

SCMA BRIEFING SHEET

Childminding Contracts

SCMA has developed this range of briefing sheets in response to the main questions we receive through our Helpline (01786 449063) which is open Monday to Friday, 10.00 am - 4.00 pm.

Why have a contract?

The contract provides a point of reference for both parent and childminder and is a framework for discussion about the terms and conditions of the childminding arrangement. Even for short-term arrangements, a written contract that clearly sets out what is expected from each party will safeguard both parent and childminder. That contract will be valid until it is replaced by a new contract which has been signed by both parties. Please always ensure that each child in your service has their own contract, even if they are from the same family.

Negotiating and completing a contract with a parent also fulfils another important function. At the start of an arrangement, you and the parent may not know each other very well and could feel nervous about discussing 'awkward' questions about money and hours of work. Taking some time to fill out the contract together gives you a formal framework so that you can talk about such issues in a friendly way and you will learn more about the child and his/her family life.

Even if you know the family and child well, it is important to complete a contract because it puts your relationship on a business footing from the very start and should avoid any disagreements later. However, contract disputes are the most common problem faced by childminders. In the event of a contract dispute try to deal with the issues quickly and professionally. It is advisable to avoid contact via text message and set out the issues in a formal letter, keeping a copy for your own records. Membership of SCMA entitles you to access to a free legal advice line which is manned by solicitors who have a good understanding of childminding. If appropriate, they will then deal with your dispute both by writing letters and, if necessary, by representing you at Small Claims Court, as long as you use original SCMA contracts. Contracts are available from SCMA Marketing Services on **01786 445377/option 1**.

Negotiating a Contract

The key to a good childminding arrangement is negotiating a childminding contract. Once parents have decided to use your service, SCMA strongly recommends the use of childminding contracts which should be completed, signed and dated by both parent and childminder. If two parents are involved in the contract then they should both sign the contract. You should always keep an up-to-date record of the parents' places of employment. The contract should always be signed by the people responsible for paying the fees and never by anyone else, for example a grandparent, even if they are responsible for collecting the child.

Settling in Period

It is impossible to guess how a new arrangement is going to work when you have only met the parent and child fairly briefly. You would be well advised to agree a settling in period. During the settling in period it would be advisable not to have a notice period as this allows both you and the parent to easily close the arrangement should you find that the arrangement is not going to work.

Reviewing your Contract

Contracts should be reviewed on a regular basis – after three months with a new contract, building to an annual review with an established contract. If there are no changes, contracts can simply be re-signed and re-dated. The review is worth taking time over as it is a good opportunity to discuss what is working well and if there are any changes that need to happen.

The contract will still be valid even if you have missed the review date.

Notice Period

Apart from during the settling in period, it is normal to agree a notice period where the service would continue to be available. This ensures that the parent is not left without childcare at short notice and that you have time to bring the arrangement to an end and to open your service to a new family. The notice period is particularly important for the minded child who may be moving on to another arrangement and will want time to get used to the idea that they will not be coming to see you or the other children in your care and make arrangements as to how to keep in touch if that is appropriate.

Whether it is you or the parent that is giving notice, it should be given in writing so there is no misunderstanding about dates. The majority of calls we receive on the Helpline refer to problems with notice period and notice period payments, so, it is vital that both childminder and parent agree to this at the time of signing the contract.

Bringing a Contract to an End

When there has been a material breach of contract it is possible for the childminder to end the contract with no notice period. Ending the contract with no notice period enables you to fill the space straight away as you no longer need to keep the space available for that child. You must remember, however, that you will receive no payment for the notice period if you decide to do this. It is also possible for a parent to end a contract with no notice period if there has been a material breach by the childminder.

Always ensure a contract is ended in line with the terms of the contract. If a notice period is stated on the contract both childminder and parent are bound by this notice period.

As an SCMA member you have access to our free Legal Advice line for guidance on any contract issue.

Helpline

You can seek guidance on contract issues from the SCMA Helpline. Our Helpline is open Monday to Friday from 10 am—4 pm on **01786 449063**.

Key points

- Each child in your service should have their own contract.
- The contract should be signed by the person who is responsible for paying the fees.
- Set any issues out in a formal letter and avoid contact by text messages.
- Consider agreeing to a 'settling in' period before you begin a new contract.
- Review contracts on an annual basis.
- Always ensure a contract is brought to an end in line with the terms of the contract.