Akeley Wood School Nursery

Wicken Park, Wicken, MK19 6DA | 01908 571231

PARENT CONTRACT

Akeley Wood School Nursery

Terms and Conditions

1. Introduction

1.1 **This contract:** You are entering into a contract with the Nursery for the provision of the Services, the terms of which are set out in the following documents:

1.1.1 these terms and conditions;

1.1.2 the Letter of Offer;

1.1.3 the Acceptance Form; and

1.1.4 the Fees List,

together the "**Contract**".

If there is any inconsistency between the terms set out in the documents listed above, a term contained in a document higher in the list will have priority over one contained in a document lower in the list.

1.2 **Variations:** The Nursery reserves 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 the Services 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. For example, if the updated terms and conditions are to take effect at the start of the Autumn Term, we will notify you before the end of the preceding Spring Term.

2. Terminology

2.1 The definitions in this clause apply in these terms and conditions:

"**Acceptance**": means your acceptance of an offer of a place at the Nursery in accordance with clause 4.1. ("**Accept**" and "**Accepted**" will be interpreted accordingly).

"**Acceptance Date**": means the date on which you Accept the offer of a place at the Nursery in accordance with clause 4.1.

"**Acceptance Deposit**": means the acceptance deposit as shown on the Fees List for the relevant year.

"**Acceptance Form**": means the acceptance form which both of you (as holders of Parental Responsibility) must complete and return to the Nursery in order to Accept the offer of a place at the Nursery.

"**Business Manager**" means the School Operations Manager.

"**Cancellation**": means the cancellation of a place at the Nursery before your child's Entry. ("**Cancel**" and "**Cancelled**" will be interpreted accordingly).

["**Calendar Month**": means the period between the first day and the last day (inclusive) of any calendar month.]

"**child**": means the child named on the Acceptance Form.

"**Childcare Services**": means the Nursery's provision of childcare to your child.

"**Entry**": means the date when your child attends the Nursery for the first time under this Contract. ("**Entered**" and "**Enter**" shall be interpreted accordingly).

"**Fees**": means the Nursery Fees plus any and all Supplementary Charges, being the total amount payable by you to the School for the Services each Term.

"**Fees List**" means the list setting out the prices for each of the Services, a copy of which is available on the Nursery's website and from the Nursery at any time upon request.

"**Fees in lieu of Notice**": means a Calendar Month's Fees payable at the rate applicable for the Calendar Month immediately following Cancellation or Withdrawal (as applicable).

"**Force Majeure Event**": means an event beyond your or our reasonable control 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 disease, failure of utility service or transportation.

"**Full Calendar Month's Written Notice**": means written notice given before the first day of a Calendar Month and which will take effect at the end of that Calendar Month. For example, a Full Calendar Month's Notice is required to Withdraw your child from the Nursery. So, if you wish to withdraw your child with effect from 1 March, you would need to tell us on or before 31 January.

"**Head**": means the head of the Nursery who is responsible for the day-to-day running of the Nursery, including anyone to whom any duties of the Head have been delegated.

"**Medical Information and Consent Form**": means the medical information and consent form to be completed by you and provided to the Nursery.

"**Nursery**" or "**we**": means Cognita Schools Limited, trading as Akeley Wood School as now or in the future constituted (and any successor).

"**Nursery's Community Fund**": means the separate fund for use in the Nursery community, for example to help with the Nursery's scholarship or bursary provision, or to assist parents in times of hardship.

"**Nursery Fees**": means the Monthly fees for the provision of Childcare Services, as set out in the Fees List.

"**Nursery Premises**": means Akeley Wood School, Wicken Park, MK19 6DA.

"**Parental Responsibility**": means all those who have parental responsibility (i.e. legal responsibility for) a child.

"**parents**" or "**you**": means all holders of Parental Responsibility who have signed the Acceptance Form. You are both individually and jointly legally responsible for complying with their obligations under these terms and conditions.

"**Removal**": means the permanent and required removal of the child from the Nursery in circumstances described in clause 9. ("**Remove**" and "**Removed**" will be interpreted accordingly).

