



Hutton Manor

STANDARD TERMS
AND CONDITIONS

Woodlands Schools Limited

LITTLE ACORNS NURSERY AT HUTTON MANOR SCHOOL

THE AIMS AND ETHOS

Little Acorns Nursery at Hutton Manor School 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.

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 children maintain appropriate standards of behaviour and hygiene.

STANDARD TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide childcare and educational services.

Why you should read them. Please read these terms carefully before you accept our offer of a place at Little Acorns Nursery for your child. These terms tell you who we are and how and on what basis the Nursery will provide childcare and educational services.

In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the Nursery and our provision of childcare and educational services.

Related Documents. Parents have an opportunity, on request, to see any of the documents referred to in these terms and conditions before they accept the offer of a place. All these documents, together with these terms and conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the Nursery, its culture, ethos and resources are properly managed and to promote good order and discipline throughout the School community, and to ensure compliance with the law. The most up-to-date versions of all these documents are available on the Little Acorns website and are otherwise available on the parent information table in the Nursery.

Managing Change. Little Acorns Nursery and Woodlands Schools, as any other school, are likely to undergo a number of changes during the time a child is a pupil here: for example, there may be changes in the staff, and in the premises and facilities and their use, in the curriculum and the size and composition of classes, and in the length of school terms. Fee levels will be reviewed each year and there will be increases from time to time by such amounts as the Directors of Woodlands Schools deem necessary and reasonable. Whenever practical, parents will be given reasonable notice of a change of policy which would have a significant effect on their child's education or pastoral care.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.

1. Definitions

- (a) Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by Woodlands Schools for parents to complete when accepting a place for their child at the Nursery;

"**The child**" and "**your child**" mean the child named on the Registration Form and the Acceptance Form;

"**Complaints Procedure**" means Woodlands Schools' procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the Nursery. It does not form part of the contract between you and the Nursery. A copy of the most up-to-date procedure is on the Nursery's website and is otherwise available from the Nursery at any time upon request;

"**contract**" has the meaning given in Clause 1(c) below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

"**entry**" means the date when the child attends the Nursery for the first time under this contract.

"**fees**" means the charges set out in the ***Schedule of Fees***;

"**The Nursery Manager**" means the person appointed by the Directors of Woodlands Schools Limited to be responsible for (or to share in the responsibility for) the day-to-day running of the Nursery, including anyone to whom such duties have been delegated. Overall responsibility for the running of the Nursery lies with the Head Teacher of Hutton Manor School;

"**Schedule of Fees**" means the published note of the Nursery's prevailing fees notified to you from time to time and a copy of which remains available from the Bursar and the Nursery Manager at any time upon request;

"**School Rules**" means the body of rules of the Nursery as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the Nursery, as set out in the Woodlands Schools' 'Promoting Good Behaviour and Discipline Policy';

"**Calendar month**" means the period between the first day and last day inclusive of any calendar month;

"**two month's notice**" means **written** notice given not later than two months *before* the date of withdrawal;

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" or "**us**" or the "**Nursery**" means the legal entity carrying on as the Nursery as identified in Clause 1(b) below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a parent of the child, or a person who with the Nursery's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

- (b) Who we are. We are Woodlands Schools Limited, a company registered in England and Wales (our company registration number is 1389757), trading as Little Acorns Nursery as now or in the future constituted (or any successor). Our registered office is at 428 Rayleigh Road, Hutton, Brentwood, Essex CM13 1SD. The Little Acorns Nursery Hutton Manor operates from these premises.

- (c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and Woodlands Schools. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.
- (d) Agency. All requests and authorities by those with parental responsibility are treated as being made on behalf of the pupil.

