St. Peter's Church of England Primary School
Church Lane, Hixon
ST18 OPS
Headteacher: Mrs. C. Pilkington
Tel: 01889 270233
flourish@st-peters-hixon.staffs.sch.uk

Terms and Conditions

We take our responsibilities in caring for your child very seriously and we have to be very clear to our parents and carers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care for your child.

The terms and conditions detailed in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of day-to-day detail which cannot be reasonably contained in one document. Consequently, you are also provided with supplementary information on our website as well as the day-to-day exchange and communication of documentation (hard copy and email), policies, procedures and reports.

Your acceptance of our terms is initiated at the application and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and transparency when making decisions. The success of your child's time here at Flourish is dependent on the partnership between the setting and our parents and carers. Please don't hesitate to let us know if you wish to discuss the terms further.

The details you have provided in your Registration Form and the Terms and Conditions set out below will make up the legal and binding agreements between us.

Terms

The technical and legal words used in this document are explained here:

We/ The setting	Flourish Early Education Part of St. Peter's Church of England Primary School and Mid-Trent MAT.
The school	St. Peter's Church of England Primary School Church Lane, Hixon Stafford ST18 0PS
Child	The child (or children if more than one) named and detailed in the Registration Form and whom you have parental responsibility for or are the legal guardian or carer of.
Application Form	The form completed by you to apply for a place within the setting, subject to availability and considered against the published admissions criteria should the setting be at capacity.
Registration Form	The form completed by the you to provide information about your Child and information about you (parents, guardians and carers).
Nursery Fees	The prices payable by you in respect of booked childcare hours and any booked additional extras, as described in the annual pricing structure.
Service	The provision of early education and childcare as laid out in our policies, procedures, handbooks and agreements.
Agreement	The contract between us (the school) and you (the parent/carer) covering the supply of services by us to the customer. The agreement includes the registration form, setting policies, annual pricing structure, consent forms, care plans and all relevant data held or used in the performance of setting services.

1 Your child's place

1.1 A place in our setting will not be considered until an application form has been completed, signed and returned to the setting.

1.2 Your child's place is not confirmed until your application form has been considered and a letter confirming your child's place and agreed hours has been provided.

1.3 After you have received confirmation of your child's place and agreed hours, any changes are subject to the notice periods outlined below.

Increasing hours	6 weeks notice (may be accommodated sooner if places are available within the requested sessions)	In writing through change of hours request form.
Reducing hours	6 weeks notice	In writing through change of hours request form.
Cancelling your child's place	6 weeks notice	In writing through termination request form.
Withdrawing your child's place	6 weeks notice (except in exceptional circumstances see 1.12)	Notice given in writing from the school.

1.4 After this point, requests to amend/change your child's agreed hours (including increasing hours, reducing hours, termination of agreement) must be received in writing, through completion of the setting's change of hours request form, a minimum of 6 weeks before the effective change date. Any amendments are subject to availability.

1.5 If spaces are available in requested sessions, the setting may be able to accommodate changes to agreed hours more quickly but this is at the discretion of the school.

1.6 If we cannot accommodate your change of hours request, you will be placed on the waiting list and the request actioned as soon as a place becomes available.

1.7 Booked sessions are not transferable. However, we will always try to accommodate session swaps as a result of changes to working patterns and in exceptional circumstances. Formal requests to swap a session should be made in writing, a minimum of 1 week in advance and agreed by the school depending upon session availability. All swapped sessions must be taken within the same working week. We reserve the right to refuse session swaps if the swap would require additional staffing.

1.8 Additional sessions may be available to be booked on an ad-hoc basis (depending on session availability). Ad-hoc sessions can be requested by contacting the school office and additional hours will be charged via Arbor upon booking. We reserve the right to refuse ad-hoc requests and all ad-hoc booking fees should be paid in advance of the child attending the additional session.

1.9 Requests to reduce hours will be subject to a 6 week notice period, as staffing ratios are planned a half-term in advance.

1.10 If you wish to terminate your agreement with us and cancel your child's place within the setting a minimum of 6 weeks notice is required (this includes school holidays). You remain liable for all nursery fees (inc. funded hours) throughout this notice period, even if your child does not attend.

1.11 Unless otherwise directed, the setting will automatically terminate your agreement with us when your child transitions to reception.

1.12 We reserve the right to withdraw your child's place in setting and terminate our agreement with you at any point. In such circumstances, you will be provided with a notice of termination from us, a minimum of 6 weeks in advance of the effective date (this includes school holidays). Please note that this notice period does not apply in cases of unpaid fees or if a parent, carer or child displays abusive, threatening or demonstrates otherwise inappropriate behaviour.