"**Services**" means the services to be provided by the Nursery on the terms and subject to the conditions of this Contract, including Childcare Services (which are covered by the Nursery Fees) and any other services (which are covered by a Supplementary Charge).

"**Supplementary Charges**": means the charges for each Service excluding Childcare Services, as set out in the Fees List.

"**Term**": means a term of the Nursery as published on the Nursery's website and as notified to you from time to time.

"**Withdrawal**": means the withdrawal of your child from the Nursery in accordance with clause 8.6. ("**Withdrawn**" and "**Withdraw**" will be interpreted accordingly).

3. The Nursery

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

3.2 **Provision of childcare:** The Nursery will do all that is reasonable to provide a childcare environment of a standard and quality which is suitable for each child and to provide the Services to at least the standard required by law in the particular circumstances. The Nursery will exercise reasonable care and skill in providing the Services for your child.

3.3 **Progress reports and sharing information with you:** The Nursery will monitor your child's progress and report regularly to you by means of any of the following (as determined by us): parents' evenings, report cards, assessment grades and/or written reports. Please note that any person who has Parental Responsibility for your child is entitled to receive certain core information from the Nursery about your child's progress and attainment. The Nursery will therefore disclose such information as a matter of routine to each such person 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 data protection law).

3.4 **Special educational needs:** The Nursery will do what is reasonable to detect and deal appropriately with any difficulty (including but not limited to social, emotional, behavioural or learning difficulty) which is considered to be a "special educational need". We will advise you if we have any serious concern about your child's progress, but we do not undertake to diagnose dyslexia, ADHD, or other conditions.

3.5 **Information about special educational needs, disability and/or health conditions:** You must notify the Head in writing, when completing the Nursery's Medical Information and Consent Form and during the course of your child's time at the Nursery, if you are aware or suspect that your child has a special educational need, or a disability or health condition at the time of joining the Nursery or which subsequently changes or develops after joining the Nursery (whether underlying, long-term, short-term, including any infections or injuries) and you must provide the Nursery with copies of all written reports and other relevant information. Please note that any additional support required in connection with your child's special educational needs, disability or health conditions may carry a Supplementary Charge. If you withhold from the Nursery or otherwise seriously misrepresent to the Nursery information of this nature, this may result in the Nursery exercising our right to terminate this Contract under clause 9.3 below.

4. Entry to the Nursery

4.1 **Entry and Acceptance:** The Contract is formed when the Acceptance Form and the Acceptance Deposit are received by the Nursery. You and the Nursery agree that the Acceptance Form may be executed by electronic signature (via the method specified by the Nursery), and such method of signature is as conclusive of your and our intention to be bound by the Contract as if signed by each party's manuscript signature.

4.2 **Use of the Acceptance Deposit:** The Acceptance Deposit will form part of the general funds of the Nursery until your child leaves when it will be repaid to you (without interest), subject to full and final payment of the Fees and all other sums due to the Nursery, unless

4.2.1 stated otherwise in these terms and conditions; or

4.2.2 you have indicated that you would like to donate the Acceptance Deposit to the Nursery's Community Fund. In which case, an amount equal to the Acceptance Deposit will be paid out from the general funds of the Nursery on your child's leaving the Nursery and that amount will be held on balance for you. By ticking the donation box set out in the Acceptance Form, you direct the Nursery to apply the Acceptance Deposit on your behalf to the Nursery's Community Fund. You will be responsible for making the final payment of the Fees or other sums due to the Nursery on your child's leaving (unless otherwise stated in these terms and conditions).

