

**GREENWOOD NURSERY SCHOOL**  
**TERMS & CONDITIONS**

### **1. Your contract with us**

When you sign and return a completed Registration Form to us, you agree to these Terms and Conditions, which are incorporated into your agreement with us. Submitting a completed Registration Form to us is your offer to us for your child to be placed with us for the provision of day care/ term time care/after school care, as indicated on your completed Registration Form ("Services"). We may not be able to accept a child to our nursery, for example, due to lack of capacity, therefore we reserve the right to refuse to accept a Registration Form. However, if we acknowledge your Registration Form by sending you a request for payment of deposit monies (see Clause 2.1 below), or by sending you confirmation of acceptance in writing, then this will constitute our acceptance of your offer and a contract ("Contract") will be formed between us, on these Terms and Conditions. The Contract is conditional upon us receiving the appropriate deposit monies from you.

### **2. Fees/Payment**

2.1 To confirm your child's place with us, a deposit of £1000 will be required (unless an alternative sum is set out in the Registration Form or request letter sent to you). This deposit is **non-refundable** if a child's application is withdrawn following confirmation of our Contract with you in accordance with Clause 1. Once the final Fees have been paid in full in accordance with this Clause 2 either for a year or whatever period is agreed for the provision of our Services, the deposit will be refunded to you by cheque as soon as practicable.

2.2 For Day Care Services, the monthly payment of Fees is calculated by multiplying the child's weekly attendance Fee (as indicated on the Registration Form for the appropriate 'Days Required' for your child) by 51 (which reflects the fact that the nursery is closed between Christmas and New Year and we do not therefore charge for that week) and then dividing by 12, in order to spread the calculated payments over regular monthly instalments for you. The Fees payable under these Terms and Conditions for Day Care Services are due on the first day of each month (starting with the first month of your child's attendance) and are payable by standing order or direct debit (unless paying by cheque, subject to Clause 2.4). You understand that you will be charged for 51 weeks a year (ie, not to include the week in between Christmas and New Year when we are closed and for which you will not be charged), even if your agreement with us is terminated for any reason prior to the end of a year, due to the calculation of the Fees being spread over the year, which has been done to ease payments over a regular yet longer period.

2.3 Fees are due on the 1st of each month in advance. There will be a £25 late fee applied to standing order payments received after the 10th of each month. There is also a £10 late fee applied to any childcare vouchers payments received after the 10th of each month.

2.4 If you wish to pay by cheque, then you may do so, but we reserve the right to charge you interest on late payments at the rate of 3% above the base rate of the Bank of England from time to time in force, calculated at a daily rate.

2.5 If any days or sessions are missed for any reason (including but not limited to illness, personal holiday or bank/public holidays) the nursery regrets that it is unable to reimburse you for the loss. Please also note the nursery is closed on all bank holidays and between Christmas and New Year and that full payment of Fees are payable during these closures.

2.6 If you wish to increase your child's Days Required for Day Care Services, you must request this in writing to us. Where we can accommodate your request, we shall send you confirmation of acceptance in writing and recalculate the monthly payment of Fees in accordance with clause 2.2 for the remaining period to the end of the current year. Where we cannot accommodate your request immediately, we shall accommodate your request as and when availability arises (if possible) and you will be charged the recalculated monthly payment of Fees from that date. Where we receive notice from you to reduce your child's Days Required for Day Care Services during a calendar month (ie, after the 1<sup>st</sup> day in a calendar month), then the three full calendar months notice will not take effect until the next full calendar month, when the three calendar months notice period will start from. Failure to provide notice in accordance with this Clause 2.6 will render you liable for three full calendar months' Fees for the cancelled Days Required for the three calendar months' notice period, together with any additional days in the calendar month leading up to the commencement of the three month notice period when notice to reduce number of Days Required is served after the 1<sup>st</sup> day in a calendar month, in accordance with this Clause 2.6. Where we can accommodate your request, we shall send you confirmation of acceptance in writing and recalculate the monthly payment of Fees in accordance with Clause 2.2 for the remaining period to the end of the current year. Where we cannot accommodate your request immediately, we shall accommodate your request as and when availability arises (if possible) and you will be charged the recalculated monthly payment of Fees from that date.