2 Setting Fees and Funding

2.1 All setting fees are payable in advance by Arbor, Tax-Free Childcare or Childcare Voucher.

2.2 Places for 2-3 year olds are identified as:

a. **Paid For:** Setting fees are paid for by parents/carers through Arbor and/or childcare vouchers/ Tax free childcare.

b. **Think2:** Setting fees are paid through Think2 funding voucher code (eligible parents can apply for Think2 funding voucher codes through the Staffordshire County Council website: https://www.staffordshire.gov.uk/children-young-people-and-families/childcare-and-early-years/help-childcare-costs/funded-2-year) or we can do an assisted application with you in school, please contact the office for more information. Once received it is the parents/carers responsibility to provide the code to the school.

c. **Working parents funding, 30 hours:** Nursery fees are funded through 30 hours funding code. Some 2 year olds are eligible to apply for 30 hours free childcare per week. Parents/carers eligible for 30 hours funding codes apply through the Government website: https://www.gov.uk/check-eligible-free-childcare-if-youre-working Please note this funding is available from 9 months, therefore you will not be required to wait until the term after the child is two to apply for this funding.

2.3 Places for 3 and 4 year olds are identified as:

a. **15 Hours:** Setting fees are funded through universal 15 hours funding. All 3 and 4 year olds in England are entitled to 570 free hours per year, taken as 15 hours a week for 38 weeks a year. Funding is effective the term after a child's 3rd birthday.

b. **Working parents funding 30 Hours:** Nursery fees are funded through 30 hours funding code. Some 3 and 4 year olds are eligible to apply for 30 hours free childcare per week (this includes the 15 hours which all children are entitled to). Parents/carers eligible for 30 hours funding codes apply through the Government website: https://www.gov.uk/check-eligible-free-childcare-if-youre-working Once received it is the parents/carers responsibility to provide the code to the school. Funding is usually effective the term after a child's 3rd birthday.

c. **Paid For Additional Hours:** Any hours in addition to funded hours for 3 and 4 year olds (inc. extended schools provision) are paid for by parents/carers through Arbor. However there are options to help you with this cost, for example childcare vouchers or Tax Free Childcare, for more information please visit the following website: https://beststartinlife.gov.uk/childcare-early-years-education/

2.4 Fees are aligned with the published Early Education Funding rates which are reviewed and published annually in April. Fees are published annually within the fees and payment schedule available on our school website.

2.5 Any fee increases as a result of changes to the Early Education Funding rates will come into force the following September and will be communicated to parents a minimum of 6 weeks in advance.

2.6 Any fee changes due to a child's age come into effect in the next billing period after your child's birthday.

2.7 Setting fees are billed six times per year, in advance of each half-term. Fees are due by the first date of the new half-term in line with the published annual payment schedule. Fees are published annually within the fees and payment schedule available on our school website.

2.8 If a child begins in setting during a billing period, any fees will be billed for sessions booked before the next billing period on the child's start date and payment due 2 weeks from date of invoice.

2.9 All sessions must be paid for, regardless of whether the child attends. No refunds are given for sessions missed due to holidays or sickness.

2.10 Agreed, additional, ad-hoc sessions are payable at the point of booking through Arbor.

3 Late Payments and Outstanding Fees

3.1 Fees are payable by the first day of the half-term. Any fees not paid after this date will incur a late payment charge of 10% of the total invoice. This will be added weekly until the invoice is settled and the school's debt policy will be applied.

3.2 If fees are not paid within 30 days of the invoice date, your child's place will be reduced to funded hours only. If your child is not in receipt of funded hours the school reserve the right to withdraw your child's place until the outstanding fees have been paid in full.

3.3 If fees are not paid within 45 days of the invoice date, the school reserve the right to withdraw your child's place and refuse admission until the outstanding fees have been paid in full. In the case of oversubscription in the setting, your child's place will be offered to a child on our waiting list and a place may not be available once the outstanding fees have been paid.

3.4 If fees are not paid within 60 days of the invoice date, the debt will be reviewed by the MAT Business Manager and a referral made to our school solicitors to recover this debt if this is deemed the most appropriate course of action, in line with the Mid-Trent MAT Debt Recovery Policy.

3.5 If you anticipate any difficulty in paying fees at any time, it is essential that this is discussed prior to invoice with the Headteacher. In cases of genuine hardship, it may be possible to arrange a payment plan, this must however be negotiated between you and the school in advance and the decision by the school is final.

