

# Floreat Education



## Terms and Conditions

**Floreat Wandsworth Nursery**

**2018/19**

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## 1. Mission Statement

We will enable children to flourish in school by giving them a knowledge-rich academic education and developing their character strengths and virtues. Our pupils will learn how to work hard and study well, and also to be good and to do good for others. This will set them up for a future of success and wellbeing, whatever they choose to do in their lives.

## 2. Purpose of Policy Statement

Floreat Education Academies Trust ('FEAT') will offer nursery provision at Floreat Wandsworth Primary School for your child, from the date specified in the offer letter to you, until terminated in accordance with these terms and conditions.

We may change these terms and conditions with 2 months' notice to you. If you do not wish to accept the changes then, in the month after we have given you notice of a change, you may end your agreement with us by giving 2 months' written notice (that notice period will be subject to the then current terms and conditions).

Your statutory rights are not affected by these terms and conditions.

Free Nursery Education Place (FNEP) Grant ('the Grant'), consisting of 15 or 30 hours (depending on eligibility) a week of free provision: Where all or part of the fees are funded by the Grant, parents must pay for any sessions or services provided which are not covered by the Grant. Sections 3 and 4 set out, in more detail, arrangements for charges for paid-for provision.

## 3. Charges for Paid –For Provision

- i. For sessions that are not covered by the FNEP Grant, you are liable for fees at the rates in force at the date of entry. Our proposed fees (subject to change) from September 2018 for paid-for provision are set out in the payment schedule. Final fee rates will be issued to parents in advance of entry.

<b>Additional Hours</b>	<b>Fee per Week</b>
5 (30 hours free childcare)	£50.00
20 (15 hours free childcare)	£162.50

- ii. For further information on the 30 hours childcare offer, please see <https://childcare-support.tax.service.gov.uk/>
- iii. If the number of regular sessions has been changed in accordance with Sections 13 and the change to the number of sessions occurs part way through a calendar month, the fee for that month will be calculated by reference to the sessional fees.
- iv. You must pay our charges even if you do not use the session because, for example, your child is sick or on holiday. The fee for bookings is calculated so that you pay a

defined monthly fee as set out in the payment schedule. No refunds will be given for holidays, bank holidays or absence due to sickness.

- v. Fee increases will be advised at least 2 months in advance. If you do not wish to accept the revised charges then, in the month following our notice of such a fee increase, you may end your agreement with us by giving 2 months' written notice (such period to be subject to the existing terms and charging rates).

#### **4. Registration Fee, Deposit & Payment Terms**

- i. The first month's fees for Paid-For Provision must be paid by the date set out in the payment schedule. All subsequent fees are payable in advance in line with the payment schedule. Our preferred methods of payment are standing order or childcare vouchers. If the vouchers do not cover the full amount of the fees, the balance should be paid by standing order.
- ii. It is not possible to 'swap' booked sessions for alternative sessions on a temporary basis. However, subject to availability, and at the school's discretion, extra paid-for sessions may be taken in addition to the regular booked sessions. These will be charged by invoice and must be paid within 10 days from receipt of invoice.
- iii. Please note that non-payment or late payment will constitute a breach of this contract and we reserve the right to take action to recover all fees due and our reasonable costs incurred in taking such action.

#### **5. Our Cancellation of Bookings**

If FEAT is unable to provide, as a result of circumstances beyond our reasonable control, a paid-for session for which you have a reservation, a full refund will be made but FEAT will not be liable for any of your other costs or expenses or for any inconvenience caused.

#### **6. Your Changes to Reservations and Your Ending of this Agreement**

- i. Please let our School Administrator know as soon as possible if your child is unable to attend the nursery for the whole or part of a day when he/she is due to attend.
- ii. Subject to availability, you may increase the number of regular paid-for sessions with 30 days' notice. You must give us 2 months' notice in writing if you wish to reduce the level of provision with FEAT (for example, changes to the number of sessions). This requirement applies both before and after we have begun provision.

#### **7. Notice Period**

- i. You must give us 2 months' notice in writing if you wish to end this agreement.
- ii. If you do not give us the required notice of any change or withdrawal, then you will be required to pay in full for each session for which notice has not been given.

- iii. Please do not assume that a reduction in sessions will be possible. It is subject to matching the sessions you propose to vacate with other users in the nursery or users on our waiting list.

