

DEAN PARK DAY NURSERY

Terms and Conditions

1. Introduction

- 1.1. **Terms and conditions:** These terms and conditions reflect the custom and practice of many good quality nurseries:
 - 1.1.1. the letter of offer;
 - 1.1.2. the acceptance form; and
 - 1.1.3. the fees listform the basis of a legally binding contract between the Parents and the Nursery for the provision of childcare and educational services. These terms and conditions are intended to promote the education and welfare of Children and the stability, forward-planning, proper resourcing and development of the Nursery.
- 1.2. **Variations:** these terms and conditions, and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the Nursery.
- 1.3. **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.
- 1.4. **Managing change:** Dean Park Day Nursery, like any other Nursery, is likely to undergo a number of changes during the time your child is a Child here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. Terminology

- 2.1. **The Nursery or We or Us:** means Dean Park Day Nursery Limited, trading as Dean Park Day Nursery, as now or in the future constituted (and any successor). The Nursery is constituted as a private limited company.
- 2.2. **Nursery Management:** means the Board of Dean Park Day Nursery, members of which are appointed from time to time and which is responsible for the governance of the Nursery.
- 2.3. **Nursery Manager:** means the Nursery Manager as appointed by the directors of Dean Park Day Nursery Ltd. The Nursery Manager is responsible for the day-to-day running of the Nursery.
- 2.4. **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the Nursery, the Parents and the third party. Please also see clause 4.3 and clause 11.6.
- 2.5. **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify with holding information to safeguard the best interests and welfare of the child.
- 2.6. **Child:** means the child named on the acceptance form. The age of the Child will be calculated in accordance with British custom.

3. Admission and entry to the Nursery

- 3.1. **Registration, Enrolment and Admission:** Applicants will be considered as candidates for Admission and Entry to the Nursery when the registration form has been completed and returned to Us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Child and the Parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Child attends the Nursery for the first time under these terms and conditions.

- 3.2. **Equality:** The Nursery is a mainstream day nursery for boys and girls aged from 3 months. The Nursery has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the Nursery's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and Children who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.3. **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the Nursery until the Child leaves. It will be repaid by means of a credit without interest less any other sums due to the Nursery on leaving, unless stated otherwise in these terms and conditions. Please also see clause 9.6 below. Deposit repayments shall be made by the end of the month following that in which a pupil leaves the nursery. This allows for final invoices to be made up if required.
- 3.4. **Immigration:** The Nursery does not hold a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Nursery Manager when returning a completed registration form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to attend the Nursery.

4. Fees

- 4.1. **Fees:** may include Nursery charges alone or a combination of any of the Registration Fee, the Acceptance Deposit, session fees, other extras such as clothing and equipment, photographs or other items ordered by the Parents, or damage where the Child alone or with others has caused wilful loss or damage to Nursery property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.
- 4.2. **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each month directly to the Nursery. Except where a separate agreement has been made between the Parents and the Nursery for the deferment of payment of Fees. Fees for each month are due and payable as cleared funds before the commencement of the period to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. Fees are due for 51 weeks of the year to reflect the booked sessions. Booked session patterns cannot be swapped for alternative days unless a permanent change to the pattern is requested, subject to availability.
- 4.3. **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by a Director. The Nursery reserves the right to refuse a payment from a third party.
- 4.4. **Indemnity:** If the Nursery is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the Nursery against all losses, expenses (including legal expenses) and interest suffered or incurred by the Nursery.
- 4.5. **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
- 4.5.1. the Child is absent through illness; or
 - 4.5.2. the Child is released home before the normal end of a Term; or
 - 4.5.3. the Nursery is temporarily closed due to adverse weather conditions; or
 - 4.5.4. for any reason other than exceptionally and at the discretion of the Nursery Management in a case of genuine hardship.
- See also Section 10 for information about events beyond the control of the parties.
- 4.6. **Exclusion for non-payment:** The Nursery reserves the right to exclude the Child on three days' written notice if Fees are overdue for payment. If the Child is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and Two Months' Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The Nursery may

withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Child.

- 4.7. **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the Nursery, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the Nursery of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the Nursery's claim.
- 4.8. **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the Nursery on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.9. **Appropriation:** Save where the Parents expressly state the contrary, the Nursery shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the Nursery to the unpaid account of any other child of the Parents.
- 4.10. **Instalment arrangements:** An agreement by the Nursery to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the Nursery. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the Nursery to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.11. **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12. **Fee increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than Two Months' notice of a Fees increase they may give to the Nursery written Notice of Withdrawal of the Child within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest less any sums owing to the Nursery.
- 4.13. **Information about Fees:** The Parents consent to the Nursery making enquiries of the Child's previous nurseries for confirmation that all sums due and owing to such nurseries have been paid. The Parents also consent to the Nursery informing any other nursery or educational establishment to which the Child is to be transferred if any Fees of this Nursery are unpaid.
- 4.14. **Anti-money laundering:** From time to time the Nursery may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

5. Educational matters

- 5.1. **Provision of education - our commitment:** The Nursery will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Child and to provide education to at least the standard required by law in the particular circumstances. (The Nursery will exercise reasonable care and skill in providing educational services for the Child but cannot guarantee that the Child will achieve his / her desired test results or that results will be sufficient to gain entry to other selective educational establishments...if applicable.)
- 5.2. **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Nursery Manager, is most appropriate to the Nursery community as a whole. We will endeavour to inform Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Child's education or progress they should contact the Child's key worker, or other appropriate member of staff, as soon as possible, or contact the Nursery Manager in the case of a serious concern.
- 5.3. **Progress reports:** The Nursery shall monitor the Child's progress and shall report regularly to the Parents.
- 5.4. **Reports:** Information supplied to the Parents and others concerning the progress and character of the Child shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the Nursery.
- 5.5. **Learning difficulties:** The Nursery shall do all that is reasonable to detect and deal appropriately with a learning difficulty which may be considered to be a "special educational need". The Nursery staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

- 5.6. **Screening for learning difficulties:** The screening tests available to nurseries are indicative only: they are not infallible. The Parents will be notified if the Nursery feels that the Child may have a learning difficulty. A formal assessment should then be arranged by the Parents themselves.
- 5.7. **Information about learning difficulties:** The Parents shall notify the Nursery Manager when completing the School's Confidential Information form and subsequently in writing if they are aware or suspect that the Child has a learning difficulty and the Parents must provide the Nursery with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Child, without being charged Fees in lieu of Notice if, in the professional judgement of the Nursery Manager and after consultation with the Parents, the School is unable to provide adequately for the Child's special educational needs. The Nursery reserves the right to charge for the provision of additional help.
- 5.8. **Moving up the Nursery:** It is assumed that if the Child satisfies the relevant criteria at the time he / she will progress through the Nursery. The Parents will be consulted if there appears to be any reason why the Child may be refused a place at the next stage of the Nursery. The Parents must give Two Months' Notice in accordance with the provisions about notice in Section 9 below if they do not intend the Child to proceed to the next stage of the Nursery, or Two Months' Fees in lieu of Notice will be payable.
- 5.9. **Nursery's intellectual property:** Where the Child, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a **Work**) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (**Intellectual Property Rights**) exist, the Nursery reserves all its Intellectual Property Rights in respect of that Work.
- 5.10. **Children's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Child, to the Nursery retaining the Child's original work until, in the professional judgement of the Nursery Manager, it is appropriate to release the work to the Child. We will take reasonable care to preserve the Child's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Child by factors outside the direct control of the Nursery Manager or staff.
- 5.11. **Educational visits:** A variety of educational visits may be provided for the Child. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents' consent to the Child taking part in any educational visit.

6. Pastoral care

- 6.1. **The Nursery's commitment:** We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the Nursery community and the rights and freedoms of others.
- 6.2. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Child or any educational issue or other matter connected to the Nursery must be notified to the Nursery as soon as practicable. A copy of the Nursery's complaints procedure can be supplied on request. See also clause 8.9.
- 6.3. **Nursery Manager's authority:** The Parents authorise the Nursery Manager to take and / or authorise in good faith all decisions which the Nursery Manager considers on proper grounds will safeguard and promote the Child's welfare. Please see Section 7.
- 6.4. **Ethos:** The ethos of the Nursery is to foster good relationships between Children and between members of staff and Children. Bullying, harassment, victimisation and discrimination will not be tolerated. The Nursery and its staff will act fairly in relation to the Child and the Parents and We expect the same of the Child and the Parents in relation to the Nursery and its staff.
- 6.5. **Physical contact:** The Parents consent to such physical contact with the Child:
- 6.5.1. as may accord with good practice; or
 - 6.5.2. as may be appropriate and proper for teaching and instruction; or
 - 6.5.3. for providing comfort to the Child in distress; or
 - 6.5.4. to maintain safety and good order; or
 - 6.5.5. in connection with the Child's health and welfare.
- The Parents also consent to the Child participating in contact and non-contact games and other activities as part of the normal Nursery programme. The Parents acknowledge that while the Nursery will provide appropriate supervision the risk of injury cannot be eliminated.

- 6.6. **Disclosures:** The Parents must, as soon as possible, disclose to the Nursery in confidence:
- 6.6.1. any known medical condition, health problem or allergy affecting the Child;
 - 6.6.2. any history of a learning difficulty on the part of the Child or any member of his / her immediate family;
 - 6.6.3. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Child;
 - 6.6.4. any family circumstances or court order which might affect the Child's welfare or happiness;
 - 6.6.5. any concerns about the Child's safety;
 - 6.6.6. any change in the financial circumstances of the Parents which may affect the attendance of the child at the Nursery.
- 6.7. **Confidentiality:** The Parents authorise the Nursery Manager to override their own and (so far as they are entitled to do so) the Child's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the Nursery. In some cases, members of staff may need to be informed of any particular vulnerability the Child may have. The Nursery reserves the right to monitor the Child's use of the internet.
- 6.8. **Special precautions:** The Nursery Manager needs to be aware of any matters that are relevant to the Child's safety and security. The Nursery Manager must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Child for whom any special safety precautions may be needed. The Parents may be excluded from Nursery premises if the Nursery Manager, acting in a proper manner, considers such exclusion to be in the best interests of the Child or any other member of the Nursery community.
- 6.9. **Leaving Nursery premises:** The Nursery will do all that is reasonable to ensure that the Child remains in the care of the Nursery during Nursery hours.
- 6.10. **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Nursery to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from the Nursery. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.
- 6.11. **Absence of the Parents:** When both the Parents will be absent from the Child's home overnight or for a 24 hour period or longer, the Nursery Manager must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Child.
- 6.12. **Photographs or images:** By signing the acceptance form or agreeing to these terms and conditions the Parents consent, as far as is required under data protection law, to the Nursery obtaining and using photographs or images of the Child for:
- 6.12.1. use in the Nursery (and or Park Nursery's) promotional material such as the prospectus, the website or social media;
 - 6.12.2. press and media purposes;
 - 6.12.3. educational purposes as part of the curriculum or extra-curricular activities.
- We would not disclose the home address of the Child.
- 6.13. **Request for confidentiality:** The Parents may ask us to keep information about the Child confidential. For example, You may ask Us to not use photographs of the Child in promotional material or ask Us to keep the fact that the Child is on the Nursery roll confidential. If the Parents would like information about the Child to be kept confidential, they must formally contact the Nursery Manager in writing, requesting an acknowledgment of their letter.
- 6.14. **Transport:** The Parents consent to the Child 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 e.g. a minibus used by a Nursery.
- 6.15. **Insurance:** The Parents are responsible for the insurance of their own children and for the insurance of the Child's personal property whilst at Nursery or on the way to and from Nursery or any Nursery-sponsored activity away from Nursery premises.
- 6.16. **Nursery's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nursery does not accept responsibility for accidental injury or other loss caused to the Child or the Parents or for loss or damage to property.

7. Health and medical matters

- 7.1. **Medical declaration:** Before the Child enters the Nursery the Parents will be asked to complete a Confidential Information form concerning the Child's health and must inform the Nursery Manager in writing if the Child develops any known medical condition, health problem or allergy, or will be unable to take part in games, or has been in contact with anyone with an infectious or contagious disease.
- 7.2. **Medical care:** The Parents must comply with the Nursery Medical Advisor's recommendations which may include a reasonable decision to release the Child home or to his / her education guardian when he / she is unwell.
- 7.3. **Child's health:** The Nursery Manager may at any time require a medical opinion or certificate as to the Child's general health where the Nursery Manager considers it necessary as a matter of professional judgement in the interests of the Child and / or the Nursery.
- 7.4. **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 it is 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.
- 7.5. **Emergency medical treatment:** The Parents authorise the Nursery Manager to consent on their behalf to the Child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Child's welfare and if the Parents cannot be contacted in time.

8. Behaviour management

- 8.1. **Nursery regime:** The Parents accept that the Nursery will be run in accordance with the authorities delegated by the Nursery Management Team to the Nursery Manager. The Nursery Manager is entitled to exercise a wide discretion in relation to the Nursery policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Child is at issue.
- 8.2. **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for others. The Parents warrant that the Child will take a full part in the activities of the Nursery, and will observe the rules and standards by which the Nursery operates.
- 8.3. **Nursery discipline:** The Parents accept the authority of the Nursery Manager and of other members of staff on the Nursery Manager's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Child and the Nursery community as a whole. The Nursery's Behaviour management policy which is current at the time applies to all Children when they are on Nursery premises, or in the care of the Nursery.
- 8.4. **Divulging information:** Except as required by law, the Nursery and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Children or others who have given information which has led to a complaint or which the Nursery Manager has acquired during an investigation.
- 8.5. **Fees following exclusion:** If the Child is excluded, (i.e. parents are required by the Nursery to remove him or her) there will be no refund of the Acceptance Deposit or of Fees for the current or past months. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the Nursery, all arrears of Fees and any other sums due to the Nursery will be payable.
- 8.6. **Removal of a child from the Nursery:** The Parents may be required to remove the Child permanently from the Nursery if, after consultation with the Parents and if appropriate to the Child, the Nursery Manager is of the opinion that:
 - 8.6.1. by reason of the Child's conduct, behaviour or progress, the Child is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the Nursery; or
 - 8.6.2. by reason of their conduct the child's Parents have treated the Nursery or members of its staff unreasonably; thenin these circumstances, and at the sole discretion of the Nursery Manager, Withdrawal of the Child by the Parents may be permitted as an alternative to Removal being required. The Nursery Manager shall act with procedural fairness in all such cases, and shall have regard to the interests of the Child and the Parents as well as those of the Nursery.

- 8.7. **Fees following Removal:** If the Child is removed or withdrawn in the circumstances described in clause 8.6, the provisions relating to Fees shall be as set out in clause 8.5 save that the Acceptance Deposit will be refunded without interest less any sums owing to the Nursery.
- 8.8. **Nursery Management Team Review:** The Parents may request a review by the Nursery Management Team of a decision to require the Removal of the Child from the Nursery.
- 8.9. **Complaints procedure:** A complaint about any matter of Nursery policy or administration not involving an Expulsion or Removal of the Child must be made in accordance with the Nursery's Concerns and Complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Provisions about Notice

Please note that the Notice provisions set out below are for the Nursery **only**.

- 9.1. **Term:** Each calendar year has three terms - a term means the period between:
- 9.1.1. 1 Jan and 31 March - Lent Term;
 - 9.1.2. 1 April and 31 August - Summer Term;
 - 9.1.3. 1 September and 31 December - Michaelmas Term.
- 9.2. **Notice:** means (unless the contrary is stated in these terms and conditions) Two Months' Written Notice given on or before the first day of any given month by:
- 9.2.1. both Parents; or
 - 9.2.2. one of the Parents with the prior written consent of the other parent; and
 - 9.2.3. any other person with Parental Responsibility
- Such notice to be addressed to and received by the Nursery Manager personally or the Bursar on the Nursery Manager's behalf. It is expected that the Parents will consult with the Nursery Manager before giving Notice to withdraw the Child. The Parents should contact the Nursery if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.
- 9.3. **Two Months' Written Notice:** means Notice given on or before the first day of any calendar month and carrying forward for the two calendar months from the 1st. Two Months' Written Notice must be given if:
- 9.3.1. the Parents wish to cancel the place after acceptance; or
 - 9.3.2. the Parents wish to withdraw the Child who has entered the Nursery; or
 - 9.3.3. the Parents wish to change the booked session pattern, subject to availability.
- 9.4. **Fees in lieu of Notice:** in circumstances where the Parents have not given Two Months' Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Two Month period following Withdrawal. Two Months' Fees in lieu of Notice represents a genuine pre-estimate of the Nursery loss in these circumstances, and sometimes the actual loss to the Nursery will be much greater. This rule is necessary to promote stability and the Nursery's ability to plan its staffing and other resources.
- 9.5. **Cancellation:** means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Child enters the Nursery or where the Child does not enter the Nursery. Please see clause for details of when Entry to the Nursery occurs.
- 9.6. **Cancellation rights:** if the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the Nursery staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the first Two Months' Fees will be refunded. If the Nursery has provided any educational services under this agreement the refund of the first Two Months' Fees will be pro-rated in accordance with the services provided.
- 9.7. **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the Nursery if it occurs after other families have taken their decisions about educating their children. A genuine pre-estimate of loss is Fees for between one and three years. Nonetheless, the Nursery agrees to limit the liability of the Parents to:
- 9.7.1. Two Months' Fees at the rate payable for the Term of Entry less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the Nursery if less than Two Months' Written Notice of Cancellation has been given; or
 - 9.7.2. the Acceptance Deposit if more than Two Months' Written Notice has been given.
- Cases of serious illness or genuine hardship may receive special consideration on written request.

- 9.8. **Cancelling a place before Entry:** Save where clause 9.6 applies, if the offer of a place is made in the Term immediately prior to the time of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. The Acceptance Deposit will then be retained by the Nursery. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay Two Months' Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 9.9. **Withdrawal:** means the withdrawal of the Child from the Nursery by the Parents with or without Notice required under these terms and conditions at any time after the Child has entered the Nursery. Please see clause 3.1 for details of when Entry to the Nursery occurs. See also clause 4.6, clause 9.10.
- 9.10. **Withdrawal by the Parents:** If the Child is withdrawn on less than Two Months' Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the Nursery.
- 9.11. **Withdrawal by the Child:** The Child's decision to withdraw from the Nursery shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.12. **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Nursery Manager or with the Nursery Manager's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.13. **Termination by the Nursery:** The Nursery may terminate this agreement on Two Months' notice in writing sent by ordinary post. The Nursery will not terminate this agreement without good cause and full consultation with the Parents and also the Child (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

10. Events beyond the control of the parties

- 10.1. **Force majeure:** An event beyond the reasonable control of the Nursery or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2. **Notification:** If either the Nursery or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3. **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

11. General contractual matters

- 11.1. **Data protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Child consent as far as is required under data protection law to the processing by the Nursery of personal information including:
- 11.1.1. financial information relating to the Parents;
 - 11.1.2. sensitive personal information relating to the Parents and / or the Child;
- as is deemed necessary for the legitimate purposes of the Nursery. See also the Nursery Data protection information notes as set out in Schedule 1.

If You would like further information about how the Nursery processes personal information, please see our privacy notice document which is available from the Nursery Office.

- 11.2. **Change:** The Nursery, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of groups, and in the Nursery rules and procedures, the disciplinary framework. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of

ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the Nursery.

- 11.3. **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
- 11.4. **Consultation:** It is not practicable to consult with the Parents over every change that may take place. Whenever practicable, the Nursery will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least Two Months' notice in writing of:
- 11.4.1. a change of ethos or culture; or
 - 11.4.2. a change in any physical aspect of the Nursery which would have a significant effect on the Child's education or pastoral care; or
 - 11.4.3. a change of ownership of the Nursery.
- 11.5. **Information for parents:** We provide parents of prospective Children with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's prospectus / website / promotional literature or in statements made by staff or Nursery personnel during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Nursery Manager that the information is accurate before returning a completed acceptance form to the Nursery.
- 11.6. **Third party rights:** Only the Nursery and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.7. **Interpretation:** These terms and conditions supersede any 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.
- 11.8. **Jurisdiction:** This contract was made at the Nursery and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Dean Park Day Nursery Limited: a private limited company
Registered in England, Company Number: 02737223
Registered Office: Queens Park South Drive, Bournemouth, BH8 9BJ

Schedule 1 Data protection information notes

1. The Nursery holds information about You and your child including parent and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the Nursery's information management system or manually in indexed filing systems.
2. These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
3. The Nursery processes information about You and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the Nursery, facilitate the efficient operation of the Nursery and ensure that all relevant legal obligations of the Nursery are complied with. Examples may include: the Nursery keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the Nursery processing financial information obtained from You or from third parties such as credit reference agencies.
4. The Nursery may process different types of information about your child for the purposes set out above. That information may include:
 - 4.1. medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2. personal details such as home address, date of birth and next of kin;
 - 4.3. information concerning your child's performance whilst at Nursery, including discipline record and reports.
 - 4.4. financial information including information about the payment of fees at this Nursery or any other Nursery.
5. Where in the professional opinion of the Nursery Manager it is deemed necessary We may share information with certain third parties.
6. We may, be obliged to verify your identity and pass on such information as required by law.

If You would like further information about how the Nursery processes personal information, please see our privacy notice document which is available from the Nursery Office.

Schedule 2 Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following removal	8.7
Fees in lieu of notice	9.4
Cancellation rights	9.6
Cancelling acceptance	9.7