4 Attendance

4.1 Whilst attendance at the setting is not compulsory, regular attendance is strongly encouraged to ensure the very best educational outcomes for your child.

4.2 From when your child accesses universal 15 hours funding, the school expects this funding to be used for daily morning or afternoon sessions to ensure consistency of learning experiences in preparation for starting school.

4.3 In the case of your child's absence, you are expected to inform the setting a minimum of 30 mins before their expected arrival time.

4.4 In the case of planned absence, as a result of a holiday, you are expected to complete a holiday form, informing the setting of your child's absence.

4.5 No refunds are given for sessions missed due to holidays, illness or absence.

5 Illness and Accidents

5.1 If your child suffers from sickness or diarrhoea, they will not be permitted to attend setting until 48 hours after their last episode of vomiting or diarrhoea.

5.2 If your child suffers from any other infectious diseases (see link) they will not be permitted to attend nursery until the recommended period to be kept away from school has been completed.

5.3 We may require parents to withdraw their child from the setting, if they require special medical care or attention, which we cannot safely provide. We may also ask parents to withdraw their child from the setting, if we have reasonable cause to believe that they are or maybe suffering from any contagious disease/infection and there remains a danger that other children in the setting may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections. Parents are requested to inform the setting if their child is suffering from any illness, sickness or allergies before attending Nursery.

5.4 We have a realistic attitude to the needs of working parents, but we reserve the right to contact parents if their child becomes ill during school hours and, when requested, parents/carers must collect their child from setting immediately.

5.5 Wherever possible, the setting will not administer medication to your child during school hours.

5.6 Should your child require medication within school or extended school hours, it is the responsibility of parents and carers to notify your child's key person and to sign the necessary consent form regarding administration of medication. The setting will not administer medication in the first 24 hours after prescription.

5.7 If your child has head lice, it is the responsibility of the parents to inform the setting and ensure that it is treated with one of the approved methods before returning to setting. In the event of an

outbreak of head lice within the setting, you will be informed and expected to check your child's hair regularly and treat it with one of the approved methods if necessary.

5.8 Where a child has sustained an injury outside of setting, it is the responsibility of parents/ carers to inform the setting through completing a prior existing injury form. This enables us to offer the appropriate care for your child whilst they are in setting and forms part of our setting's safeguarding procedures.

5.9 We reserve the right to administer basic first aid and treatment when necessary and all setting staff hold appropriate qualifications in paediatric first aid.

5.10 If an accident or injury is sustained in setting, parents will be informed and will be required to sign an accident form on collection. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the school to contact parents/carers but failing this, we are hereby authorised to act on behalf of parents and authorise necessary, emergency treatment.

6 Normal Operating Hours

6.1 The setting is open from 9am – 3.30pm, Monday-Friday, term time only.

6.2 Doors open 10 minutes prior to the session start time to enable children to be settled and ready for learning when the session begins.

6.3 In addition to the setting opening hours, nursery age children can access extended schools services from the age of 3 through St. Peter's Out of School Club (OOSC) from 7.45am – 8.50am and 3.30pm – 5.45pm, Monday-Friday, term time only.

6.4 The setting is closed for all school holidays and five In Service Training (INSET) days each academic year. Please note that families will only receive a proportion of their usual funding in weeks which contain an INSET day.

7 Late Collections

7.1 It is your responsibility to inform the setting if you anticipate that you will be late to collect your child at the end of their session.

7.2 Children who are collected late (more than 15 minutes after the agreed collection time) will incur a late collection charge.

7.3 Late collection is charged at a rate of £5 for every 15 minutes after the agreed collection time.

7.4 If we are unable to reach parents/carers and emergency contacts held for the child after a period of 1 hour, our child protection procedures will be applied and contact will be made with Staffordshire Children's Advice Service to report an uncollected child.

7.5 The child will remain in setting, in the care of two members of school staff until the child is collected by the parents/carers, a member of the social services team or the police.

8 Staffing

8.1 In line with child protection policies and the Statutory Framework for Early Years Foundation Stage, rigorous employment checks are conducted prior to appointment with all setting staff to ensure that all those employed by the school are deemed suitable. Suitable person checks also include, but are not limited to, identity verification, qualification checks, personal and employment references, medical checks and where applicable visas or permits to work in the UK.

8.2 The setting complies with the Statutory Framework for Early Years Foundation Stage requirements for ratios of adults to children at all times. For 2 year olds, a minimum of 1 adult to 5 children is maintained and for 3 and 4 year olds in setting, at times when a qualified teacher is within ratio, a minimum of 1 adult to 13 children is maintained and at times when a qualified teacher is not within ratio, a minimum of 1 adult to 8 children is maintained.