2. Acceptance and Deposit

- (a) Admission and Entry. Admission and entry to the Nursery are subject to the availability of a place. Admission occurs when Parents accept the Nursery's offer of a place following completion of a Registration Form and payment of the deposit, as set out below.
- (b) How we make the offer of a place. Woodlands Schools will offer you a place for your child at the Nursery in a formal letter. This will include an entry date.
- (c) How you accept our offer of a place. An offer of a place for your child at the Nursery is accepted by:
- You submitting the completed and signed Acceptance Form.
 - You paying the Acceptance Deposit. The deposit must be paid by the date set out in the formal letter offering your child a place at the Nursery. (Clause 2(a) above). **The Acceptance is not refundable if your child does not join the Nursery and therefore should only be paid once a firm decision has been made (see Clause 3 below).**
- (d) The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the Nursery.**
- (e) How we use the deposit. The deposit will form part of the general funds of Woodlands Schools Limited until it is returned, less any disbursements incurred to date, following the child's last day at the Nursery.
- (f) What charges may be deducted from the deposit. Woodlands Schools Limited reserves the right to deduct amounts from the deposit held by it at any time for any particular pupil, the costs or expenses incurred by the Nursery in respect of that particular pupil or other pupils within the same immediate family. Such costs or expenses may include unpaid fees, disbursement and any other charges as defined in Clause 5.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the Nursery and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the Nursery, especially if it occurs after other families have taken their decisions about child care as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether or not you provide that period of notice.

3. Withdrawing your Acceptance of a Place before your child joins the Nursery

- (a) The period of notice we require. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the Nursery you must give us two month's written notice before the day of entry specified in the offer letter.**
- (b) If we receive that period of notice. **If you provide that period of notice, you will lose the deposit but no further fees will be payable.**
- (c) If we do not receive that period of notice. **If you do not provide us with notice before the first day on which your child was due to start (or if no notice is provided at all), then two**

month's fees will be payable by you and will become due and owing to the Nursery as a debt. The two month's fees will be charged at the rate applicable at the time that the invoice is raised.

- (d) Cases of genuine hardship. Cases of genuine hardship will be given special consideration on written request.

4. Termination of Contract

- (a) If Parents decide to continue their child's education at Woodlands Schools' Kindergarten, the two month notice will still apply. If the child will not continue to Woodlands Schools' Kindergarten, or the Parents prefer the child to remain in the Nursery, the child will leave the Nursery at the end of the academic year in which s/he reaches age five. The academic year means 1 September to 31 August inclusive. The age of the child will be calculated in accordance with UK custom. **The two-month notice period will apply.**
- (b) The Nursery may bring the contract to an end at any time by giving two calendar months written notice to parents.
- (c) Parents may bring the contract to an end having given the Notice of Withdrawal required in Clause 6.

5. Fees and Payment

- (a) What the fees include. The two price bands and what is provided within each price band is set out in the **Schedule of Fees**.
- (b) Change in the Pattern of Attendance. If parents require a change in the pattern of their child's attendance, one month's written notification must be provided to the Nursery Manager. If spaces are available, an increase will be accommodated as soon as possible. Any changes in fees will be notified to parents in advance.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the fees and supplemental charges.

- (c) (i) Who is responsible for ensuring payment. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and disbursements due are paid to the Nursery. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the Nursery for all of the fees and disbursements due UNLESS AND UNTIL the Nursery has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the Nursery are paid. In practice this means that if fees or disbursements have not been paid to the Nursery then in order to recover the outstanding payments, the Nursery can seek payment of the full amount outstanding from either parent.
- (ii) Indemnity. The Parents shall indemnify the Nursery against all losses, expenses (including legal expenses) and interest suffered or incurred by the Nursery if the Nursery is required to repay all or part of any sum paid to it by a third-party credit provider on behalf of the Parents or to pay any other charges incurred by the Nursery in meeting the Nursery's legal obligations.
- (iii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the Nursery by submitting two month's notice but that person **must** obtain the prior written consent of both the Nursery and the other person who has signed the Acceptance Form.

- (d) How the fees are charged and payment requirements.
- (i) Each session of attendance will be charged on a monthly basis in advance.
 - (ii) Any additional costs incurred by the parents will be charged on monthly basis in arrears.
 - (iii) Each month's fees must be paid within seven days of the request for payment date unless a prior agreement has been reached with the Nursery. The request for payment will be issued on a monthly basis. The fees must be paid in full by either direct bank transfer, cheque or credit/debit card on or before the request for payment date. **We may not allow your child to attend the Nursery if you do not pay on time.**
- (e) When cheques are considered to have been received by the Nursery. Cheques delivered at any time after the specified payment date will be presented immediately and will not be considered as payments until cleared.
- (f) Less than full payment. Any sum tendered that is less than the sum due and owing may in any event be accepted by the Nursery on account only.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (g) (i) Non-payment of fees: refusal to attend Nursery. **We may refuse to allow your child to attend the Nursery while fees remain unpaid or there is a persistent failure by you to pay the fees on time.**
- (ii) Non-payment of additional charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplemental charge for that activity remains unpaid.**
- (h) We can make an administrative charge if you pay late. We will make an administrative charge at the rate set by the Directors from time to time and set out in the **Schedule of Fees**. This charge shall accrue on a monthly basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the Nursery the administrative charge together with the overdue amount.** Such charges will be recoverable by legal action if necessary.
- (i) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the Nursery's favour).
- (j) We can notify other educational institutions of your outstanding payments. **We may inform any other nursery or educational establishment to which you propose to send your child of any outstanding fees.**

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out our right to increase the fees during the course of your child's time at the Nursery.

- (k) Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them.** The Nursery will try to provide as much notice as possible of any increase in the fees. However, in an attempt to keep fee increases as low as possible, the Directors of Woodlands Schools Limited may delay a decision until they have all pertinent information at their disposal to assist in setting a revised fee regime.

- (l) Fees will not be reduced due to your child's absence. Fees will not normally be reduced or refunded as a result of absence due to illness or otherwise. You may, therefore, wish to consider the insurance schemes that are available in the marketplace.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what period of notice we require from you if you wish to withdraw your child from the Nursery.

Due to the organisation and allocation of resources, we will charge you if you do not provide us with the required period of notice to cover the Nursery's losses. In such circumstances we require you to pay us a sum equivalent to the fees you would have paid had the required period of notice been given – we refer to the relevant sum as "fees in lieu of notice".

6. Notice Requirements

- (a) Notice to withdraw your child from the Nursery. Notice must be given in all circumstances before the child is withdrawn (including places funded by a Nursery Education Grant). **The notice period that must be given is two months.** Failure to give two months' notice will incur Fees in Lieu of Notice equivalent to two months fees.
- (b) When the relevant amount in lieu of notice must be paid. In cases under (a) above, the appropriate sum in lieu of notice, which will be determined by the appropriate rate on the date of the invoice, will become payable by you to us as a debt on the next request for payment date.
- (c) Cases of genuine hardship. Cases of genuine hardship will be given special consideration on written request.

7. School Rules

- (a) You accept the Nursery Manager's Authority. You accept that the Nursery will be run in accordance with the authorities delegated by the Directors, through the Head Teacher, to the Nursery Manager. The Nursery Manager is responsible for the care and good discipline of children while they are in the charge of the Nursery or its staff and for the day to day running of the Nursery. The Nursery Manager is responsible also for the imposition of any sanction, including exclusion for non-payment of fees, and removal or expulsion under the Clauses below. The Nursery Manager is not responsible for the decision made to remove or exclude a pupil who is absent from the Nursery in breach of Nursery discipline, unless the Nursery Manager has acted negligently in making the decision. You confirm that you accept the authority of the Nursery Manager and of other members of staff on the Nursery Manager's behalf who take all reasonable disciplinary or preventative action to safeguard and promote the welfare of each child and the Nursery community as a whole.
- (b) Compliance with the School Rules. It is a condition of remaining at the Nursery that you and your child comply with the School Rules, which are set out in the School's Promoting Good Behaviour and Discipline Policy. In addition, you promise to ensure that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).