4.3 **Status of the Acceptance Deposit.** The Acceptance Deposit is not refundable. The limited exception to this is where notice is given in accordance with (as applicable) clause 8.4 or clause 8.5 below and the Nursery actually fills the specific vacancy created by your Cancellation. The specific vacancy is actually filled when the class your child was due to join is full and has a waiting list, such that 'but for' your decision to Cancel your Acceptance of a place, the replacement child on the Nursery's waiting list for that class could not have been offered a place. If the vacancy is actually filled in this way, the Nursery will refund the Acceptance Deposit to you less its costs in administering your dealings with the Nursery or a reasonable estimate of those costs. Please be aware that in the event of a late Cancellation it is very unlikely that the Nursery would be able to fill the vacancy created by your child's Cancellation.

5. Parents' and Nursery's Obligations

5.1 **Concerns/Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the Nursery where you seek action by us, must be notified to us as soon as practicable. Complaints should be made in accordance with the Complaints Procedure. A copy of the Nursery's Complaints Procedure can be provided on request.

5.2 **Disclosures:** You must, at the time of Entry or when such information subsequently changes or develops after Entry, disclose to the Nursery in confidence:

5.2.1 any known medical condition, health problem or allergy affecting your child, whether underlying, short-term or long-term, including any infections or injuries;

5.2.2 any history of a learning difficulty on the part of your child;

5.2.3 any disability, special educational need or any social, emotional or mental health need on the part of your child;

5.2.4 any family circumstances or court order in respect of the care or living arrangements of your child; your child's attendance at the Nursery; the Nursery's provision of childcare to your child; and/or the payment of Fees;

5.2.5 any concerns about your child's safety;

5.2.6 any significant change in your financial circumstances; and

5.2.7 any change to your child's immigration status and right to enter, live and study in the United Kingdom.

5.3 **Special Arrangements:** The Nursery needs to be aware of any matters that are relevant to your child's childcare, welfare, safety and security. The Head must be notified in writing immediately of any special arrangements which may be needed for your child, or court orders relating to their attendance at the Nursery, education or welfare.

5.4 **Belongings:** Your child must 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. Your child will need a change of clothing, a coat, hat, gloves and boots in cold weather and a sun hat in summer. Sun hats should be of a design which offers protection both to the face and to the neck. Please supply the Nursery with named sun cream for use on your child.

5.5 **Collection:** The Nursery must be notified in writing if someone other than one of you is collecting your child from the Nursery. The Nursery will not permit a child to leave with a third party unless such notification has been received. The Nursery may operate a password system in case you ask a third party to collect your child. Your child will not be permitted to leave the Nursery premises with anyone who has not been given prior permission and does not know the password. The authorised third party may be required to provide proof of ID and, where possible, photo ID.

5.6 **Dietary Requirements:** Each child attending the Nursery receives meals provided by the Nursery in accordance with the meal arrangements notified by the Nursery to you. You must advise the Nursery in writing of any dietary requirements or allergies. A doctor's note must be provided if your child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that your child does not come into contact with certain foods. If the Nursery provides meals for your child in accordance with this clause 5.6, food should not be brought onto the Nursery's premises by your child unless otherwise agreed between you and the Nursery.

5.7 **Transport:** You consent to your child travelling by any form of public transport and/or in a roadworthy motor vehicle (with valid MOT) driven by an adult who is duly licenced and insured to drive a vehicle of that type and who has satisfied the Nursery's internal checks.

5.8 **Communications with you:** The Nursery is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, communications or instructions received from one of you will be deemed by the Nursery to be received from both of you (if applicable); and any communication from the School to one of you will be deemed to have been given to both of you, unless there is clear evidence of a contrary view or otherwise according to the circumstances. However, a notice of Cancellation or Withdrawal of your child served under this Contract (ie, under clauses 8.4, 8.5, or 8.6) must be in writing and signed by each of you as the holders of Parental Responsibility for your child. The Nursery will be entitled not to accept such notice unless and until all holders of Parental Responsibility have signed such notice.

5.9 **Photographs or images (including video recordings):** The Nursery will use photographs of your child in the Nursery's manual ID system and for childcare purposes as part of the curriculum or extra-curricular activities. In addition, you will be asked to complete the Nursery's *Photo Consent Form* in respect of other uses of images of your child. For example, where consent is provided, the Nursery may obtain and use photographs or images (including video recordings) of your child for:

5.9.1 use in the Nursery's promotional material such as the prospectus, the website and social media;

5.9.2 press and media purposes; and

5.9.3 use within the Nursery, e.g. on notice boards, in PowerPoint presentations and on display in classrooms.