### **3. Outings/Events/Services**

3.1 There may be occasions when the children are taken on outings either on foot, in our school mini-bus or by public transport to the park, library, theatre, swimming or farm etc. In all cases trained staff will accompany children and the staff: child ratio will be adhered to. By signing the Registration Form, you provide your consent to your child going on outings when accompanied by trained members of staff.

3.2 Most costs of outings / events are included in the monthly Fees payable, however there are occasions when certain outings / events may require additional fees to be paid, eg, theatre tickets, entrance fees. We will let you know about the cost of any potential outings / events and you can then decide whether you wish your child to join in the outings / events and, if so, we will send you a request for payment of those additional fees to be paid up front prior to the outing / event.

3.3 If you do not wish your child to join in the outing / event, please be aware that provision of the Services may be limited on that day, or may not be able to be provided at all, given the reduced staff available, however we will confirm whether alternative arrangements need to be made for your child at that time.

3.4 By signing the Medical Form you provide your consent to us obtaining medical and dental care and treatment (including the administration of an anaesthetic and/or carrying out of surgical procedures) in an emergency where you cannot be reached (or reached in a reasonable time). You also provide your consent to allowing us to administer prescribed or proprietary medicines whilst we are performing our Services, on the basis that we shall not be liable for any adverse effects to or on your child.

3.5 The Services provided shall normally include supervising your child, providing suitable meals and snacks (dependent on the times of the day that your child will be with us), visits to parks, museums, etc, allowing your child to play and play with other children and any other activities or tacks as agreed between us.

3.6 Where your child is involved in an accident or suffer injury whilst in our care, we will inform you as soon as possible, using the contact information you have provided on the Registration Form.

3.7 We reserve the right to discuss matters relating to your children with the relevant public authority children's services, if required, without first requiring your consent to do so.

### **4. Website/photographs**

4.1 Sometimes we take photos of the nursery children for our website, display boards, progress books and school group photos etc. Ofsted require us to obtain parental consent before doing so. If you provide your consent to us taking photos of your child for this use, then this will be provided if you sign the relevant section on the Registration Form. If you do not provide your consent to us taking photos of your child for such use, then please do not sign the consent section on the Registration Form.

4.2 If you provide your consent to us taking photos of your child for use within our website, display boards, progress books and school group photos, then we will use all reasonable endeavours to make sure that any photos taken are only accessed by authorised personnel and that when they are uploaded on to our website they are protected against unlawful individual download from the website. We cannot be responsible for activities on the Internet or people's misuse of our documentation and will not be liable for unauthorised access or misuse of our website or any of our materials (including photographs).

### **5. Sickness & Diarrhoea / temperature / lateness**

5.1 We have a 48-hour sickness & diarrhoea policy to help prevent the spread of infection within the nursery. A nursery child suffering from sickness, diarrhoea will not be able to return to nursery until 48 hours after the last symptoms have gone. We have a 24 hour exclusion temperature policy. You cannot bring your child back into nursery until 24 hours after your child's temperature has returned to normal. If your child is unwell at the nursery we will either telephone a Parent or the named emergency contact so that your child can be collected as soon as possible.

5.2 We also have a lateness policy. There may be times when you are unable to collect your child within the times agreed with us. Please make sure you make alternative

arrangements for the collection of your child. However, if your child is not collected on time we reserve the right to charge you £2 per minute for every minute after the arranged collection time for your child, which shall be payable in the next month's instalment payment for Fees in accordance with Clause 2. The time is measured from when you leave with your child NOT when you arrive. The school will carry this out by using a three-strike system. You will not get charged for any late fees unless your child is collected late three times within a term in which case they will be penalized for all three occasions. Your three strikes will be renewed at the beginning of each academic term.

## 6. Termination

6.1 Your child will be registered with us from the start of the Contract (as per Clause 1), for the periods confirmed in our confirmation of registration, and will continue unless terminated earlier in accordance with this Clause 6.

6.2 If you wish to remove your child from the nursery permanently, then you must give us three full calendar months' notice by the 1<sup>st</sup> day in a calendar month for the three full calendar months' notice to take effect from the beginning of that month. If we receive notice from you during a calendar month (ie, after the 1<sup>st</sup> day in a calendar month), then the three full calendar months' notice will not take effect until the next full calendar month, when the three calendar months' notice period will start from. Failure to provide notice in accordance with this Clause 6.2 will render you liable for three full calendar months' Fees for the three calendar months' notice period, together with any additional days in the calendar month leading up to the commencement of the three-month notice period when notice to terminate is served after the 1<sup>st</sup> day in a calendar month, in accordance with this Clause 6.2.

