

TERMS AND CONDITIONS FOR THE PROVISION OF NURTURE GROUP ALTERNATIVE PROVISION AT HUCKLEBERRIES NURTURE FARM

These Terms and Conditions outline the Agreement between Huckleberries Nurture Farm of 3 Burford Lodge, Elstead, Surrey, GU8 6HU, and the school¹ where the child is on roll, or the Local Authority (LA) where the child is in receipt of an EOTAS² or other educational support package³.

This Agreement refers to the service provided by Huckleberries Nurture Farm for alternative educational provision to children referred to them by their school, LA, or other means. Where a child is referred by other means, the school or LA responsible for providing the child's education assumes the responsibility under this Agreement.

1. Commencement Date and Duration

The Agreement detailed in these Terms and Conditions is effective immediately on the offer of a placement by Huckleberries Nurture Farm ("*Effective Date*") and has a duration until the placement is terminated in line with clause 10. For third party funded placements (e.g. LA or school funded), the placement is reserved for a period of two weeks from the Effective Date, to enable a Purchase Order (PO) to be raised. If a PO is not provided to Huckleberries during this period the place will be released and this Agreement will cease.

2. Purpose and Objectives

This document aims to clarify the terms and conditions including the operational, and where applicable, financial arrangements Huckleberries Nurture Farm has with the school/LA.

3. Services Provided by Huckleberries Nurture Farm

Huckleberries Nurture Farm provides quality nurture provision of up to 5.5 hours per week (during one school day). Attendance is for a minimum of one school term. Children are usually referred due to emotional based school non-attendance, or because they are failing to thrive in school due to social, emotional, and mental health (SEMH) needs, or because they are experiencing a challenging period in their lives, such as bereavement or other trauma which is affecting their emotional wellbeing.

Huckleberries Nurture Farm combines the principles of Nurture Groups (NurtureUK) with well-being practices such as engaging with animals, yoga, art, growing, nature, mindfulness, and bushcraft. It provides a safe place for the relief of children in need, to aid their recovery and growth, so that they may transition back into full time education and re-engage with society.

Huckleberries Nurture Farm may work with children with additional needs, where these are accompanied by SEMH as their primary need. We cannot offer placements to children whose needs

¹ This agreement may be directly with the parent or legal guardian where the child is home educated. In this case parent/legal guardian will replace the word 'school' throughout the agreement.

² EOTAS means education (or special educational provision) other than at school. A LA may fund a placement where a child is on roll in a school through the child's EHCP or other financial provisions.

³ An educational support package is any other (non-EAOTAS) funding provided by the LA to ensure a child has access to education

are beyond our support capabilities, where we cannot offer reasonable adjustments, or where such accommodations would detrimentally impact other children attending, or prevent us from fulfilling our duty of care to all children in the cohort, staff and volunteers. The needs of all children in the cohort will be considered when offering placements.

Children are supported to achieve positive emotional well-being and the overarching aim is recovery and growth to enable reintegration into mainstream or alternative education, usually within 2 or 3 school terms.

The nurture programme is designed to provide a blended approach covering social, practical, emotional health, and life skills, alongside therapeutic activities. Learning is interwoven into the programme through practical application. The children are taught in small groups up to 8, with a minimum ratio of 1 adult to 3 children.

Huckleberries Nurture Farm aims to build a strong relationship with the child's parent/carer, and feedback is regularly provided.

4. Transport to Huckleberries Nurture Farm

Transport of the child to and from Huckleberries Nurture Farm is the responsibility of the school/LA, which may be delegated to the child's parent or carer.

5. Responsibilities

Huckleberries Nurture Farm will:

- Provide an inclusive and safe learning environment for all children
- Liaise with parent/carer and the school/LA as necessary, in relation to attendance, behaviour, progress, pastoral, and safeguarding issues
- Deliver an emotional wellbeing curriculum to all children
- Produce a termly progress update to the school/LA, maintain a daily register and notify the school/LA of non-attendance and lateness.
- Use the Boxall Profile to track overall progress and against identified targets
- Ensure all staff and volunteers are trained in accordance with the Huckleberries Nurture Farm Safeguarding and Child Protection Policy and Procedures, and that the school/LA is aware of these procedures
- Ensure all staff or volunteers who encounter children have been subject to a successful DBS check.
- Ensure Public Liability Insurance of up to £5 million is in place and certificates are available for the school/LA to view on request
- Provide the school/LA access to Huckleberries Nurture Farm Policies and risk assessments.