The Nursery may also seek ad-hoc specific consent from you before using a photograph or video recording of your child where the Nursery considers that the use is more privacy intrusive. For more information about how the Nursery uses photographs and videos of pupils, please see our Privacy Notice, which is available on the Nursery's website.

5.10 **Parents' conduct:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You are expected to:

5.10.1 uphold and promote the Nursery's good name;

5.10.2 maintain a constructive relationship with Nursery staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the Nursery are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

5.10.3 comply with any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

5.10.4 keep the Nursery up-to-date and informed about 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, any changes to your child's immigration status, and information relating to your child's health or special educational needs or medical conditions);

5.10.5 ensure 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 (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;

5.10.6 engage with the Nursery in a cooperative and transparent manner and provide assistance to the Nursery so that your child can participate in and benefit from the Nursery's provision of the Services;

5.10.7 attend meetings and keep in touch with the Nursery where your child's interests so require; and

5.10.8 ensure that your child takes full part in the activities of the Nursery and ensure that your child attends Nursery each day, is punctual, works hard, is well-behaved and complies with the Nursery rules.

5.11 **Access to Nursery Premises:** The Nursery may require the exclusion of an individual (including either of you) from the Nursery Premises if the Nursery determines in its absolute discretion that the individual's behaviour is aggressive, threatening, abusive or insulting or poses a risk to Nursery staff, children or any member of the Nursery community as a whole. The individual will be allowed to make representations to the Head if they dispute the Nursery's decision under this clause 5.11. The Nursery can either:

5.11.1 exclude the individual from the Nursery's Premises temporarily, until the individual has had the opportunity to formally make representations to the Head in accordance with this clause 5.11; or

5.11.2 inform the individual that the Nursery intends to exercise its rights under this clause 5.11 and invite them to make representations to the Head by the deadline notified to the individual.

After the individual's representations have been heard, the Head can decide whether to continue with the exclusion of the individual from the Nursery's premises. The decision will be reviewed within a

reasonable period of time from the exclusion, the timing of such to be determined by the Head.

6. Health and Medical Matters

6.1 **Circumstances where the Nursery may require your child to remain at home**: If the Nursery so requires due to a health or safety risk either presented by your child to others or presented to your child by others (including a virus, pandemic, epidemic or any other health risk including circumstances where the Nursery reasonably concludes that your child does or may pose a risk of harm to themselves or others), you may be required to keep your child at home and not permit him/her to return to the Nursery until the Head confirms that they may do so.

6.2 **Medicine:** With the exception of Calpol, the Nursery cannot administer any medicine to your child unless prescribed by a doctor. Calpol will only be administered if your child has a temperature and if the Nursery holds a consent form signed by one of you authorising us to do so. The Nursery will maintain a medical register which must be signed by you before any medicine is given to your child. You will be required to fill in a consent form for the administration of medicine and first aid. In the case of a prescription medicine, you will also be required to fill in a consent form on a daily basis for the administration of that medicine and to confirm its dosage.

6.3 **Medical Information:** Throughout your child's time as a member of the Nursery, the Nursery, at the direction of the Head, has the right to disclose medical information about your child if considered to be in your child's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received strictly on a confidential, need-to-know basis.

6.4 **First aid provision:** You consent to your child receiving first aid treatment as and when necessary from an appropriately qualified person.

6.5 **Emergency Medical Treatment:** If your child requires urgent medical attention while under the Nursery's care, we will:

6.5.1 take action (for example, by contacting the emergency services);

6.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';

6.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and

6.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

7. Fees and Extras

7.1 **Nursery Fees:** Unless set out in the Fees List or the Nursery's website, or notified to you at any time, the Nursery Fees cover the provision of Childcare Services.

