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LEWESTON NURSERY TERMS AND CONDITIONS

1 Terminology

1.1 The Nursery or We or Us: means Leweston School Trust trading as Leweston Nursery as now or in the future constituted (and any successor).

1.2 The Childcare Manager: is responsible for the day-to-day running of the Nursery and that expression includes those to whom any duties of the Childcare 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 Application Form and / or who has accepted responsibility for the Child's attendance at this Nursery. 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.

1.8 Term: means the period between the first day and the last day inclusive of any Nursery term, as published periodically in the Nursery Session and Fees List.

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

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 infectious diseases. The Child must not be brought to the Nursery if unwell.



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3 Entry to the Nursery

3.1 Registration of interest: The Child will be considered for entry to the Nursery when the Registration Form has been completed and returned with the non-refundable registration fee to the School Registrar.

3.2 Admission: occurs when the Parents accept the offer of a place by the Nursery and they complete the Acceptance Form. 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.

3.3 Entry: is the date when the Child attends the Nursery for the first time under these terms and conditions. Admission and Entry to the Nursery will be subject to the availability of a place.

3.4 Change: Acceptance of a place is on the basis that reasonable changes may be made from time to time to these terms and conditions, to the level of fees or to the curriculum or to the structure and composition of classes or to the length of the nursery day. Notice of any significant 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 means the termly charge set by the Nursery for all individual sessions the Child will attend. 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 month directly to the School. Fees for each month are due and payable on the **12th** of the month following the month of billing. Invoices will be sent on the 5th day of the month following the month of charge. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

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 Childcare Manager. The Nursery reserves the right to refuse a payment from a third party.

4.4 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.

4.5 Refund or waiver: Any waiver of these terms and conditions is only effective if given in writing by or on behalf of the Childcare Manager. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the Nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid or refund given if a Nursery session is cancelled due to any reason beyond



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the control of the Nursery, such as technical problems or weather conditions. The Nursery will endeavour to provide alternative activities where possible.

4.6 Late payment: 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 2% per 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.

4.7 Exclusion for non-payment: The Child may be excluded from the Nursery on three days' notice when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion.

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 Childcare Manager. 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 Childcare 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 wellingtons and outdoor clothing, as well as sun cream in the spring and summer for use on their Child only; they 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 on the Arrival and Collection Arrangements Form. The Parents must supply information in accordance with the Nursery's security procedures for collection as required by the Nursery from



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time to time. This may include, but is not limited to, supplying photographs of the collector and / or a password.

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. 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: By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent to the Nursery obtaining and using photographs or images 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-curricula activities.

We would not disclose the home address of the Child without the Parents' consent. If the Parents do not want the Child's photograph or image to appear in any of the Nursery's promotional material they must notify the Childcare Manager in writing immediately, requesting an acknowledgement of their letter.

5.12 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 diseases: The Child will not be accepted into the Nursery with an infectious 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. It is a condition of acceptance that the Parents leave a contact number to cover all times when the child is in Nursery.



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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, and at the lowest stated dose, if the Child has a temperature and if the Nursery holds a consent form signed by the Parents to enable it to do so. The Nursery will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.

6.3 Medical information: Throughout the Child's time as a member of the Nursery, the Childcare 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 Childcare Manager to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions within the United Kingdom, 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 cannot be contacted in time.

7 Cancellation and withdrawal

7.1 Notice: means two Calendar Months' 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 any other person with Parental Responsibility

Delivered to and actually received by the Head before the first day of the first Calendar Month of the notice period. An acknowledgement of receipt must be requested and received. No other notice will suffice.

7.2 Cancelling acceptance: The Acceptance Deposit will be retained by the Nursery in full if the Parents cancel their acceptance of a place before Entry. If the Parents give less than two Calendar Month's Notice or if the Child does not join the Nursery, one Calendar Month's Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, will be payable as a debt. 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.



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7.3 Cancelling a place offered in the two Calendar Months before Entry: If the offer of a place is made in the two Calendar Months prior to the Calendar Month of Entry the Parents may cancel their acceptance in writing at any time up to two 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 one Calendar Month's Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, payable as a debt.

7.4 Notice of withdrawal: Written 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 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.

7.5 Removal: The Parents may be required to remove the Child, temporarily or permanently from the Nursery, if, after consultation with the Parents, the Childcare 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 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 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 authorise the Nursery to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the Nursery.

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

8.3 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.

8.4 Legal contract: The offer of a place and its acceptance by the Parents gives 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 Session and Fees List.

8.5 Consumer protection: 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 the Unfair Terms in Consumer Contracts Regulations 1999 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.



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8.6 Representations: Although believed correct at the time of publication, the prospectus and Nursery website are not part of any agreement between the Parents and the Nursery.

8.7 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.

8.8 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.

8.9 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.