8. Suspension, Exclusion and Required Removal

- (a) The Nursery Manager's discretion to suspend or exclude your child from the Nursery. The Nursery Manager may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the Nursery if the Nursery Manager considers that your child's conduct or behaviour (including behaviour or conduct outside Nursery) is unsatisfactory and the suspension or exclusion is in the Nursery's best interests or those of your child or other children.

- (b) The Nursery Manager's discretion to require you to remove your child from the Nursery. Instead of expulsion or suspension, the Nursery Manager may in his or her discretion require you to remove your child from the Nursery if the Nursery Manager considers that:
- (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the Nursery, or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 15 below;
 - (ii) in the reasonable opinion of the Nursery Manager, the removal is in the Nursery's best interests and/or those of your child or other children.
- (c) What happens if your child is suspended, excluded or removed from the Nursery.
- (i) Should the Nursery Manager exercise his or her right under either Clause 8(a) or Clause 8(b) above you will not be entitled to any refund or remission of fees or disbursements due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the Nursery will retain the deposit.
 - (ii) If your child is excluded or you are required to remove your child from the Nursery, fees in lieu of notice will **not** be payable and any fees and/or disbursements that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.
- (d) Impact of exclusion or required removal on this contract. Provided you have paid the Nursery's final request for payment, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the Nursery.
- (e) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any decisions taken by the School and/or the Nursery Manager under this Clause 8 reviewed. Any such review shall be governed by the Complaints Procedure.

9. The Nursery's Obligations

- (a) The period of your child's Nursery schooling. Subject to these terms and conditions, the Nursery will accept your child as a pupil of the Nursery from the date of entry until the end of his or her Nursery schooling as defined in Clause 4(a).
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the Nursery, we will exercise reasonable skill and care to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others. This obligation will apply during Nursery hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the Nursery. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a Nursery activity or otherwise under the supervision of a member of Nursery staff.**
- (i) Disclosure of medical information. Throughout the child's time as a member of the Nursery, the Nursery Manager shall have the right to disclose confidential information about the child if considered to be in the child'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.
 - (ii) Emergency medical attention. If your child requires urgent medical attention while under the Nursery's care, we will, if practicable, try to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for**

example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in normal sports and activities which may entail some risk of physical injury.
- (d) Our right to make changes at the Nursery. Our prospectus describes the broad principles on which the Nursery is presently run. However, from time to time it may be necessary to make changes to any aspects of the Nursery, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the Nursery is required to close the Nursery premises)).
- (e) We will give you notice of significant changes. We will give you at least two month's notice of any changes that we regard as significant to your child's education before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the Nursery before the proposed change is set to take effect, then you have sufficient time to provide the required two month's notice of withdrawal to the Nursery under Clause 4(a) above.
- (f) Monitoring your child's progress at the Nursery. We will monitor your child's progress at the Nursery and **will advise you if we have any concern about your child's progress but we do not undertake to diagnose Autism or other conditions.** A formal assessment can be arranged either by you or by the Nursery at your expense. **You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Nursery Manager, the Nursery cannot provide adequately for your child's special educational needs.**

10. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Nursery Manager and Nursery staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the Nursery and Nursery staff in good faith, including by:
 - (i) maintaining a constructive relationship with Nursery staff (including where the Nursery is exercising its rights and performing its obligations under this contract);
 - (ii) encouraging your child in his or her development, and giving appropriate support at home;
 - (iii) keeping the Nursery up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
 - (iv) ensuring that all details or other information notified or otherwise disclosed to the Nursery about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
 - (v) providing cooperation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of education;
 - (vi) attending meetings and keeping in touch with the Nursery where your child's interests so require;
 - (vii) children 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. Parents are asked to supply the Nursery with named sun cream in the spring and summer for use on their child only and may be required to sign a consent form to permit the Nursery to use sun cream on their child; and