## 8. Medical Conditions

- i. Before the start of any provision offered under these terms and conditions, you will provide us with full and correct details of any medication that your child requires, including the:

Name of medication  
Dosage to be taken  
Frequency of dosage  
Reason for the medication

- ii. You will provide the information required above using the form available at the school office. All medication must have the original dispensing label from the chemist, clearly displaying the child's name and date of birth and, if possible, a photocopy of the original prescription.
- iii. Prior to your first session, you will be asked to complete your child's 'pupil details' form. You must disclose details of any relevant medical conditions affecting your child. Relevant details include:  
  
Any infectious or contagious disease  
Any special diet  
Any allergies, sensitivities etc.  
Any additional needs your child may have
- iv. At our discretion, we may refuse to provide childcare to children who have certain medical conditions which are infectious, contagious, or may otherwise present a risk to staff and other children at the setting.

Any relevant changes in your child's medical condition should be notified to us in writing.

## 9. Data Protection

We are committed to ensuring that you and your child's privacy is protected and we have put in place safeguards to ensure that such information and data is protected.

## 10. Collection of Your Child

- i. If your child is to be collected from the nursery by someone other than their parent, then it is the responsibility of the parent to let the school know the name of the person collecting the child. No child will be released to another adult without verbal or written consent from the child's parent.
- ii. In the event of parental separation, any restrictions regarding rights of access to the child must be supported by legal documentation e.g. a court order.

## 11. Notices

All notices to be given under this agreement shall be given in writing and shall either be delivered personally or sent by post to: Floreat Wandsworth Primary School, 305 Garratt Lane, Wandsworth, London SW18 4EQ. If it is not possible to deliver notice in writing as set out above, then an electronic copy of the letter may be sent by e-mail to:

[office@wandsworth.floreat.org.uk](mailto:office@wandsworth.floreat.org.uk)

## 12. Change of Details

You should tell us at the earliest opportunity but, in any event, within 48 hours of the change taking place, if there is any change to your address or telephone numbers (or other contact details).

## 13. Liability

- i. We will not be liable under this agreement for any loss or damage caused by us or our staff in circumstances where:
  - We do not breach a legal duty of care to you or your child
  - Such loss or damage is not a reasonably foreseeable result of any such breach
  - Any increase in loss or damage results from a breach by you of any term of this agreement or your failure to act reasonably
- ii. We will use all reasonable endeavours to deliver the agreed provision but do not accept responsibility for any failure or delay caused by circumstances beyond our control, including but not limited to, staff disputes and failure of public or utility services.

## 14. Our Suspension or Ending of this Agreement

- i. If you fail to pay our charges when due, we also reserve the right to end this agreement immediately and cease provision.
- ii. Subject to these terms and conditions, your child may attend our nursery provision until:
  - He/she attains school admission age
  - We give not less than 2 months' notice in writing ending this agreement
  - We request the withdrawal of your child from the nursery on a temporary or permanent basis because:
    1. He/she requires special medical care or attention which is not available from FEAT or which is refused by the parent
    2. We have reasonable grounds to believe that he/she may be suffering from a contagious or infectious illness and there remains a risk that other children or staff at the nursery could contract such illness
    3. We consider our provision to be inappropriate for his/her needs - please see our Withdrawal of Child Policy, a copy of which is attached below at Appendix A
- iii. If we permanently withdraw a nursery place under clause 14 (ii), we will not require any payment in lieu of notice by you.
- iv. In the event of habitual late collection of the child at the end of the day (or the end of the booked session), FEAT reserves the right to end this agreement or to

charge an additional fee to cover additional costs of retaining staff beyond their contracted hours.

## APPENDIX A

### Withdrawal of Child Policy

FEAT may request the withdrawal of a child on either a temporary or permanent basis from the nursery. The decision to request the withdrawal of a child may be taken due to one or more of the following matters:

- Special medical care and attention is required and FEAT is unable to provide this special medical care and attention, or this special medical care and attention is refused by the parent.
- FEAT has reasonable cause to believe a child may be suffering from a contagious or infectious disease which may result in a risk to other children.
- The parent requests care arrangements outside the normal arrangements on offer at the nursery.
- The behaviour of the child is such that staff and children may be put at risk of physical injury.

The above list is not intended to be comprehensive. Prior to a request to withdraw a child from the nursery, we will communicate orally and in writing with the parent to discuss the circumstances relating to the request. A letter will be sent to all parties, informing them in writing of the reason/s for withdrawal of their child, together with a statement of any monies owing or to be credited.