The school/LA will:

- Ensure the child remains on their school roll and/or assumes full responsibility for the child during statutory hours when not at Huckleberries Nurture Farm.
- Ensure the child attends Huckleberries. Where a child is absent for 3 sessions in any one term Huckleberries reserves the right to withdraw the placement offer.
- Complete the application form, alternative provision acceptance form and provide baseline data through the completion of a Boxall Profile Assessment for each child prior to their start date.

- Pay Huckleberries Nurture Farm's invoices (where applicable) on time and in accordance with the Acceptance Terms set out below.
- Attend a termly review meeting/telephone conversation, set by Huckleberries Nurture Farm
- Ensure all school/LA staff members who visit their pupil at Huckleberries Nurture Farm have had a recent enhanced DBS check, have read the site induction, and comply with Huckleberries Nurture Farm Safeguarding Procedures .
- Inform Huckleberries Nurture Farm immediately if their pupil is moved to a different school, Academy, Education Centre, or LA department, or there is a significant change in the child's home circumstances that may be relevant to their wellbeing or safeguarding.

6. Acceptance Terms

- Completed application, alternative provision acceptance form and baseline Boxall Profile information must be made available to Huckleberries Nurture Farm at least 10 working days prior to the child's start date, or as agreed otherwise.
- Should a child commence their placement at Huckleberries Nurture Farm before the Alternative Provision Acceptance Form is returned, these terms and conditions will apply.
- All children will remain on the roll of the school, unless in receipt of an EOTAS or other funded educational package (LA). Where a child is electively home educated the parent takes on the responsibility for these terms and conditions.
- Termly reviews will be held for each child.
- Huckleberries Nurture Farm runs 12 week terms, and term dates will align within Surrey Local Education Authority set dates, other than where notified in advance. Huckleberries Nurture Farm will be closed on Bank Holidays.
- The school/LA will be invoiced termly in advance (unless the placement is fully funded by Huckleberries Nurture farm). Where a child starts mid-term or for emergency provision, the school will be invoiced as soon as possible.
- Invoices are payable within 30 days. Interest will be charged at the 'Statutory Interest' rate for overdue payment, and late payment fees applied.
- Transport arrangements to and from home and Huckleberries Nurture Farm will remain the responsibility of the school/LA and any special transport arrangements will be paid in full by them.
- Schools/LA/parents will provide six weeks (excluding school holidays) notice to withdraw a child from Huckleberries Nurture Farm, outside of the child's planned end date (this includes where a placement is fully funded by Huckleberries Nurture Farm).
- Children will comply with Huckleberries Nurture Farm's current Behaviour Agreement (available on request). If a child is in breach of the Behaviour Agreement, and their behaviour cannot be resolved, Huckleberries Nurture Farm uphold the right to withdraw the child's provision and invoke the notice period. Fees for the six weeks notice period will be charged and where required, an invoice will be issued.
- Huckleberries retains the right to terminate a placement where a child has been absent for 3 sessions in any one term.
- If the school/LA/parent withdraws their child from Huckleberries Nurture Farm provision, it will be assumed that six weeks notice has been served on the date of withdrawal, and fees for the six weeks notice period will be charged and where necessary an invoice will be issued.

7. Representatives

Huckleberries Nurture Farm will appoint a named representative at the point of referral who shall take responsibility on behalf of Huckleberries Nurture Farm for the day-to-day execution of these T&Cs and who shall be the primary contact for the school/LA.

The school/LA will appoint a named representative at the point of referral who shall take responsibility on behalf of the school/LA for the day-to-day execution of the Agreement, and who shall be the primary contact for Huckleberries Nurture Farm.