9 Food and Allergies

9.1 Healthy snacks, water and milk are included within your child's session fees and will be made available to children throughout the day. It is your responsibility to notify us of any allergies or intolerances within your child's registration form on entry and keep us updated if anything changes.

9.2 Our catering partners, Edwards and Ward, offer a healthy and well-balanced lunch menu, which is available for Nursery children. All food is cooked on site and prepared in line with the highest food preparation standards. Vegetarians/Vegans and special dietary requirements are catered for on request and the kitchen will work with parents/carers to meet specific dietary needs and preferences. Parents/carers select menu options in advance.

9.3 Parents are requested to inform the school of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction. Parents must provide details, in writing, of the severity of the reaction/allergy and must continue to inform the setting of any changes/progress to the condition, in writing, when they become aware.

10 Safeguarding

10.1 We have an obligation to report, to the appropriate authorities, any instances where we consider that a child may have been neglected or in some other way harmed either physically or emotionally. We may do so without your consent and/or without informing you. The setting follows the Mid-Trent MAT Safeguarding and Child Protection policy, which is published in full on the school's website.

10.2 The setting has a no mobile phone policy and parents are requested not to use their mobile phones within the setting. Anyone observed using a mobile phone in setting or directly outside the setting will be asked to leave.

10.3 Intimate care can be provided by a male or female member of our school staff and can include feeding, washing, dressing, toileting and nappy changing.

10.4 The setting acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.

11 Special Educational Needs

11.1 We are committed to supporting children with special educational needs to access the very best learning experiences within our setting.

11.2 Where we have a concern regarding the development of your child we will raise this with you directly at the earliest opportunity.

11.3 We are committed to the identification of and provision for children with Special Educational Needs and ensure equality of access to the curriculum in an environment where every child is loved and valued.

11.4 It is your responsibility to inform us of any concerns you may have and of any educational/medical investigations which are being undertaken with your child so that we can provide them with the most appropriate care and support.

11.5 The setting employs a Special Educational Needs Coordinator who will offer support to families and children who need it during their time at Flourish.

12 Behaviour and Conduct

12.1 We expect reasonable standards of behaviour from all who access our setting at all times.

12.2 It is expected that parents/carers will support the school in addressing concerning behaviours when they are raised with them.

12.3 As a school we will work with families to improve a child's behaviour in the event that it is unacceptable and support may include conducting special needs assessments or providing one to one care, if funding allows.

12.4 We reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our setting and the safety and wellbeing of others. In the event of having to exclude a child, all fees to that date must be paid in full and are non-refundable.

12.5 It is imperative that every parent and child attending our setting feels safe and valued at all times. Therefore, any incidences of abusive, threatening or otherwise inappropriate behaviour towards our children, staff or families will not be tolerated and we reserve the right to refuse admission to our school site and terminate setting places without notice, as a result of misconduct.

13 Uniform and Personal Belongings

13.1 Practical clothing is required for all learners in Early Years. For this reason, we encourage all learners to attend wearing the Flourish uniform which engenders a sense of belonging and community, promotes equality and is practical and safe across our range of curriculum activities.

13.2 All uniform and personal belongings (eg. coats, hats) must be labelled with the child's full name.

13.3 A minimum of two changes of clothes should be provided, in a labelled bag at the start of each term and replenished as necessary.

13.4 We request that all toys, books or other equipment are left at home as we cannot guarantee that they won't be damaged or lost in setting.

13.5 Every reasonable effort will be made by the school to ensure the children's belongings are not lost or damaged, however we cannot be held responsible for any loss or damage that occurs to children's property whilst in setting.

14 Drop off and Collection Procedures

14.1 You must ensure that your child is collected at the agreed time of collection. If you are not able to collect your child on time, you should make every effort to inform the setting as soon as possible.

14.2 Under no circumstances will a child be allowed to leave the setting with anyone unknown to school staff unless the parent/carer has previously arranged this. If the parent/carer has made alternative arrangements by telephone or in person, the adult collecting the child will need to state their name and the family's unique password shared with us at the start of the year.

14.3 Parents/Carers have a responsibility to keep the list of adults authorised to collect their child, as identified on their initial registration form, up to date.

14.4 If a child is not collected at the agreed collection time, the school will phone emergency contact numbers in order. If emergency contacts can not be contacted, the late collections procedure (outlined in section 7) will be followed.

14.5 It is your responsibility to keep us informed of any changes in emergency contact details.

14.6 The setting will not release a child for collection if it is reasonably believed, or has reason to suspect that, the collecting person is under the influence of alcohol and/or is intoxicated by drugs. The school will contact the other persons named on the collection and contact list to come and collect your child.

14.7 With the express permission of the Headteacher, the setting may permit minors between the ages of 16 and 18 to collect a child on behalf of parents/carers, provided that we have been notified that the minor has been given authority to do so.

14.8 Unless parents, minors under the age of 16 are not permitted to collect a child from the setting on behalf of parents/carers.

14.9 The school site is busy during drop off and collection times and extra vigilance is needed to ensure that the child is kept safe from vehicle movement whilst on the school site. The school accepts no responsibility for the care of children whilst under the supervision of their parent/carer on school premises, eg. during drop off and collection.

14.10 There is no parking available for parents/carers on the school site between 8.30am - 9.30am, and 3pm - 4pm. Parents may park on site when dropping off and collecting children accessing the OOSC.

15 Consent and Permissions

15.1 We observe the General Data Protection Regulation (GDPR) as it applies in the UK, tailored by the Data Protection Act 2018. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular, The Act states that personal data relating to individuals must be stored securely and only used for legitimate purposes. The school's GDPR privacy notice is available on the school website and consent to use your data in line with this notice is collected on admission.

15.2 As part of the setting's fulfilment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. The school's 'Specific Consent for use of Photographs, Publications and Local Media' form is completed on admission and parental wishes complied with throughout your child's time at Flourish. You can choose to update this consent at any time by contacting the school office and requesting a new form to complete.

15.3 We love to learn in our local area and from time to time learners will engage in local walks and activities. On entry we request your consent for your child to take part in local visits.

15.4 As a school, we use Class Dojo as our main communication tool, consent is requested on entry for you and your child to be added to this system so that we can share updates and messages about your child and the progress they are making day to day.

16 Insurance and Liability

16.1 The setting maintains all those insurances required by law. Copies are available on request and displayed in the setting entrance hall.

16.2 We accept no responsibility for any loss suffered by parents/carers, arising directly or indirectly, as a result of the setting being temporarily closed or the non-admittance of your child to the setting for any reason. This applies to absence due to sickness, holidays and Bank Holidays. We accept no responsibility for care of children whilst in their parents/carers supervision on school premises, i.e. prior to arrival or after pick up.

16.3 We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parents/carers 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.

16.4 We will make reasonable endeavours to keep parents and/or children's property in good order. Liability for damage of such property is excluded, except where caused by our negligence.

17 Complaints

17.1 If you have any questions or complaints about the service that we are offering, we ask that you contact your child's keyworker in the first instance.

17.2 If a positive solution cannot be found informally, we ask that you discuss the matter with the Headteacher before following the school's complaints procedure which can be accessed on the school website.

18 Termination and Suspension of Services

18.1 You may end this agreement by giving six weeks written notice. No specific reason for ending the agreement has to be given, although this would be welcomed to help us in improving the service that we offer to our learners and their families.

18.2 Additionally, you may end this agreement with immediate effect if (1) we have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period of being requested to do so (2) we change any of the terms and conditions unreasonably.

18.3 We reserve the right to end this agreement with immediate effect if (1) you have not paid the agreed fees (2) you have breached your obligations under this agreement and you have not or cannot put right that breach within a reasonable period of being requested to do so (3) your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in the setting (4) financial, business or commercial reasons compel us to radically change the nature of the setting's operations, including but not limited to permanent closure of the setting, change of childcare service provider, re-registration of child numbers and age groups, changes to the registration and admissions policy. We will endeavour to provide a minimum of 6 weeks notice for any termination of this agreement.

18.4 We may suspend the provision of childcare for any of the above reasons and in addition: (1) If your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the setting. The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer. (2) Where forces beyond our control compel us to either close the setting or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the setting, industrial action affecting travel to and from the setting, an Ofsted investigation or any other reasonable incident not in our control. In the event that the setting is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents/carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if the setting has been negligent.

19 Agreement

19.1 These Terms and Conditions represent the entire agreement and understanding between you (the parents/carers) and us (the setting and the school). Any other understandings, agreements, warranties, conditions, terms or 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 and a minimum of 6 weeks notice will be given of any changes made.

19.2 Acceptance of this agreement is confirmed when you sign the registration form and applies to all parties noted on the registration form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents/carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Nursery Administrator or the Headteacher as soon as possible and we will do our very best to resolve the issue with you.