistent lateness in dropping off and/or collecting the child from the Service.
- l. Refrain from taking photographs at the Service without the prior written consent of the Crèche Manager.

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- m. Comply with the reasonable directions given by the Service's staff members to foster a safe and welcoming environment within the Service.
- n. Raise any concerns in accordance with the Service's Complaints Policy.
- o. Use the Service's facilities and property and services in an appropriate manner.
- p. Refrain from smoking or vaping in the Service premises and at any events organised by the Service.
- q. Not be adversely affected by alcohol or other substances (with the exception of medically prescribed drugs) when attending the Service to drop off or collect children or events organised by the Service.
- r. As far as possible drop off and collect a child at the appointed time.
- s. Ensure that all family members and Emergency Contacts associated with a child's enrolment are made aware of our Code and ensure their compliance with our Code.

The above behaviours on the Service's premises will be reported to the Crèche Manager and may result in the prohibition of an offending adult from entering the Service's grounds or premises to safeguard the Service and its Preschool and After School community.

#### Consequences of Non-Compliance:

Not complying with our Code may have serious consequences up to and including a termination of a child's place. The Service will endeavour to resolve any matter involving our Code by facilitating discussion between the parties. If the non-compliance is of a serious nature or if, in the opinion of the Service, there is a risk of future non-compliance, the Service may take any action it considers appropriate in the circumstances without prior consultation with the Parents/Guardians.

#### Collections

- 36. To collect the child (ren) on time, as agreed.
- 37. To pay a late collection fee of €5 per 5 minutes as set out in the Fees Policy.
- 38. To collect the child (ren), with immediate effect, from the time you are notified that your child is ill in the Service.
- 39. To provide in advance, relevant information of anyone authorised to collect the child including photo or ID, full name and contact details.
- 40. To provide a court order where the child cannot be collected by a specific person.

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### **Deposit**

41. When a full-time place is offered to your child, a deposit of €200 is required to be paid within one week of offer to secure same
42. When the cost of monthly childcare is less than €200, the deposit required will be half of the monthly fee.
43. An offered place will be released after non-payment of the deposit from one week following offer.
44. The first month's fees must be paid a minimum of two weeks prior to the start date.
45. Once a child has started care with us, the deposit will be refunded on the first full month's invoice. If a place is no longer required or is cancelled before the agreed start date, the deposit will be forfeited.
46. There is a deposit of €100 required for ECCE. The deposit is refundable only on successful registration of the child's ECCE place from Pobal.
47. All childcare and ECCE deposits are non-refundable if a child does not start their place with us on the agreed start date, regardless of notice given.
48. The Company reserves the right to amend deposit amounts and terms at their discretion.
49. The Company reserves the right to charge a daily rate for mid-month start and finish dates.

### **Fees**

50. Fees are payable monthly and are due for payment on the last day of each month for the following month.
51. To accept that fees may be increased or decreased at the discretion of the Service. A minimum notice will be given to any change to fees, as set out in the Fees Policy.
52. Families that chose not to return their child to the setting on the first day of reopening (or pay the fee from the first day of reopening) following a closure by the Government or a Force Majeure closing will lose their place.
53. School age care (After School) is calculated over a period of 10 months only – September to June. Full-time care for July and August is on request and is subject to full-time fees.
54. To pay fees on time and on the date, as set out in the Fees Policy.
55. To pay fees for public holidays.

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56. To pay fees when child (ren) do not attend due to illness/holiday.
57. To pay fees when the Service closes for holidays such as Christmas, Bank Holidays, Force Majeure, etc.
58. Unless there is a prior arrangement, an automatic late fee payment charge of €25 will be made for fees outstanding after the 5th of the month. Any parent or carer whose fees remain unpaid after the 5th of the month, without prior agreement of the Crèche Management, risks their child's place at the Crèche being withdrawn.
59. All discounts are applied to core childcare provision only and do not apply to extra sessions or other services.
60. No refunds are given for care days missed due to sickness or holidays or unavoidable crèche closure.
61. Be aware that the number of days that childcare is provided each month may vary and our monthly fees are calculated in accordance.
62. If parents choose to leave prior to the end of their written notice, fees are non-refundable.
63. If the notified start date is changed by the parent, we reserve the right to charge from the original start date notified on the Agreement form.
64. Induction week(s) are included in the monthly fees, and no discounts will be applicable in case of an extended induction being required.
65. Discounts cannot be combined with any other discounts or offers and are at the discretion of Management.

#### **Food and Nutrition**

66. Parents/Guardians will adhere to our Healthy Eating Policy and will not send in food that does not comply with it.
67. Our premises is a **NUT FREE ZONE**.