- (c) Your Consent. Parents give their consent to:
 - (i) such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress or to maintain safety and good order, or in connection with the child's health and safety;
 - (ii) children from the age of two wearing named Nursery uniform for all sessions;
 - (iii) children travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- (d) Collection. The child must either be collected by a Parent or another adult who is registered with the Nursery as a nominated alternative collector. Parents must supply information in accordance with the Nursery's security procedures for collection as required by the Nursery from time to time. This may include, but is not limited to, supplying photographs of the collector and/or a password.
- (e) Expectations concerning parental behaviour. A parent may be excluded from Nursery premises if the Nursery Manager, acting in a proper manner, considers such exclusion to be in the best interest of the pupil or of the Nursery. Serious or persistent misconduct by parents will justify the Head Teacher in requiring the removal of the pupil in accordance with Clause 8b(1).
- (f) You must notify us of your child's health/medical conditions or special educational needs. 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 the Nursery if unwell.
- (g) Circumstances where we may require you to keep your child away from Nursery. If the Nursery so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of an infectious disease, virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the Nursery until such time as the health risk has passed. The Nursery reserves the right to send the child home if they become unwell whilst under the Nursery's care. It is a condition that Parents provide a daytime contact number.
- (h) You must notify us of any special arrangements needed for your child. You must inform the Nursery of any situations where special arrangements may be needed for your child, including for their education or welfare.
 - (i) Dietary Requirements. Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note should be provided if the child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the child does not come into contact with certain foods.
 - (ii) Medicine. With the exception of 'Calpol', the Nursery cannot administer any medicine to the child unless prescribed by a doctor. 'Calpol' will only be administered if the child has a temperature and if the Nursery holds a consent form signed by the Parents to enable it to do so. The Nursery will maintain a Medical Register detailing any medicines administered to children. In the case of a prescription medicine, Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.
- (i) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the Nursery if, at any time prior to or during your child's time at the Nursery, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the Nursery

(including its premises) and/or the Nursery's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the Nursery with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

- (j) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the Nursery, the Nursery is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the Nursery is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - (ii) any communication from the Nursery to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out who needs to sign a notice of withdrawal of your child.

- (k) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (ie, under any of **Clauses 3(a), 4(a) or 4(c)**) must be in writing (this could be by e-mail).
- (l) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the Nursery you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the Nursery immediately in writing and provide the details required by the Nursery as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (m) Raising concerns with the Nursery and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the Nursery without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the Nursery's website and is otherwise available from the Nursery at any time upon request.

11. Insurance

Your responsibility to make your own insurance arrangements. The Nursery does not, unless negligent, accept any responsibility for accidental injury or loss of property. You must make your own insurance arrangements if you require cover for your child or their property while at Nursery or for the payment of fees due to absence of your child or closure of the School premises.

PLEASE READ THIS NEXT SECTION CAREFULLY

It will not always be necessary or practical for us to obtain consent for every use we make of personal data. The law recognises this but does require that we set out these uses clearly as far as possible. Please also see our 'Data Protection Notice' which is available on the Nursery's website.

12. How we may use Personal Information: References, Confidentiality and Data Protection

- (a) We may provide information about your child. We may supply information in respect of your child to any educational institution which you propose your child may attend. Any such

information supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the Nursery. This will include name, contact details, educational records, photographs and video recordings, both whilst your child is at the Nursery and after he or she has left, for the purposes of:
- (i) managing relationships between the Nursery and current pupils/parents and fulfilling our obligations under the contract with you;
 - (ii) promoting the Nursery to prospective pupils/parents;
 - (iii) publicising the Nursery's activities; and
- (c) In respect of (ii) and (iii), this includes use of such information by the Nursery in/on the Nursery's prospectus (in whatever format or medium it is produced/made available), the Nursery's website(s) and (where appropriate) the Nursery's social media channels.
- (d) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the Nursery; and
 - (ii) inform the Nursery of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the Nursery, including relevant contact details.
- (e) We will send information (eg, educational records) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the Nursery (including correspondence and other materials relating to his or her progress, development and/or education generally). The Nursery shall therefore disclose such information as a matter of routine to such persons UNLESS the Nursery is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)).
- (f) Data Protection Law. The Nursery will process personal data about you and your child in accordance with the Data Protection Act 2018, the General Data Protection Regulation and other related legislation. We will process such personal data:
- (i) as set out in this Clause 12, and in the School's 'Privacy Notice' which is available on the Nursery's website as may be amended from time to time;
 - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

13. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

14. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the Nursery (including changes to the legal entity that owns and runs the Nursery) or amalgamation of the Nursery with another we may transfer the undertaking of the Nursery to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's attendance at the Nursery).*

15. Ending this Contract

- (a) Our rights to end the contract. The Nursery may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- (i) you do not make a payment to us when it is due and you still do not make payment within twenty-one (21) days of us reminding you that such payment is due;
 - (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the Nursery to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
 - (iii) you fail or refuse to complete and submit to the Nursery a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
 - (vi) you (or either of you):
 - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and disbursements due under this contract;
 - (bb) are otherwise unable to pay your debts as they fall due;
 - (cc) are the subject of a bankruptcy petition or order; or
 - (dd) you enter into an individual voluntary arrangement; or
 - (vii) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the Nursery is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
 - (viii) notwithstanding the above clauses, the Nursery Manager shall have the absolute discretion to remove a pupil from the Nursery with immediate effect.
- (b) Your rights to end the contract. You may end this contract at any time by notice in writing to the Nursery if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the Nursery becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

- (c) When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the Nursery's final invoice.
- (d) Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.
- (e) Rolling Notice. Rolling notices are not accepted. If you change your mind about a notice period, you will need to withdraw the original notice in writing. If a pupil does not leave the Nursery at the end of a stated notice period, then the notice will be deemed to have been withdrawn and a further notice will be required once you decide on a definite date of departure.

16. Events outside of our, or your, control

- (a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 16 we shall refer to these as an "event".
- (b) What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the Nursery's performance of any of its obligations under this contract, the Nursery shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the Nursery has acted reasonably and prudently to prevent and/or minimise the effect of the event (and subject to Clause 16(c)), the Nursery will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the Nursery shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Events lasting more than 6 months. If the Nursery is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the Nursery shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the Nursery and without giving two months' notice or paying fees in lieu of notice.
- (d) What happens if your child is affected by an event outside of your control. Subject to Clause 5(g), if your child is unable to attend (or is likely not to be able to attend) the Nursery due to reasons caused by an event you shall give the Nursery notice in writing of such circumstances and the following provisions shall apply:
 - (i) in consultation and cooperation with the Nursery you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
 - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the Nursery then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - (iii) if the event continues to prevent your child from attending the Nursery or being able to participate and benefit from any level of provision of education by the Nursery for more than six (6) months you shall discuss with the Nursery a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the

contract on written notice to the Nursery and without giving two month's notice or paying two months fees in lieu of notice.

17. Communications between you and the Nursery

- (a) Notices must be in writing. When this contract requires you or the Nursery to give notice of something to the other then, unless we agree otherwise, this should be done in writing (this may be by e-mail).
- (b) We will use the contact details held by the Nursery to contact you. Communications (including notices) will be sent by the Nursery to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the Nursery of any change of address(es) or other contact details.**
- (c) How to provide written notice to the Nursery. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the **Nursery Manager**, and copied to the Bursary, and either:
 - (i) delivered by hand to the Nursery Manager and sent by email to the School using this email address: jb@woodlandsschools.co.uk; or
 - (ii) otherwise sent to the Nursery's address by first or second class post.

18. The Law that applies to this contract and where legal proceedings may be brought

- (a) The law that applies to this contract. The contract between you and the Nursery is governed by English Law and either you or the Nursery must bring legal proceedings in respect of this contract in the English courts.
- (b) Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

19. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the Nursery. The Nursery will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.