



# Hazelwood School Nursery

## A

### Terminology

- A1** **"The Nursery"/"We"/"Us"** means The Larks at Laverock Limited (and any successor) trading as Hazelwood School Nursery and Early Years as now or in the future constituted.
- A2** **"The School"** means Hazelwood School as now or in the future constituted (and any successor).
- A3** **"The Head"** is the person responsible for the day-to-day running of the Nursery, currently the Assistant Head (with responsibility for Early Years) and that expression includes those to whom any duties of the Head have been delegated.
- A4** **"The Parents"/"You"** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.
- A5** **"The Pupil"/"Child"** is the child named on the Registration Form and Acceptance Form.
- A6** **"Term"** means the school terms as determined and published by the School on an annual basis, namely Spring, Summer and Autumn terms and means the period between and including the first and last days of the relevant term.

# B

## The Nursery

**B1 Our Aims:** The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. The Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.

**B2 The Child's Health:** The Parents must inform the Nursery if the Child has any known medical condition or health problem or has been in contact with infectious diseases. The child must not be brought to Nursery if unwell. Please now refer to section F.

**B3 Physical contact:** The Parents consent to such physical contact with the Pupil:

B3.1 as may accord with good practice; or

B3.2 as may be appropriate and proper for teaching and instruction; or

B3.3 for providing comfort to the Pupil in distress; or

B3.4 to maintain safety and good order; or

B3.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal Nursery programme or extra-curricular programme. The Parents acknowledge that while the Nursery will provide appropriate supervision, the risk of injury cannot be eliminated.

## Entry to the Nursery

- C1 Registration and Registration Fee:** The Child will be considered for Entry to the Nursery when the Registration Form has been completed and returned to the Registrar and the non-returnable registration fee paid. "Admission" occurs when the Parents accept the offer of a place by the Nursery and they complete the Acceptance Form. "Entry" is the date when the Child attends the Nursery for the first time under this contract. Admission to the Nursery will be subject to the availability of a place.
- C2 Offer of a place:** When making offers of places, the Nursery reserves the right to give preference to those Parents who have indicated that the Child will progress from the Nursery to the Reception class at the School. Important – please also see clause C5 and the Notice requirements set out in Section H on page 12.
- C3 Acceptance Deposit:** A deposit ("Acceptance Deposit") as shown in the letter of offer will be payable when Parents accept the offer of a place.
- C4 Return of Deposit:** Except where otherwise stated in these Terms and Conditions, the Acceptance Deposit will be retained in the general funds of the Nursery until the child leaves and will be repaid without interest following the Child's departure from the Nursery less all other sums due to the Nursery.
- C5 Transfer to the School:** It is expected that the Pupil will complete the academic year in which s/he reaches age 4 and subject to him/her satisfying the academic and conduct criteria applicable at the time will proceed to the Reception class at the School.
- C5.1 Where the Parents have stated on the Acceptance Form that they intend that the Child, on leaving the Nursery, will join the School, the Nursery reserves the right to retain the Acceptance Deposit if the Child does not enter the School (except in circumstances where the School does not offer a place).
- C5.2 When the School confirms a place for the Pupil the Acceptance Deposit will be transferred to the School subject to the School's Terms and Conditions without the need for the Parents to pay an additional Acceptance Deposit.
- C6 Terms and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these Terms and Conditions, to the level of Fees and to the curriculum and the structure and composition of classes and the length of Nursery Terms. Notice of any change and the reasons for the change will be given as soon as practicable but on occasions it may be less than one term.
- C7 Equality:** The School is a mainstream day school for boys and girls aged from 6 months - 13 years. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

## Educational matters

- D1 Provision of education:** The Nursery will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The Nursery will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve the desired progress and levels to transition to future schools of choice.
- D2 Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the Nursery community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's key worker, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- D3 Progress reports:** The Nursery shall monitor the Pupil's progress and shall report regularly to the Parents by means of learning journeys, written reports and parents' meetings.
- D4 Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the Nursery.
- D5 Learning difficulties:** The Nursery shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The Nursery staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- D6 Screening for learning difficulties:** The screening tests available to nurseries are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the Nursery at the Parents' expense or by the Parents themselves.
- D7 Information about learning difficulties:** Parents must notify the Head in writing if they are aware or suspect that a pupil (or anyone in his or her immediate family) has a learning difficulty and/or diagnosed medical condition. The Parents must provide the school with copies of all written reports and other relevant information. When, in the professional judgement of the Head and, after consultation with the Parents and with the Pupil (where appropriate), it is considered that the School, in the best interests of the pupil, cannot provide adequately for a pupil's special educational needs and/or the pupil is unable to access the curriculum and education offered at the school when the pupil is due to progress to Year 1, the Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice. Hazelwood Nursery and Early Years will do their utmost to ensure that any transition is carried out with full liaison with the destination school and the Local Authority (where appropriate). Remedial teaching provided by the School will be charged as an extra at rates notified annually to parents.
- D8 Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the Nursery may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.

- D9 Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the Nursery retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- D10 Consent for educational visits:** A limited number of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the Nursery in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in all educational visits. These include:
- D10.1 off-site activities involving Pupils aged 4 over;
  - D10.2 adventure activities which may take place at any time; or
  - D10.3 visits that cost less than £ 22.50.
- The Pupil shall be subject to Nursery discipline in all respects whilst engaged in an educational visit.
- D11 The cost of educational visits:** The Nursery will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause D10.1 to D10.3 above. The cost of such a visit may be payable in advance and may, together with any visit with a cost in excess of that stated in clause D10.3, be subject to a separate agreement. All additional costs (such as medical costs, taxis or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The Nursery reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

## Pastoral Care

- €1 Welfare of the Child:** The Nursery's commitment: We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the Nursery community and the rights and freedoms of others.
- €2 Concerns/Complaints:** Any question, concern or complaint about the pastoral care or safety of a Pupil must be made in the first instance to the supervisor in charge of the Pupil. If the matter cannot be resolved at this level, the complaint must be made in accordance with the Nursery and School's complaints procedure, a copy of which is available on the school website. Every reasonable complaint shall receive fair and proper consideration and a timely response.
- €3 Disclosures:** Parents must, as soon as possible, disclose to the Nursery in confidence:
- E3.1 any known medical condition, health problem or allergy affecting the Pupil;
  - E3.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
  - E3.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
  - E3.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
  - E3.5 any concerns about the Pupil's safety;
  - E3.6 any significant change in the financial circumstances of the Parents;
  - E3.7 except if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- The Parent must provide the school with copies of all written reports and other relevant information relating to these existing, or emerging, conditions.
- €4 Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly, the Parents must notify the Head in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude the Parents from Nursery premises if, acting in a proper manner, he / she considers such exclusion to be in the best interests of the Pupil or any other member of the Nursery community.
- €5 Residence during Term time:** The Pupil is required during Term time, at weekends and during the holidays to live with the Parents or legal guardian or with an education guardian acceptable to the Nursery. The Parents must immediately notify the Head in writing if the Pupil will be residing at any time under the care of someone other than the Parents or his / her education guardian.

- E6 Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Nursery to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School/Nursery. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause H1.
- E7 Absence of the Parents:** The Parents must inform the Head in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
- E8 Belongings:** The Pupil should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. A comforter will be allowed. The Parents must provide a change of clothing, appropriate for the climatic conditions prevailing at the time. The Parents are asked to supply nappies, creams, wipes and other items as notified for use in respect of their child only and will be required to sign a consent form to permit the Nursery to use sun cream on their Child.
- E9 Collection:** The Nursery must be informed in writing if someone other than a Parent is collecting the Pupil. The Nursery operates a password system in case the Parents ask a third party to collect the Pupil in an emergency. No Pupil will be allowed to leave the Nursery premises with anyone who has not been given prior permission and does not know the password.
- E10 Dietary Requirements:** The Parents should acquaint themselves with the Catering Policy which stipulates the catering requirements for each Year Group. The Parents should advise the Nursery in writing of any dietary requirements or allergies of the Pupil. A doctor's note should be provided if the Pupil has a medically diagnosed food allergy. All reasonable care will be taken by the Nursery to ensure that the Pupil does not come into contact with certain foods.
- E11 Transport:** The Parents consent to the Pupil travelling in a motor vehicle driven by a responsible adult, authorised by Us, who is duly licensed and insured to drive a vehicle of that type.
- E12 Photographs or images:** On joining the Nursery, Parents will be asked to complete a Permission Form for the Internal and External use of their child's image. If the Permission Form is not completed, by signing the Acceptance Form the Parents consent to the Nursery obtaining and using photographs of the Child for educational purposes as part of the curriculum or extra-curricular activities, for use in the Nursery's internal and promotional material (e.g. prospectus, website or social media) or for press or media purposes. We would not disclose the full name of the child or any other personal data without the Parents' consent.