8. Confidentiality & Reputation

Both parties shall not disclose any information of a confidential nature obtained by them by reason of this Agreement except information which is in the public domain (otherwise by reason of default of either party) or is trivial or cannot reasonably be considered to be confidential.

Confidential information includes, but is not limited to any information relating to clients of Huckleberries Nurture Farm (schools, children and young people); information relating to Huckleberries Nurture Farm business, products, services, affairs and finances, marketing information and plans, technical data and know-how relating to the business such as designs, ideas, inventions, research and development; any incident or investigation relating to Huckleberries Nurture Farm operations or business or confidential reports or research commissioned by or provided to the organisation; any document or item marked as confidential or either party is told is confidential, or which imparted in circumstances importing an obligation of confidence.

‘Huckleberries - a place to be me’, the nurture programme and format of the day, wellbeing curriculum delivery, collective tools, policies, procedures, reports, and other documentation shared with the school/LA or used as part of the nurture programme all remain the intellectual property of Huckleberries Nurture Farm and are protected by copyright and should not be reproduced or shared without permission.

9. Data protection / GDPR

Both parties shall comply fully with the requirements of the General Data Protection Regulations, (GDPR, 2018) and will share the relevant Privacy notices and policies detailing their collecting, processing, and storing of data. Any use, disclosure of or access to subject data allowed under this clause shall be made in confidence and shall extend only as far as that which is specifically necessary for the purposes of this Agreement and in line with GDPR Regulations. The provisions of this clause shall apply during the life of the Agreement and indefinitely afterwards.

10. Termination

1. The Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with the provision of this clause. Either party may terminate this agreement at any time on the provision of six weeks written notice to the other (excluding school holiday periods).
2. For placements that are fully funded by Huckleberries Nurture Farm, where a child misses 3 sessions in any term Huckleberries reserves the right to terminate the agreement immediately, without the need to provide notice.
3. Either party may terminate this Agreement immediately by giving notice to the other party if the other party commits any material breach of this Agreement.

4. On termination of this Agreement howsoever arising, the terms shall remain in full force and effect for so long as is necessary for Huckleberries Nurture Farm to fulfil all contractual obligations to third parties.
5. Unless this contract has been terminated by Huckleberries Nurture Farm in accordance with clause 3 above, for a breach by the school/LA, in which case all outstanding fees (including notice period) owed to Huckleberries Nurture Farm shall be payable immediately to Huckleberries Nurture Farm at the date of such breach, the provisions relating to payment by the school/LA to Huckleberries Nurture Farm shall continue in full force and effect in respect of Services provided pursuant.

11. Miscellaneous

No alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties. Neither party or any of its employees or sub-contractors shall be under any liability whatsoever to the other party for any non-performance, defective performance, or delay in the provision of the deliverables and/or performance of any of the services or work to be supplied hereunder caused directly or indirectly by any event or circumstance beyond the reasonable control of that party, such as a Pandemic, severe weather conditions etc.

If any part of this Agreement is found to be unreasonable, invalid, or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part of parts thereof and enforce this Agreement as if the offending part or parts had not been included.

This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to it.

The school/LA agrees that Huckleberries Nurture Farm may, in any of its marketing material, refer to the school/LA as an associate of Huckleberries Nurture Farm and refer to the type of services that the school/LA is purchasing (or otherwise) from Huckleberries Nurture Farm. The school agrees that Huckleberries Nurture Farm may, without prior written consent use the schools name on websites, in funding bids and in published material for the purpose of promoting Huckleberries Nurture Farm's services in the areas of education, training and support to vulnerable children and in the relief of need in children and young people.

This Agreement constitutes the entire Agreement between the parties. Other than as expressly stated otherwise in this Agreement neither party shall be under any liability for any representations made prior to or during the operation of this Agreement.

For the avoidance of doubt, the terms of this Agreement and its Services shall take precedence over any terms and conditions notified by the school or LA to Huckleberries Nurture Farm whether prior to or after the Effective date. This Agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.

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