6.3 We may suspend the provision of our Services and/or terminate our agreement with you immediately by notice in writing if:

6.3.1 we do not receive payment of the Fees from you for a period of more than two (2) weeks; or

6.3.2 in our sole reasonable opinion, your child behaves in a manner whilst in our care that prevents us from performing our care services properly.

Behaviour that would entitle us to invoke this clause 6.3.2 would include (but is not limited to) attack, threats or assault (either verbal or physical) of a member of our staff or another child or parent/guardian or any comments (written or oral) which could damage our reputation, or where your child does not comply with any reasonable instructions of our staff, and/or your child acts or behaves unreasonably in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians, or our staff.

6.4 Either you or we may terminate our agreement immediately by notice in writing if:

6.4.1 the other party materially breaches these Terms and Conditions and fails to remedy such material breach within 30 days of receiving notice of that material breach; or

6.4.2 the other party becomes insolvent or bankrupt.

6.5 In the event of termination of our agreement for any reason:

6.5.1 any outstanding Fees due to us shall be paid by you in full; and

6.5.2 any confidential information of either party or personal data shall be returned to the other party as soon as reasonably practicable.

## 7. Liability

7.1 We shall provide our Services to you using reasonable care and skill and in accordance with all applicable laws and regulations and commonly accepted practices, standards and guidelines.

7.2 We shall not be liable to you for any loss of business, loss of contracts or depletion of goodwill, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.

7.3 Subject to Clause 7.4, we do not attempt to exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.

7.4 We will compensate you and/or your child for any loss or damage you or your child may suffer if we fail to carry out duties imposed on us by law (including if we cause the death or personal injury to you or your child by our negligence) unless that failure is attributable to:

7.4.1 you or your child's own fault;

7.4.2 a third party unconnected with the provision of the Services under this Contract; or

7.4.3 events which we could not foresee or forestalled even if we had taken all reasonable care.

7.5 Any direct losses that we are held liable for shall not exceed the amount of Fees payable by you to us under these Terms and Conditions.

7.6 We shall not be liable to you for any losses due to circumstances beyond our reasonable control (or that of our agents or sub-contractors) including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, fire, flood, lock-outs, strikes or other labour disputes.

## 8. Data protection

8.1 We take the protection of personal data very seriously and shall only process data about you, or your child, in accordance with this Clause.

8.2 We will collect personal data about you on the Registration Form, which shall be used for our administration purposes and in order to set up your account with us for the registration of your child with the Gardens. We will also use your data in order to contact you about matters relating to our Services, as well as potential outings / events and other issues that may arise during your child's registration with us. We shall not pass your personal data on to any other third party, unless it is necessary to do so in order for us to perform our Services and ensure your child receives the best care possible. By providing us with your personal data, you give your consent to us using your personal data in this way.

8.3 We will also collect personal data about your child, including relevant sensitive personal data, as set out in the Registration Form and any other information you may provide to us. This personal data will only be used by us for the purposes of performing our Services and administering a child's registration with us and shall not be passed to any other third party or processed in any other manner. We may be required to pass some personal data about your child to our agents or sub-contractors to enable us to perform our Services, however this is only on a strictly need-to-know basis. By providing us with your child's personal data, you give your consent to us using your child's personal data in this way.

8.4 You are entitled to a copy of the information we hold about you under the General Data Protection Regulations Act 2018 and we are entitled to charge a fee of £10 in order to provide you with a copy of that information. You also have the right to ask us to amend any incorrect data held about you by us, which you can do by writing to us at our address, marked for the attention of 'Accounts'.

## 9. General

9.1 If any provision contained in these Terms and Conditions is held to be illegal, void, invalid or unenforceable by any court or body of competent jurisdiction, it will be severable and will be deemed to be deleted from these Terms and Conditions and will not affect the validity or enforceability of other provisions in these Terms and Conditions.

9.2 These Terms and Conditions (and any variations agreed between the parties in writing) constitute the entire agreement between us and you and supersedes any previous agreement between the parties in relation to the subject matter of these Terms and Conditions.

9.3: The Terms and Conditions are governed by the law of England and Wales and both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales

