

Norfolk House Nursery Terms and Conditions

1. Terminology

- 1.1. **The Nursery or We or Us:** means Norfolk House School Limited trading as Norfolk House Nursery as now or in the future constituted (and any successor). The Nursery means where applicable one of the sites operated by the Nursery as described here:
 - 1.1.1. 3 Norfolk Road, Edgbaston, Birmingham, B15 3PS (a co-educational nursery for children aged from 3 months to 4 years);
 - 1.1.2. 28 Harborne Road, Edgbaston, Birmingham, B15 3AA (a co-educational nursery for children aged from 3 months to 4 years);
 - 1.1.3. 4 Oxford Road, Moseley, Birmingham, B13 9EH (a co-educational nursery for children aged from 3 months to 4 years).
- 1.2. **The Senior Nursery Manager:** is responsible for the overall management of the Nursery and that expression includes those to whom any duties of the Senior 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 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 conduct.

- 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. Admission to the Nursery

- 3.1. **Registration of interest:** The Child will be considered for Admission to the Nursery when the Application Form been completed and returned to the Nursery and the non-refundable Application Fee paid.
- 3.2. **Admission:** occurs when the Parents accept the offer of a place by the Nursery by completing the Acceptance Form and paying the Acceptance Deposit. Admission to the Nursery will be subject to the availability of a place. The Acceptance Deposit is shown in the Scale of Fees. It 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. **Variations:** these terms and conditions and the Scale of Fees are subject to change from time to time to reflect changes in the law or custom and practice at the Nursery.
- 3.5. **Change:** The Nursery reserves the right to make changes to the curriculum or to the structure and composition of rooms 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 fee or individual session charge, the late collection charge, 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 extracurricular activities. Details of the Nursery's fees are set out in the Scale of Fees which is published on the Nursery's website.
- 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.
- 4.3. **Third party arrangements:** An agreement with a third party (such as an employer, college, 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 Senior Nursery Manager. 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. **Early Education Entitlement:** Where all or part of the Fees are funded by the Early Education Entitlement, the Parents must pay for any sessions or services provided which are not covered by it.
- 4.6. **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:
 - 4.6.1. the Child is absent through illness; or
 - 4.6.2. the Child is absent on vacation; or
 - 4.6.3. the Nursery is temporarily closed due to adverse weather conditions; or
 - 4.6.4. for any reason other than exceptionally and at the sole discretion of the Senior Nursery Manager in a case of genuine hardship.
- 4.7. **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 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. **Late collection:** Parents who collect a child late are liable to pay a late collection charge. Please see the Scale of Fees for more information.
- 4.9. **Exclusion for non-payment:** The Child may be excluded from the Nursery on three days' written 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 concern or complaint should be raised in accordance with the Nursery's Compliments and Complaints Policy and Procedures, a copy of which is available on its website.
- 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; any learning difficulty, disability or special educational need; any behavioural, emotional and / or social difficulty; and 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 Senior 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.
- 5.7. **Collection:** The Child must either be collected by one of the Parents or an alternative collector who is named in the Child Details Pack. 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.
- 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. It is the responsibility of the Parents to fit a safe and suitable child car seat in any vehicle in which the Child is travelling to and from the Nursery or when the Child is taking part in a Nursery event.
- 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:** The Parents will be asked to complete a consent form before the Child enters the Nursery which obtains the Parents' consent for the use of photographs. Please see the Nursery's Privacy Notice for Parents and Children which is published on our website for more information about the use of photographs and images.
- 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 Senior 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.
- 5.14. **Employment of staff:** The Parents shall not employ any member of the Nursery staff in any capacity. The Parents shall not directly or indirectly canvass or solicit any member of staff or endeavour to or cause them to leave the Nursery's employment. If the Parents employ a member of staff or a former member of staff within six months of the termination of the member of staff's employment the Parents shall pay to the Nursery a sum equivalent to one half of the employee's or former employee's gross annual salary.

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 in the Nursery's care. The Parents must provide the Nursery with daytime contact number.
- 6.2. **Medicine:** With the exception of medicine such as Calpol or junior paracetamol suspension, the Nursery cannot administer any medicine to the Child unless prescribed by a doctor. These medicines 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 records detailing any medicines administered to children. In the case of a prescription medicine, the Parents will be required to complete consent forms for the administration of medicine and to confirm dosage.
- 6.3. **Confidential information:** Throughout the Child's time as a member of the Nursery, the Senior 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 Senior Nursery 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 six weeks' written notice given by:

7.1.1. both Parents;

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 Senior Nursery Manager. No other notice will suffice. The Parents should contact the Senior Nursery Manager if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.

7.2. **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 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 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 will be refunded together with any Fees paid pro-rated if the Nursery has provided any services under this agreement.

7.4. **Cancelling acceptance:** If the Parents give less than six weeks' Notice of Cancellation, six weeks' 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 six weeks' Notice or more, 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 six weeks immediately prior to Entry:** If the offer of a place is made in the six weeks immediately prior to Entry the Parents may cancel their acceptance in writing at any time up to two weeks from the date of the acceptance form. If clause 7.3 applies the two week period shall start when the 14 day cancellation period expires. 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 six weeks' Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, payable as a debt.
- 7.6. **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. The required Notice must be given before the Child is withdrawn (including places funded by a Nursery Education Grant) or six weeks' 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.
- 7.7. **Change or Cancellation of sessions:** The Parents must give six weeks' Notice if they wish to cancel or change agreed sessions. If the Parents do not provide this Notice the Nursery may not permit the change and the Parents will remain liable to pay the Fees for the sessions originally agreed.
- 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 Senior 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 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:** The Parents are asked to read the Nursery's Privacy Notice for Parents and Children enclosed with the offer letter before signing the Acceptance Form.
- 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. **Policies:** The Nursery's policies, which are available in the lobby area of the Nursery and upon request from the Senior Nursery Manager, contain further details of how the Nursery operates. They are updated and amended from time to time.
- 8.4. **Norfolk House School:** The Parents accept that admission to the Nursery does not guarantee a place at Norfolk House School (the School). If the Parents wish the Child to join the School they must follow the School's application process at the earliest opportunity. The Child's admission to the School is subject to him/her fulfilling its

relevant admission criteria applicable at the time. If the Child is offered a place at the School a new contract will be formed when the Parents accept the offer of a place.

- 8.5. **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.
- 8.6. **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 offer letter, the acceptance form and the Scale of Fees.
- 8.7. **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.
- 8.8. **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 on the Nursery's website, in its promotional literature or in statements made by staff 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 Senior Nursery Manager that the information is accurate before returning a completed acceptance form to the Nursery.
- 8.9. **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.
- 8.10. **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.
- 8.11. **Jurisdiction:** This contract was made at the Nursery and it, together with each matter relating to the provision of educational 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.