

BOLTON SCHOOL NURSERY

Dobson Road, Bolton, BL1 4RL

Telephone: 01204 434732 Email: nursery@boltonschool.org



PARENT CONTRACT

Including Registration Form, Acceptance Form, Terms and Conditions

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BOLTON SCHOOL NURSERY REGISTRATION FORM

Early registration is recommended. Registrations will be considered in the order they are received. The offer of a place at the Nursery is subject to availability.

The Nursery is a constantly developing community, committed to providing a caring, safe and stimulating environment where all children feel valued, happy and secure.

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 appropriate standards of punctuality, behaviour, discipline and hygiene are maintained.

IMPORTANT – Before signing this Acceptance Form you should read the terms and conditions attached to this Acceptance Form.

<u>Child's Surname:</u>	<u>Date of Birth:</u>
<u>Child's First name(s):</u>	<u>Boy or Girl:</u>
<u>Name Generally Used:</u>	
<u>Child's Full Address:</u>	
<u>Religion:</u>	<u>Ethnicity:</u>
<u>Nationality:</u>	<u>Language:</u>

<u>Proposed infant school:</u>	<u>Siblings already attending Bolton School?</u>
	Yes / No If yes, please add details below:

Sessions requested by the parent(s)/guardian(s):

(please circle a MINIMUM OF 4 AM and/or PM sessions requested)

Monday	Tuesday	Wednesday	Thursday	Friday
AM / PM	AM / PM	AM / PM	AM / PM	AM / PM

Start date requested and details of any flexibility:

We request the offer of a place at the Nursery for our child named above and agree to pay a deposit of **£250** once a place is offered and before a start date can be confirmed.

BOLTON SCHOOL NURSERY ACCEPTANCE FORM

SESSIONS AND START DATE OFFERED BY THE NURSERY:

Monday	Tuesday	Wednesday	Thursday	Friday
AM / PM	AM / PM	AM / PM	AM / PM	AM / PM
START DATE:				

We acknowledge receipt of these Nursery parent contract terms and conditions and agree that we and our child shall observe and comply with them and by the rules and regulations of the Nursery.

By signing this Acceptance Form we confirm that:

- (a) all holders of parental responsibility for the child named above have signed this Acceptance Form and that no one else holds parental responsibility for him or her;
- (b) we, as holders of parental responsibility for the child named above, live together / separately (please delete as appropriate) at the address(es) shown below and we agree to notify the Nursery immediately of any change of address or our family circumstances;
- (c) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) Nursery;
- (d) unless otherwise notified to the Nursery in writing before signing this Acceptance Form:
 - (i) there are no court orders in place in respect of the care or living arrangements of our child or the payment of his/her Nursery fees;
 - (ii) any information or circumstances about us and/or our child that has previously been notified to the Nursery (including as part of the Nursery's registration and admissions process) is and remains complete and accurate; and
 - (iii) our child has the right to enter and live in the United Kingdom.

We accept the offer of a place at the Nursery for our child named above and enclose a cheque / have arranged a direct bank transfer for **£250** as a deposit.

PLEASE NOTE:

Each person with parental responsibility for the child is required to sign this Acceptance Form. The Nursery is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child.

Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child and his or her property". It equates to legal responsibility for the child. The child's mother automatically has parental responsibility for her child from birth. A father usually has parental responsibility if he's either: (a) married to the child's mother; or (b) listed on the birth certificate (after a certain date, depending on which part of the UK the child was born in). You can apply for parental responsibility if you don't automatically have it (for example in cases of adoption). Same-sex partners will both have parental responsibility if they were civil partners at the time of the relevant treatment. For same-sex partners who are not civil partners, the 2nd parent can get parental responsibility by either applying for parental responsibility if a parental agreement was made or becoming a civil partner of the other parent and making a parental responsibility agreement or jointly registering the birth. If you have any doubts about whether you do or do

not have parental responsibility for the child you may wish to seek legal advice. Further information is also available here: <https://www.gov.uk/parental-rights-responsibilities/who-has-parental-responsibility>.

IMPORTANT – when you complete, sign and submit this Acceptance Form and pay the deposit, you and the Nursery enter into a legally binding contract, upon the Nursery's terms and conditions.

If you subsequently change your mind and decide to withdraw or defer your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see **Clause 3** of the terms and conditions for more information about this.

	First parent / guardian	Second parent / guardian
Signature:		
Title: (e.g. Mr, Mrs, Ms)		
Name in full: (please include all names)		
Occupation:		
Place of work:		
Date of birth:		
Do you have parental responsibility:		
Relationship to child:		
Contact telephone numbers: <i>Day</i> <i>Evening</i> <i>Mobile</i>		
Address:		
Postcode:		
Email address:		
Date:		

BOLTON SCHOOL NURSERY

PARENT CONTRACT TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide our nursery services.

Why you should read them. Please read these terms carefully before you accept our offer of a place at the Nursery for your child. These terms tell you who we are and how and on what basis the Nursery will provide its nursery services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the Nursery and our provision of nursery services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have something further explained to you, then please contact the Nursery to discuss.

1. **Definitions**

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by the Nursery for parents to complete when requesting and subsequently accepting a place for their child at the Nursery;

"**child**" means a child of whatever age admitted by the Nursery;

"**Complaints Procedure**" means the Nursery's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the Nursery. It is not intended to form part of the contract between you and the Nursery. A copy of the most up-to-date procedure is on the Nursery's website and is otherwise available from the Nursery at any time upon request;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

"**fees**" means the nursery's fees set out in the Schedule of Fees;

"**Nursery Management**" means the person(s) appointed by the Head of Primary Division to be responsible for (or to share in the responsibility for) the day-to-day running of the Nursery, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the note of the Nursery's prevailing fees notified to you from time to time, a copy of which remains available from the Nursery at any time upon request;

"**Specified Charges**" means the charges for each service for which there is a supplemental fee;

"**fees in lieu of notice**" means eight (8) weeks Nursery Fees plus any Specified Charges;

"**Nursery's Rules**" means the body of rules and policies of the Nursery which set out our expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the Nursery. A copy of the documents comprising the Nursery's rules and policies are available from the Nursery at any time upon request;

"**terms and conditions**" means these nursery parent contract terms and conditions as may be amended from time to time;

"**we**" or the "**Nursery**" means the legal entity carrying on as the Nursery as identified in Clause 1.2 below; and

"you" or the "parents" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the Nursery's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "for example", "includes" or "including". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Who we are. We are Bolton School Nursery, owned and operated by Bolton School Limited a company registered in England and Wales. Our company registration number is 05458883, our charity registration number is 1110703 and our registered office is at Chorley New Road, Bolton, BL1 4PA.

- 1.2 Our contract with you. The **Registration Form**, the **Acceptance Form**, the **Schedule of Fees**, the **Nursery's Rules and Regulations** and these nursery parent contract **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the Nursery. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- 2.1 How you accept our offer of a place. An offer of a place for your child at the Nursery is accepted by your submitting the completed and signed Acceptance Form and paying the deposit.
- 2.2 The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up their place at the Nursery.**
- 2.3 How we use the deposit. The deposit will be retained on account at the Nursery until your child leaves, following which it will be repaid by means of a credit without interest to the final balance of any Nursery Fees or other sums you may owe to the Nursery on leaving.
- 2.4 Requirement for you to increase the deposit amount. We may ask you to pay a further sum to increase the deposit already paid, although we would only do this in exceptional circumstances.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the Nursery and what happens if you withdraw at that stage.*

The cancellation of a place which has been accepted can cause losses to the Nursery, especially if it occurs after other families have taken their decisions about their children's Nursery. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