#### **Information and Data**

68. To complete the Child Registration Form with accurate information and to inform the Service of any data changes, (including emergency and/or phone numbers of those authorised to collect), in a timely manner.
69. To inform the Service of any additional or complex needs that the child (ren) may have so that a suitable support structure can be put in place.

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70. To inform the Service of any concerns or details relating to a child's physical and/or intellectual development so that the environment may be adapted and supports put in place according to the child's needs.
71. To read our Privacy Statement and to consent to data being collected to allow us to provide a Service safely to the child (ren). Our Privacy Statement outlines what data is collected and why. Data is only collected and shared on a 'need to know' basis and to fulfil our legal obligations.
72. To sign all permissions/consents on the Child Registration Form.
73. Important communication must be in writing by email.

#### **Insurance**

The Crèche has extensive insurance cover for Crèche based activities and outings. Details of the insurance may be requested from the Crèche Manager. The Certificate is displayed in the office.

#### **Liability**

The Crèche accepts no liability for any losses suffered by parents arising directly or indirectly, as a result of the Crèche being temporarily closed or the non-admittance of your child to the Crèche for any reason. We accept no responsibility for children whilst in their parent's care on Crèche premises. We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind. The management have the right to refuse admission.

#### **NCS/ECCE Attendance**

The NCS allowance is calculated on the hours of childcare received within the month. Please refer to our NCS page on our website for details relating to same.

#### **Notice**

74. Parents/Guardians are required to give a minimum of 60 days' notice of the child (ren) leaving.
75. In accordance with Pobal/National Childcare Scheme (NCS) rules, where a minimum of four weeks' notice is not provided, the Service is entitled to claim up to four additional weeks of the child's NCS entitlement.
76. Notice must be received in writing by email and will be acknowledged by return.

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### **Opening Times**

77. The Crèche is open all year except Bank Holidays, Good Friday, and Christmas Closure (there may be a closure for additional operational days and as much notice as possible will be given).
78. Our opening times vary and are published for each setting on our website (the company reserve the right to change their opening times/days and as much notice as possible will be given).

### **Parking**

79. To accept that parking is at your own risk.

### **Personal Property & Belongings**

The Crèche cannot be held responsible for any loss or damage to any parents, guardians or child's property or belongings. Every reasonable effort will be made by the Crèche staff to ensure that property or belongings of any parent, guardian or child are not damaged or lost. Please ensure your child's clothing is clearly labelled and we suggest that all personal toys, books, and equipment are left at home.

### **Policies & Procedures**

80. To adhere to the Code of Conduct for Parents/Guardians.
81. To adhere to our Policies & Procedures.

### **Separated/Divorced Parents**

82. Where Parents are separated, to agree on a collection routine and not to involve the staff team in relationship disputes. Note that we cannot refuse a Parent access to a child unless it is a legal requirement to do so, such as a court order, barring order, or where we believe there is a child protection issue.
83. To inform us of any person who does not have legal access to the child (ren).

### **Termination of Places**

84. That a place can be terminated for the following reasons:
  - a. Where fees have not been paid. [A written notice of termination in respect of unpaid fees will be offered]
  - b. Where a Parent/Guardian breaches the Code of Conduct or a policy/procedure.

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- c. Where the setting is not deemed appropriate or suitable to the care needs of the child. This may relate to the safety of the environment, the child's emotional/physical needs, or in the case of extreme behaviour challenges. This will always be a last resort, and we will consult with the Parents/Guardians first to agree on and implement strategies in an effort to resolve any issues.
- d. For safety reasons. Where a risk assessment is conducted and it indicates risks to the child or to others that cannot be controlled adequately for safety reasons.

Decisions will always be made in the best interests of the child.

### **Unvaccinated Children**

If you have decided that your child will not be vaccinated according to the HSE recommended schedule we advise that, in a group childcare setting the following consequences may arise and include:

- a. Contracting the illness that the vaccine is designed to prevent.
- b. Transmitting the disease to others
- c. If there is a disease breakout, this may necessitate your child staying at home. This will only be done with advice from a medical practitioner and in the best interest of all children.

**\*\*It is the responsibility of the family to keep the service up to date with the child's immunizations\*\***

### **Please Note:**

**By submitting your application, you agree that you acknowledge, have read, and accept to abide by our above company terms & conditions.** (If you require to discuss the above before signing, please do not hesitate to contact us to discuss same).

These Terms and Conditions represent the entire agreement and understanding between the parents (including other guardians/carers) and the Crèche. Any other understandings, agreements, warranties, conditions, terms, and representations, whether verbal or written, expressed or implied are excluded to the fullest extent permitted by law. We reserve the right to update / amend these Terms and Conditions at any time. The Crèche is operated by First Steps Academy Crèche & Montessori Ltd.

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