7.2 **Supplementary Charges**: The Supplementary Charges are payable in respect of each Service excluding Childcare Services. Supplementary Charges include charges for meals, any extra-curricular activities (such as individual music lessons, trips and visits) or extra services which you have agreed in advance your child may participate in or receive. Supplementary Charges may also include: (a) other extras such as clothing and equipment, photographs or other items ordered by you; (b) charges arising in respect of some visits; (c) charges incurred by the Nursery in respect of damage (or insurance excess)

where your child alone or with others has caused loss or damage to Nursery property or the property of any other person (fair wear and tear excluded); or (d) bank charges arising from default in Fees payments, or interest on late payment, if incurred. Some Supplementary Charges are optional, and others are not optional. Any and all Services which are optional are supplied independently from each of the other Services. Please see the Fees List for further information.

7.3 **Applicable taxes**: All of the Fees and Supplementary Charges are exclusive of any taxes, which will be added (where applicable). Childcare Services are currently exempt from VAT in the UK.

7.4 **Payment:**

7.4.1 Each of you agree to pay the full amount of the Fees on a joint and several basis (at the rate applicable to each Calendar Month to which they relate) directly to the Nursery. In practice this means that if any of the Fees have not been paid then the Nursery can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in clause 7.5 immediately below.

7.4.2 Please note that court orders (for example, where you are separated or divorced) and other arrangements between you or third parties relating to the Fees do not normally bind or apply to the Nursery, and do not extinguish either of your liability for the Fees due under this Contract.

7.4.3 If an item on any invoice is under query, you should contact the Nursery promptly to let the Nursery know. You will not have to pay any interest on the disputed sum until the dispute is resolved. Once the dispute is resolved, the Nursery will charge interest on correctly invoiced sums from the original due date.

7.4.4 In the event of an increase in the Fees in accordance with clause 7.11 or clause 7.12, you must pay the full amount of the increased Fees.

7.4.5 The Nursery Fees are charged on a Monthly basis, and fall due for payment before the first day of the Calendar Month to which they relate. Payment of the Nursery Fees under this Contract must be made by direct debit, bank transfer, standing order, or by any other method specified by the School, unless otherwise notified by the Nursery.

7.4.6 The Supplementary Charges fall due for payment by the deadline set out in the relevant invoice. Payment of the Supplementary Charges must be made via Cognita Connect or any other method specified by the School.

7.4.7 Payment of Fees by cash or cheque will not be accepted.

7.5 **Payment of fees by a third party:** Any agreement by the Nursery to accept payment of the Nursery Fees or Supplementary Charges by a third party (for example, an employer, grandparent, is discretionary and will be subject to a separate agreement between the Nursery, each of you and the third party. Any such agreement will not release you from liability for payment of the Fees if the third party defaults, unless an express release has been given in writing, signed, by the Business Manager. The Nursery may refuse a payment from a third party including where the Nursery is not satisfied as to the identity of the third party, their source of funds, or the third party payer form is not completed in full.

7.6 **Refund/Waiver:** Fees will not be refunded or reduced and will still be due if:

7.6.1 your child is absent due to illness; or

7.6.2 the Nursery is temporarily closed for the health and safety of those at the Nursery.

7.7 **Early Years Funding**: If your child benefits from 15 hours of free childcare at the Nursery under the Early Years Funding Scheme, you will be responsible for paying all Nursery Fees and Supplementary Charges applicable for additional hours of childcare and optional extras in accordance with the Nursery's Early Years Funding Policy**.** If applicable, you must pay *Childcare Grant Payment Service* contributions by the due date stated on the relevant invoice. Childcare vouchers and tax free childcare may be accepted for children under the age of five or prior to the commencement of their compulsory education. Please check with the Nursery directly as to whether we accept childcare vouchers and/or tax free childcare.

7.8 **Consequences of non-payment or late payment:** If you do not make any payment to the School by the due date for payment, we may:

7.8.1 refuse to allow your child to attend the Nursery while the Nursery Fees remain unpaid or if there is a repeated or persistent failure by you to pay the Nursery Fees on time. This applies in addition to our right to terminate this Contract under clause 9.3;

7.8.2 refuse to allow your child to participate or receive the relevant service while the applicable Supplementary Charge remains unpaid;

7.8.3 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including legal fees and costs reasonably incurred by the School);

7.8.4 charge interest on the overdue amount at the rate of 3% a year above the Bank of England's base rate from time to time accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment; and

7.8.5 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

7.9 **Allocation**: The Nursery will allocate payments made by you in its discretion. You agree that a payment made in respect of one of your children may be allocated by the Nursery to the unpaid account of any of your other children at the Nursery.

7.10 **Instalment arrangements**: An agreement by the Nursery to accept payment of current and/or future Fees by instalments is discretionary and will be subject to a separate agreement between each of you 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 you, the terms and conditions of the instalment agreement or the invoice will prevail.

7.11 **Increases to the School Fees:** The Nursery will review the Nursery Fees during the course of your child's time at the Nursery (usually annually) and may increase them. Notice of an increase in the Nursery Fees will be sent to you before the end of the penultimate Term before the increase is to take effect. For example, if the Nursery Fees are to increase at the start of the Autumn Term, the Nursery will notify you before the end of the previous Spring Term. This will allow you time to consider the increase and, if you wish to Cancel your Acceptance of a place or Withdraw you child from the Nursery before the proposed increase is due to take effect, then you will have sufficient time to provide the required Full Calendar Month's Written Notice of Withdrawal to the Nursery (as applicable) under clause 8.4, 8.5, or 8.6 below. If the Nursery gives you notice of an increase to the Nursery Fees later than the last day of the penultimate Term before the increase is to take effect, you will be entitled to Cancel your Acceptance of a place or Withdraw your child from the start of the following Month PROVIDED THAT you give the Nursery notice in writing of the Cancellation or Withdrawal within 14

days from the date when notice of the increase in Nursery Fees was given. If you provide this notice, you will not need to give a Full Calendar Month's Written Notice or pay Fees in lieu of Notice and will be able to Cancel or Withdraw without being responsible for the Nursery Fees for the next Term.

7.12 **Increases to the Supplementary Charges**: We will review the Supplementary Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Supplementary Charges.

7.13 **Identity & Rights:** From time to time the Nursery may require you to provide us with sufficient information so that the Nursery can properly and accurately verify to our satisfaction:

7.13.1 your identity;

7.13.2 (if different) the identity of the person who is paying Fees;

7.13.3 your child's identity;

7.13.4 your child's right to enter, live and study in the United Kingdom;

7.13.5 the legitimate source of funds the person(s) paying is using to pay the Fees; and

7.13.6 that neither of you nor the person(s) paying the Fees is subject to, or is connected with, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority.

8. Provisions about Notice

8.1 **Notice:** Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

8.1.1 sent by email to the Headteacher using this email address: esther.hunter@akeleywoodschool.co.uk; or via the main reception mailbox, for the attention of the Headteacher.

8.1.2 delivered by hand or post to the Nursery.

In light of the importance under this contract of serving certain notices on or before a particular deadline, and the consequences that may follow if you do not do so, we recommend that you telephone the Nursery to confirm receipt if you have not received an acknowledgement from us within 48 hours during term-time after sending the notice.

8.2 **Deferrals**: You may defer your child's place at the Nursery for one Calendar Month without incurring any additional charges for the deferral, provided that you obtain the prior written consent of the Head and that your child joins the Nursery in the Calendar Month immediately after the Calendar Month in which your child was originally due to join. If the Nursery agrees that you may defer your child's place for one Calendar Month and your child does not join the Nursery in the Calendar Month immediately after the Calendar Month in which your child was originally due to join, your child's place at the Nursery will be Cancelled and Fees in lieu of Notice will be payable by you and will become due and owing to the Nursery upon demand as a debt. The Nursery will apply the Acceptance Deposit you have paid to the payment of the Fees in lieu of Notice you will owe us.