3. Withdrawing or deferring your Acceptance of a Place before your child joins the Nursery

- 3.1 Notice to withdraw or defer your acceptance of a place before your child joins the Nursery. **If you wish to withdraw or defer your acceptance of a place **BEFORE** your child starts at the Nursery you must either give us eight (8) week's written notice prior to your agreed starting date to that effect or pay to the Nursery eight (8) week's fees and specified charges in lieu of notice.**
- 3.2 If we receive eight (8) week's written notice. **If you provide eight (8) week's written notice, you will not receive a refund of the deposit, however no further fees or specified charges will be payable.**

3.3 *If we do not receive that period of notice.* If you do not provide us with eight (8) week's notice, then eight (8) week's fees will be payable by you and will become due and owing to the Nursery upon demand as a debt. The eight (8) week's fees and specified charges will be charged at the rate applicable for the period immediately preceding the period when your child was due to start, based on the number of sessions offered and agreed by you. The Nursery will credit the deposit you have paid to the payment of the eight (8) week's fees and specified charges you will owe us.

4. **Nursery Fees, Specified Charges and Payment**

4.1 *What the fees include.* Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of providing nursery services to your child. In the Nursery, this includes meals, snacks and nappies. Extra curricular activities may be charged separately. Fees will not be refunded or waived for absence through sickness, self isolation, quarantine absence, family holidays or bank holidays.

4.2 *What the fees do not include: specified charges.* We refer to any items charged to you in addition to the fees as **specified charges**. By way of example, any extra-curricular activities in which you agree your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly as specified charges. Additional charges incurred by the Nursery in providing for the special educational needs of your child may also be charged as supplemental to the fees, subject to your child undergoing a reasonable adjustment test.

4.3 *Applicable taxes.* All of the fees and specified charges are exclusive of any taxes, which will be added (where applicable).

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with your responsibility to pay the fees and specified charges.*

4.4 *Who is responsible for payment.* **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and specified charges due are paid to the Nursery. This is because our contract applies to both of you together and each of you on your own.** Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and specified charges owing to the Nursery are paid. In practice this means that if fees or specified charges have not been paid then in order to recover the outstanding payments, the Nursery can in its discretion seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the Nursery, and do not extinguish either parent's liability for the fees and specified charges due under this contract.

4.5 *How one person can remove him/herself from their payment responsibility and circumstances where the Nursery may agree to accept payment from any other person.* A person who has signed the Acceptance Form may withdraw from this contract with the Nursery by submitting eight (8) week's written notice but that person **must** obtain the prior written consent of **both** the Nursery **and** the other person who has signed the Acceptance Form. Otherwise, each of you remains liable to the Nursery for all of the fees and specified charges due in accordance with Clause 4.4 above UNLESS AND UNTIL the Nursery has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any specified charges.

4.6 *How the fees are charged and payment requirements.* **Each term's nursery fees are charged separately and the fees payable in respect of each term will be included in an invoice sent to you** (or such other person(s) the Nursery may have agreed separately shall pay the fees under Clause 4.5 above). **Nursery fees are billed termly in advance and each**

term shall be paid by Direct Debit in monthly instalments. Your direct debit payments will be collected from September through to December for the first term, from January through to March for the second term and from April through to August for the final term. **Childcare vouchers and payments under HMRC's Tax Free Childcare scheme are accepted but must be redeemed on a monthly basis.** Your child may be excluded from the Nursery at any time if fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. **We may not allow your child to attend the Nursery if you do not pay on time.**

