



Finchingfield St John the Baptist C of E Primary Academy

**Where we grow healthy bodies, loving hearts and inquisitive minds:
living 'life in its fullness' John 10:10**

Vicarage Road, Finchingfield,
Braintree, Essex, CM7 4LD

Tel: 01371 810423 **E-mail:** office@finchingfieldacademy.com

Executive Headteacher: Mr M Walsh BEd(Hons) NPQH
Head of School: Miss M Raymond

Finchingfield Academy Nursery Terms and Conditions

1.0 Our obligation to you

1.1 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within two weeks of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn.

1.2 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.

1.3 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration.

1.4 We will notify you as soon as possible if for unplanned reasons the nursery has to be closed. Communication will be through one of our school's systems directly to you. Please ensure that all contact details are kept up to date at all times.

1.5 We will treat your child with the utmost respect and dignity to support and to develop their wellbeing.

1.6 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.

1.7 Details of our policies and procedures, which relate to all aspects of Nursery teaching and learning can be found on the school website.

2.0 Your obligation to us

2.1 You will need to complete and return our Pupil Information Form, and Offer Letter to us before your child can take up their place.

2.2 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.

2.3 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.

2.4 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending nursery you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities. A child should not return to nursery following sickness or diarrhoea until at least 48 hours have passed since the last incidence.

2.5 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them, we will require password or proof of identity. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.

2.6 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible.

2.7 You will inform us as far in advance as possible of any dates on which your child will not be attending.

3.0 Payment of fees

3.1 Our fees are based on a termly fee that shall be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least one term before it takes effect.

3.2 Fees must be paid on a termly basis, in advance. We calculate the amount payable by you each term by calculating the hours your child should be in attendance during the term.

3.3 All payments made under the Agreement should be made online on *ParentPay* (Log in details will be provided by the school office.) or by voucher scheme in advance. All payments should be made by you termly. *(A PayPoint barcode can be obtained from the school office, if required, to pay fees in cash at PayPoint supporting retailers. Supporting retailers can be found on the PayPoint website.)* If payment is made by cash at a *PayPoint* retailer, it is your responsibility to obtain a receipt as proof of payment. It may take a few days to process your payment and for funds to arrive in your *ParentPay* account.

3.4 If the payment of fees referred to in 3.3 is outstanding for more than 14 days then we may terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.

3.5 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and for 5 training days per year to support our continuing professional development for the benefit of children and families; no refund is given for this closure as this has already been taken into account when calculating your child's fees. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

4.0 Suspension of a child

4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.

4.2 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.

4.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.

4.4 During any period of suspension for behaviour-related issues we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.

5.0 Termination of the Agreement

5.1 You may end this Agreement at any time, giving us at least one month's notice by completing the 'Notification of Leaving Date' form.

5.2 We may immediately end this Agreement if:

5.2.1 You have failed to pay your fees;

5.2.2 You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;

5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this Agreement.

5.4 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

6.0 General

6.1 If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions) the sessional Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.

6.2 If you have any concerns regarding the services we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the class teacher, Finchingfield Academy school office or the Head Teacher. (Email; nursery@finchingfieldacademy.com) Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Making a Complaint Policy.

6.3 From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our computer whilst your child is with us. The photographs are used for display and for your child's records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our Pupil information and Permission form.

6.4 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care.

6.5 Whilst food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. It is our usual practice to provide both a meat and vegetarian option. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained.

6.6 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and our Confidentiality and Client Access to Records Policy. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

7.0 This Agreement

7.1 We reserve the right to vary the terms and conditions contained in this Agreement

7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.

7.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.