8.3 **Changing your child's place at the Nursery**: If you wish to decrease the number of days which your child attends at the Nursery, you must *either* give us a Full Calendar Month's Written Notice to that effect *or* pay to the Nursery the difference between the Nursery Fees for your child's existing place

and the Nursery Fees for your child's new number of days. If you wish to increase the number of days which your child attends at the Nursery, you must obtain the Nursery's prior written consent.

8.4 **Cancelling Acceptance:** If you wish to withdraw your Acceptance of a place BEFORE your child's Entry you must *either* give the Nursery a Full Calendar Month's Written Notice to that effect *or* pay to the Nursery Fees in lieu of Notice. This means that if, for example, your child is due to start at the Nursery on 1 March then you would need to tell us in writing that you wish to withdraw Acceptance on or before 31 January or pay Fees in lieu of Notice. The Nursery will apply the Acceptance Deposit you have paid to the payment of the Fees in lieu of Notice you will owe us.

8.5 **Cancelling a place offered in the Calendar Month before Entry:** If the offer of a place and your Acceptance is made in the [Calendar Month immediately prior to the Calendar Month of Entry then this clause applies rather than clause 8.4. You must *either* give the Nursery notice of Cancellation no later than 14 days from the Acceptance Date *or* pay to the Nursery Fees in lieu of Notice. The School will apply the Acceptance Deposit (without interest or any entitlement to repayment) to the payment of any such Fees in lieu of Notice.

8.6 **Withdrawal:** If you wish to Withdraw your child from the Nursery (other than at the normal leaving date) you must *either* give us a Full Calendar Month's Written Notice to that effect *or* pay to the Nursery Fees in lieu of Notice. This means that if, for example, you wish to Withdraw you child with effect from 1 March then you would need to tell the Nursery in writing that you wish to withdraw your child on or before 31 January or pay Fees in lieu of Notice. The Nursery will apply the Acceptance Deposit (without interest or any entitlement to repayment) to the payment of any such Fees in lieu of Notice. Please note that it is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your child part-way through a Calendar Month. The Nursery will not accept provisional or rolling notice of Withdrawal.

8.7 **Discontinuing extra activities and services:** If you wish to withdraw your child from participating in or receiving a service which is covered by a Supplementary Charge, you must *either* give a Full Calendar Month's Written Notice *or* pay to the Nursery upon demand as a debt a Calendar Month's **OR** Term's Supplementary Charges for the relevant service in which your child had ceased to participate or receive.

9 When this Contract will end

9.1 **Removal:** The Head may in his or her discretion require you to remove your child from the Nursery if the Head considers that:

9.1.1 your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of any code of conduct in place with regard to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the Nursery, and/or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute (among the Nursery community or the general public); and/or is not in accordance with your obligations under this Contract; and/or

9.1.2 in the reasonable opinion of the Head, the Removal is in the Nursery's best interests and/or those of your child and/or other children; and/or

9.1.3 your child's conduct or behaviour is unsatisfactory; and/or

9.1.4 the Nursery is unable to meet your child's needs, including in cases where the Nursery cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

9.2 **Fees following Removal:** Should the Head exercise his or her right under clause 9 above:

9.2.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the Calendar Month in which your child is Removed;

9.2.2 in cases of Removals under clause 9.1.1, the Acceptance Deposit will be forfeited and retained by the Nursery; and

9.2.3 Fees in lieu of Notice will not be payable and any Fees that have been prepaid for or relating to any Calendar Month after the Calendar Month in which the Removal occurred will be refunded. For the avoidance of doubt, all arrears of Fees will remain due and payable.