- €13 Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the Nursery roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
- €14 Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the Nursery. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.
- €15 Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at Nursery or on the way to and from Nursery or any Nursery sponsored activity away from Nursery premises.
- €16 Nursery's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nursery does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.
- €17 Ethos:** The ethos of the School and Nursery is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School or its staff.



## Health and Medical Matters

- F1 Medical declaration:** The Parents will be asked to complete a Medical Information and Consent Form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- F2 Infectious or Contagious Diseases:** The Pupil will not be accepted into the Nursery with an infectious or contagious disease and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Pupil home if they become unwell whilst under the Nursery's care. It is a condition of acceptance that the Parents leave a daytime contact number.
- F3 Medicine:** The Nursery cannot administer any medicine to the Pupil unless prescribed by a doctor. The Nursery will maintain a Medical Register which must be signed by the Parents before any medicine is given. The only exception to this is if a Child has a high/ rising temperature, and Parents are unavoidably held up, provided we have consent from parents, we may decide to administer a dose of liquid paracetamol in order to reduce fever and risk of convulsion. If we are unable to contact the Parents, in extreme cases, we may administer a dose of liquid paracetamol.
- F4 Medical Information:** Throughout the Pupil's time as a Pupil of the Nursery, the Head shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, "need-to-know" basis.
- F5 Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## Fees and Extras

- G1 Meaning:** "Fees" where used in these Terms and Conditions means the termly charge set by the Nursery for the sessions the Child will attend. Parents will be consulted regarding any extra costs such as day trips or external activities.
- G2 Payment:** The Parents jointly and severally agree to pay the Fees applicable to each term directly to the Nursery. The Fees for the first term are due and payable as cleared funds before the date stipulated in the Offer Letter. Fees for all subsequent terms are due and payable as cleared funds before the first day of the term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- G3 Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The Nursery reserves the right to refuse a payment from a third party.
- G4 Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded reduced or waived if:
- G4.1 the Pupil is absent through illness;
  - G4.2 a Term is shortened or a vacation extended; or
  - G4.3 the pupil is released home before the normal end of a Term; or
  - G4.4 the Nursery is temporarily closed due to adverse weather conditions; or
  - G4.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.
- G5 Unpaid Fees:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest will be at up to 1.5% per Month accruing on a daily basis which represents a genuine pre-estimate of the cost to the Nursery of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the Nursery's claim.
- G6 Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the Nursery, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be set at up to 2% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the Nursery of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the School's claim.
- G7 Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the Nursery on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause G5.

- G8 Appropriation:** Save where the Parents expressly state the contrary, the Nursery shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the Nursery to the unpaid account of any other child of the Parents.
- G9 Exclusion for Non-Payment:** The Nursery reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with G5. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The Nursery may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.
- G10 Nursery Education Grant:** Where part of the Fee is funded by FEE (Free Early Education) or other similar government funding, the Parents must pay any remaining Fees not covered by this funding.
- G11 Instalment arrangements:** An agreement by the Nursery to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the Nursery. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the Nursery to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- G12 Fee increase:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the Nursery written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest less any sums owing to the Nursery.
- G13 Information about Fees:** The Parents acknowledge that the Nursery may make enquiries of the Pupil's previous nurseries for confirmation that all sums due and owing to such nurseries have been paid. The Parents also acknowledge that the Nursery may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this Nursery are unpaid.
- G14 Anti-money laundering and anti-bribery and anti- corruption:** From time to time the Nursery may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The parties will comply with the Nursery's policy on anti-bribery and corruption, a copy of which is available from the Nursery on written request.
- G15 Late Collection:** Late collections will incur a charge per ten minutes or part thereof. Details of the charges can be found under the FAQ section on the website.

## Cancellation, Withdrawal and Fees in Lieu

- H1 "Notice":** Except as otherwise stated in these Terms and Conditions Notice means one Term's written notice given by:
- H1.1 both Parents; or
  - H1.2 one of the Parents with the prior written consent of the other Parent; and
  - H1.3 any other person with parental responsibility delivered to and actually received by the Head or Assistant Bursar by the first day of the Term at the end of which the Parent intends to withdraw the Child. No other notice will suffice. The Parents should contact the Head if no acknowledgement of the Notice is received from the Nursery.
- H2 Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the Nursery staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance Form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Nursery has provided any educational services under this agreement.
- H3 Cancelling Acceptance:** The Acceptance Deposit will be retained by the Nursery in full if the Parents cancel their acceptance of a place before Entry by giving more than one Term's notice. If the Parents give less than one Term's Notice, or if the Pupil does not join the Nursery, one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a bursary or other award or concession including the FEE), less the Acceptance Deposit, will be payable as a debt. The Acceptance Deposit should only, therefore, be paid once a firm decision to join the Nursery has been made. The Nursery relies on commitments given when accepting places to budget for income and expenditure requirements each year. The Parents will not be liable to pay the Acceptance Deposit or a Term's Fees if the place is filled immediately and without loss to the Nursery. Cases of genuine hardship will be given special consideration on written request.
- H4 Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to two weeks from the date of the Acceptance Form (or two weeks from the expiry of the 14 day period stated in H2). The Acceptance Deposit will then be retained by the Nursery. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a bursary or other award or concession including the FEE), less the Acceptance Deposit, payable as a debt.

- H5 Withdrawal:** Except in the final Term of the academic year in which the Child reaches 4 years of age or where otherwise stated in clause H7 below, a Term's written Notice must be given before the child is withdrawn (including places funded by a Nursery Education Grant) or a Term's Fees in lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice (not limited to the parental contribution in the case of a bursary or other award or concession). Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request. The Parents will not be liable to pay a Term's Fees in lieu of Notice if the place is filled immediately and without loss to the Nursery. A Term's written Notice is required to discontinue an extra e.g. after school supervision or early morning wrap around care or a Term's Fees for the extra will be immediately payable in lieu as a debt.
- H6 Change or Cancellation of sessions:** The Parents must give to the Nursery one Term's notice if they wish to cancel or change agreed sessions. If the Parents do not provide this Notice the Nursery may not permit the change and the Parents will remain liable to pay the Fees for the sessions originally agreed.
- H7 Transition to Reception:** The School requires certainty of pupil numbers each year to properly plan and resource its Reception class/es. Confirmations of places in its Reception class/es are made by the School during the Spring term. If it is the Parents' intention to place the Pupil in another School for Reception they must provide the Nursery with Notice of Withdrawal before the end of the Autumn Term in the academic year in which the child reaches age 4 or pay a Term's Fees in lieu of Notice at the rate applicable to the Reception year at the School. An Acceptance of a place letter and form will be mailed to the parents half way through the Autumn term. The School will consult with the Parents during that Autumn Term if it appears that the Pupil may not satisfy the academic or conduct criteria applicable for Entry to the School. If, in the professional judgement of the Head, the school cannot provide adequately for a pupil's special educational needs or any medical condition, the pupil will not be permitted to transition to Oak Reception.
- H8 Removal:** The Parents may be required to remove the Child permanently from the Nursery following consultation with the Parents if, because of the conduct of a Parent or the Child, it appears to the Head that the continued presence of the Child is incompatible with the interests of the Nursery. There would be no refund of Fees in these circumstances but the Acceptance Deposit would be returned and Fees in lieu of notice would not be charged.
- H9 Termination by the Nursery:** The Nursery may bring the contract to an end upon a Term's written Notice to the Parents. The Nursery will not terminate the contract without good cause and full consultation with the Parents. The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

## General Conditions

- 11 Assignment to the School:** If the Pupil transfers to the Reception class of the School, this contract will automatically be assigned by the Nursery to the School when the School confirms the Pupil's place in the Reception class.
- 12 Data protection:** By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Child consent as far as is required under data protection law to the processing by the Nursery of personal information including financial information relating to the Parents and sensitive personal information relating to the Parents and/or the Child as is deemed necessary for the legitimate purposes of the Nursery.
- 13 Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.
- 14 Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the Nursery community as a whole. We aim also to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.
- 15 Legal Contract:** The offer of a place at the Nursery and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions together with the letter of offer, the Acceptance Form and the fees list.
- 16 Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights.
- 17 Information for Parents:** We provide parents of prospective pupils with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's prospectus, website, promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance Form to the Nursery.
- 18 Third Party Rights:** Only the Nursery and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract.
- 19 Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 110 Jurisdiction:** This contract was made at the Nursery and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

## Events beyond the control of the parties

- J1 Force majeure:** An event beyond the reasonable control of the Nursery or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- J2 Notification:** If either the Nursery or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- J3 Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause J2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- J4 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause J2 may terminate this contract by providing at least three working days' notice in writing to the other party.

