THE CHELSEA NURSERY

## The Chelsea Nursery Terms and conditions

## 1 Terminology

1.1 **The Nursery or We or Us:** means The Chelsea Nursery as now or in the future constituted (and any successor)

1.2 **The Nursery Manager**: is responsible for the day to day running of the Nursery and that expression includes those to whom any duties of the Nursery Manager have been delegated.

1.3 **Nursery Premises**: means the premises from which the Nursery operates.

1.4 **The 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.

1.5 **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 withholding information to safeguard the best interests and welfare of the Child.

1.6 **The Child**: is the child named on the acceptance form.

1.7 **Calendar Month**: means the period between the first day and the last day inclusive of any calendar month.

## 2 The Nursery

2.1 **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 their own pace. The Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.

2.2 **The Child's health:** The Parents must inform the Nursery if the Child has any known medical condition or health problem or has been in contact with an infectious or contagious disease. The Child must not be brought to the Nursery if unwell.

## 3 Entry to the Nursery

3.1 **Registration of interest:** The Child will be considered for Entry to the Nursery when the application form and non-refundable Application Fee has been completed and returned to the Nursery.

3.2 **Admission**: occurs when the Parents accept the offer of a place by the Nursery and they complete the acceptance form. Admission to the Nursery will be subject to the availability of a place. A deposit (**Acceptance Deposit**) as shown in the Sessions and Fees List will also be payable when the Parents return this form. The Acceptance Deposit will be retained in the general funds of the Nursery until the Child leaves and will be repaid without interest following the Child's departure less disbursements and subject to payment of all other sums due to the Nursery. Please also see clause 7.3.

3.3 **Entry**: is the date when the Child attends the Nursery for the first time under these Terms and conditions.

3.4 **Change:** The Nursery reserves the right to make changes to the curriculum or to the structure and composition of classes or to the length of the nursery day. Notice of any significant change and reasons for the change will be given as soon as practicable but on occasions it will be less than one Calendar Month.

## 4 Fees

4.1 **Fees**: In these Terms and conditions Fees may include alone or in combination any of the Application Fee, the Acceptance Deposit, the monthly charge set by the Nursery for all individual sessions the Child will attend or bank charges arising from default in Fees payment or late payment charges if incurred. The Parents will be consulted regarding any extra costs such as day trips or external activities.

4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Calendar Month directly to the Nursery. Fees for each Calendar Month are due and payable as cleared funds before the commencement of the Calendar Month to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The Nursery reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds and may request evidence of these from the Parents.

4.3 **Third party arrangements**: An agreement with a third party (such as an employer, grandparent or step-parent without Parental Responsibility) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and conditions unless an express release has been given in writing, signed by the Board of Governors. 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 **Free places:** Where all or part of the Fees are funded by a Nursery Education Grant, the Parents must pay for any sessions or services provided which are not covered by the Grant.

4.6 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded, reduced or waived if:

4.6.1 the Child is absent through illness; or

4.6.2 a Term is shortened or a vacation extended; or

4.6.3 the Nursery is temporarily closed due to adverse weather conditions or other safety related reasons; or

4.6.4 for any reason other than exceptionally and at the sole discretion of the Board of Governance in a case of genuine hardship.

4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained

4.8 in a separate consumer credit agreement made between the Parents and the Nursery, a late payment administration fee as shown on the fees list will be charged on Fees which remain unpaid. 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.

4.9 **Exclusion for non-payment:** The Nursery may exclude the Child by providing written notice if at any time Fees are unpaid or evidence of the identity of the payer or the source of the funds is not provided following a reasonable request. The Child will be deemed withdrawn without notice 28 days after exclusion if payment is not received or evidence requested is not provided.

## 5 Pastoral care

5.1 **Welfare of the Child:** 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. We will respect the 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.

5.2 **Physical contact:** The Parents give their consent to 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 welfare.

5.3 **Concerns or complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Nursery Manager. Parents will always remain courteous and respectful at all times in their dealings with the Nursery regardless of any complaint. A copy of the Nursery's complaints procedure can be provided on request.

5.4 **Disclosures:** The Parents must, as soon as possible, disclose to the Nursery in confidence any known medical condition, health problem or allergy affecting the Child, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.

5.5 **Special precautions:** The Nursery Manager must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.

5.6 **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. A comforter will be allowed. The Parents 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.

5.7 **Collection:** The Child must either be collected by one of the Parents or an alternative collector who is listed in the application form. The 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. The Nursery reserves the right to charge a late collection fee if a child is collected late. These fees are set out on the Nursery Fees sheet.

5.8 **Dietary requirements:** The 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.

5.9 **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.

5.10 **Communications from 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 unless there is clear evidence of a contrary view. 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 Section 7.

5.11 **Photographs or images (including video recordings**): The Nursery may obtain and use photographs or images (including video recordings) of the Child for:

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

5.11.2 press and media purposes;

5.11.3 educational purposes as part of the curriculum or extra-curricular activities.

The Nursery may seek specific consent from the Parents before using a photograph or video recording where the Nursery considers that the use is more privacy intrusive.

5.12 **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 immediately contact the Nursery Manager in writing, requesting an acknowledgment of their letter.

5.13 **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 Parents or for loss or damage to property.

## 6 Health and medical matters

6.1 **Infectious and contagious diseases:** The Child will not be accepted into the Nursery with an infectious or contagious disease and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Child home if they become unwell whilst under the Nursery's care. The Parents must provide the Nursery with a daytime contact number.

6.2 **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, the Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.

6.3 **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.

6.4 **First aid provision:** The Parents consent to the Child receiving first aid treatment as and when necessary, from an appropriately qualified person.

6.5 **Emergency medical treatment:** The Parents authorise the Nursery Manager to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Child's welfare, and if the Parents or a second emergency contact cannot be contacted in time.

## 7 Cancellation and withdrawal

7.1 **Notice**: means two Calendar Month's written notice given by:

7.1.1 both Parents; or

7.1.2 one of the Parents with the prior written consent of the other Parent; and

7.1.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate;

delivered to and actually received by the Nursery Manager before the first day of the Calendar Month. No other notice will suffice. The Parents should contact the Nursery Manager if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.

7.2 **Cancel or Cancellation**: Means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Pupil enters the Nursery or where the Child does not enter the Nursery. Please see clause 3.3 for details of when Entry to the Nursery occurs.

7.3 **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 of the Parents meeting face to face with a member of the Nursery staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We received Your completed and signed acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Nursery has provided any educational services under this agreement. Information about the right to cancel and how to cancel is set out in the Nursery's cancellation notice and form published on the Nursery website.

7.4 **Cancelling acceptance**: If the Parents give less than two Calendar Months' Notice of Cancellation, two Calendar Month's Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, will be payable as a debt. If the Parents give more than two Calendar Months' Notice the Nursery will limit the Parents' liability to the Acceptance Deposit held. The Acceptance Deposit should therefore only be paid once a firm decision to join the Nursery has been made. The Nursery relies on commitments given when accepting

places to budget for income and expenditure requirements each year. Cases of genuine hardship will be given special consideration on written request.

7.5 **Cancelling a place offered in the Calendar Month before Entry:** Except for where clause 7.3 applies if the offer of a place is made within the Calendar Month prior to the Calendar Month of Entry the Parents may Cancel and terminate this contract by notifying the Nursery in writing at any time before Entry but they shall pay two Calendar Month's Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, payable as a debt.

7.6 **Deferral**: You may defer a place (postpone your child's start date) to a later date, but you may only defer once and a minimum of two Calendar Months' Notice from the 1st day of the month is required in writing.

7.7 **Withdraw or Withdrawal**: means the withdrawal of the Child from the Nursery by the Parents with or without the Notice required under these Terms and conditions at any time after the Child has entered the Nursery. Please see clause 3.3 for details of when Entry to Nursery occurs. Notice must be given before the Child is withdrawn (including places funded by a Nursery Education Grant) or two Calendar Month's Fees in lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request.

7.8 **Removal**: The Parents may be required to remove the Child, temporarily or permanently from the Nursery, if, after consultation with the Parents, the Nursery Manager is of the opinion that by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the Nursery, or if a Parent has treated the Nursery or members of its staff or any member of the Nursery community unreasonably. The Nursery is not obliged to provide notice under these circumstances. There will be no refund of Fees but the Acceptance Deposit will be returned and Fees in lieu of Notice would not be charged.

## 8 General conditions

8.1 **Variations:** these Terms and conditions and the Sessions and Fees list are subject to change from time to time to reflect changes in the law or custom and practice at the Nursery.

8.2 **Data protection**: The Parents are asked to read the Nursery's privacy notice for parents and pupil privacy notice enclosed with the letter of offer before signing the acceptance form.

8.3 **Insurances**: The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.

8.4 **Management**: It is our intention that these Terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and children, and those of the Nursery community as a whole. We aim also to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.

8.5 **Legal contract**: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and conditions, together with the letter of offer, the acceptance form and the Sessions and Fees List.

8.6 **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.

8.7 **Information for parents**: We provide parents of prospective pupils with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Nursery Manager that the information is accurate before returning a completed acceptance form to the Nursery.

8.8 **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.

8.9 **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.

8.10 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

8.11 **Jurisdiction**: This contract was made at the Nursery and it, together with each matter relating to the provision of nursery services by the Nursery, 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.

## Cancellation notice

If your contract with the Nursery was formed entirely by means of distance communication (i.e. by post, fax or electronic communication) without a face-to-face meeting with a member of the Nursery staff you may cancel the contract within 14 days. The 14-day cancellation period will commence on the day following receipt of your completed and signed acceptance form.

To exercise your right to cancel, you must inform us at the Nursery address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or fax, or an email). You may use the attached model cancellation form, or your own wording, if you prefer. You do not have to provide a reason for cancellation when informing the Nursery.

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of cancellation

a) Where we have provided educational services

If, following your acceptance of a place and payment of the Acceptance Deposit, we provide educational services to your child, and then you choose to cancel the contract before the 14-day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a proportion of the monthly fees. We will return to you, after deduction of our reasonable costs, the balance of fees and any deposit paid.

a) Where we have not provided educational services

If you cancel this contract within the 14-day period and we have not provided any services, we will reimburse to you in full any payment of fees and deposit received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel.

We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise. You will not incur any fees because of the reimbursement.

### Reimbursement of payments made

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

THE CHELSEA NURSERY

## Cancellation form

### Cancellation of contract

**To the parents:**

If you wish to cancel your Parent Contract with The Chelsea Nursery within the 14-day period, please notify the Nursery Manager, by email, letter or fax, at the Nursery address. Below is some suggested wording.

**To the Nursery Manager of The Chelsea Nursery**

[insert Nursery's address and email address]

I / We hereby give notice that I / we cancel the Parent Contract as set out in:

- the letter of offer
- the Nursery's *Terms and conditions*
- the acceptance form returned to the Nursery on [• 00 month year]; and
- the Session and Fees List.

Name(s) of parent(s): ……

Address(es) of parent(s): ……

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Signed: ……

Date: ……