9.3 **Termination of the Contract:** In addition to where this Contract is terminated automatically as a result of a Removal, the Nursery may terminate this Contract (without any obligation to return the Acceptance Deposit or any Fees):

9.3.1 at any time on one Calendar Month's written notice to you. The Nursery will not terminate this Contract without good cause;

9.3.2 if you do not make a payment to the Nursery when it is due and still do not make payment within 14 days of the Nursery's final reminder that such payment is due;

9.3.3 if you (or either of you) make a serious misrepresentation of facts or circumstances to the Nursery, or withhold important information from the Nursery about you (or either of you) and/or your child or that is relevant to the provision of the Services 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 your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

9.3.4 if you fail or refuse to provide the Nursery at any time with information required under clause 7.13; or we are not satisfied with the information you have provided (if any). Instead of ending this Contract, the Nursery may otherwise refuse to allow your child to attend Nursery until the relevant satisfactory information has been provided;

9.3.5 if your child no longer holds an immigration status which confers a right to study in the UK;

9.3.6 if you (or either of you): (i) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this Contract; (ii) repeatedly or persistently fail to pay the Fees when they fall due for payment; (iii) are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or (iv) enter into an individual voluntary arrangement; or

9.3.7 if you otherwise do not comply with (ie, breach) your obligations under this Contract such that the Nursery has a legal right to end the Contract because of something you have done wrong; or

9.3.8 in the Head's reasonable discretion, the Nursery is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this Contract.

9.4 **When this Contract will end if not terminated early:** For the avoidance of doubt and without the Nursery having to provide you with notice, this Contract will end at the end of your child's nursery schooling.

10 General Conditions

10.1 **Change:** The Nursery, as any other, is likely to undergo a number of changes during the period of this Contract. For example, there may be changes in the staff, and in the premises, facilities and their use, and the size and composition of classes, and in the Nursery rules and procedures. Many of these changes will happen as a matter of course. However, where practicable, the Nursery will give you notice of any planned changes that we regard as significant to your child's childcare prior to the end of the penultimate Term before the change is to take effect. For example, if a change is to take effect at the start of the Autumn Term, we would notify you before the end of the preceding Spring Term. 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 Full Calendar Month's Written Notice of (as applicable) Cancellation or Withdrawal to the Nursery under clause 8.4, 8.5 or 8.6 above.

10.2 **Data protection:** Please read the Nursery's Privacy Notice for parents and pupils which explain how the Nursery will use your and your child's personal data, and which are available on the Nursery's website before signing the Acceptance Form.

10.3 **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. You are responsible for insurance of your child's personal property whilst at Nursery or on the way to and from Nursery or any Nursery-sponsored activity away from the Nursery Premises.

10.4 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words above or in combination, infringe consumer rights laws or any other provision of law, they will be treated as severable and will be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the protection offered by law.

10.5 **Information for parents:** We provide you with information about the Nursery and the Services we provide in good faith. This information may be contained in the Nursery's prospectus / website / newsletters and in general or specific promotional literature or in statements made by staff during a visit or an open day. If you wish to take account of the information provided to you when deciding whether to enter into this Contract you should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance Form to the Nursery.

10.6 **Third Party Rights:** Only the Nursery and each of you are parties to this Contract. Neither your child nor any third party is a party to this Contract and will not have any rights to enforce any term of it.

10.7 **Events beyond the control of the parties:**

10.7.1 If either the Nursery is or you are prevented from or delayed in carrying out our/your contractual obligations by a Force Majeure Event, we/you must immediately notify the other party in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.7.2 If a Force Majeure Event continues for a period longer than 30 days, the party who has provided notification under clause 10.7.1 will notify the other of the steps to be taken to ensure performance of (as applicable) our/your contractual obligations. If the Nursery has notified you in accordance with clause 10.7.1, we will take reasonable steps to continue to provide the Childcare Services as soon as reasonably practicable.

10.7.3 If the Force Majeure Event continues for a total period longer than 60 days, the party in receipt of notification under clause 10.7.1 may terminate this Contract by providing at least three working days' notice in writing to the other party.

10.8 **Assignment:** We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

10.9 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

10.10 **Jurisdiction:** This Contract was made at the Nursery and it, together with each matter relating to the provision of Childcare Services by the Nursery, is governed exclusively by the law of England and Wales and you and we submit to the exclusive jurisdiction of the Courts of England and Wales.

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