- 4.7 Free Places. Where part of the fees are funded by the Entitlement to Free Early Years provision, the fee bill will be adjusted accordingly. You must pay for any sessions or services provided which are not covered by the funding. If you sign the agreement to accept the nursery education funding hours, you must be prepared to pay for the remaining fees not covered by the entitlement to free early years provision. It is the parents' responsibility to obtain the necessary code to claim the early year's funding.
- 4.8 Sessional Hours. The sessional hours at the Nursery are Mondays to Fridays 7.30 am to 12.30 pm (Morning Session), 1.30 pm to 6.00 pm (Afternoon Session) and 7.30 am to 6.00 pm (Full Day). Although 7.30 am is the normal start time, it is possible to start early at 7.00 am for an additional charge.
- 4.9 Christmas period closure. The Nursery will usually close for a period of 5 working days over the Christmas period in addition to the statutory public holidays over the same period.
- 4.10 Staff training closure. The Nursery will usually close for a period of 1 working day on two occasions split across the academic year in order to allow for staff training to take place. Parents will be given at least 3 months notice of such closure.
- 4.11 Minimum Sessions per week. Your child must attend the Nursery for a minimum of four (4) half day sessions per week.
- 4.12 Late collection fees. A late collection fee of a set charge for every fifteen (15) minutes over the allocated session time will be made for any early drop-offs and late collections.
- 4.13 Payment of specified charges. Specified charges should be paid by the ParentPay system.
- 4.14 The Nursery is agent only in respect of any goods and services which are supplied by a third party via the Nursery to parents or pupils.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what rights we have, and what action we may take, if fees and/or specified charges are not paid in accordance with these terms and conditions.*

- 4.15 Non-payment of fees: refusal to attend Nursery. **We may refuse to allow your child to attend the Nursery and/or withhold any references while fees and/or specified charges remain unpaid or if there is a persistent failure by you to pay the fees and/or specified charges on time.**
- 4.16 Non-payment of specified charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplemental specified charge for that activity remains unpaid.**
- 4.17 We can charge interest if you pay late. If you do not make any payment to the Nursery by the due date for payment we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the Nursery's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court

judgment against you. **You must pay the Nursery the interest together with the overdue amount.**

- 4.18 We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or specified charges from you (including reasonable legal costs).
- 4.19 We can notify other educational institutions of your outstanding payments. **We may inform any other Nursery or educational establishment to which you propose to send your child of any outstanding fees or specified charges.**

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets our right to increase the fees during the course of your child's time at the Nursery.*

- 4.20 Our ability to increase the fees and specified charges. **We will review our fees and specified charges annually and may increase them. Notice of an increase in the fees and specified charges will be sent to you before the commencement of eight (8) weeks before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the Nursery before the proposed increase is due to take effect, then you will have sufficient time to provide the required eight (8) week's written notice of withdrawal to the Nursery under Clause 5.1 below.**
- 4.21 Fees and specified charges will not be reduced due to your child's absence. Fees and any agreed specified charges will not be reduced or refunded as a result of absence due to illness, self isolation, quarantine requirements, family holidays or otherwise; no reduction of fees will be made in respect of any periods spent at home.
- 4.22 Information on your identity and the source of funds. From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify your identity and/or place of residence, your child's identity, your child's right to enter and live in the United Kingdom; and the source of funds you are using to pay the fees. You must provide the Nursery with the information and documentation we ask for.
- 4.23 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the Nursery shall be entitled to allocate payments from you to your account as it sees fit. For example, the Nursery shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the Nursery.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what period of notice we require from you if you wish to withdraw your child from the Nursery or remove your child from participating in an activity for which there is a supplemental specified charge.*

*Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us a sum equivalent to the fees and/or specified charges you would have paid had the required period of notice been given – we refer to the relevant sum as "**fees in lieu of notice**" or "**FILON**".*

5. Notice Requirements

- 5.1 Notice to withdraw your child from the Nursery. **If you wish to withdraw your child from the Nursery you must either give us eight (8) week's written notice to that effect or pay to the Nursery eight (8) week's fees and specified charges in lieu of notice, at the rate that would have been charged for the final period of provision of your contracted sessions if eight (8) week's written notice had been given.** The Nursery will credit the deposit you have paid without interest to the payment of any such fees in lieu of notice.

You must still give eight (8) week's written notice when your child is due to leave the Nursery to attend school, or when your child's place is funded by entitlement to free Early Years Provision, or when you wish to reduce your child's contracted sessions. You may not give provisional notice.

5.2 When the relevant amount in lieu of notice must be paid. In cases under 5.1 above, the appropriate amount of fees and specified charges in lieu of notice will become payable by you upon demand as a debt.

5.3 Notice to withdraw your child from participating in an activity covered by a specified charge. If you wish to withdraw your child from an activity charged for as a supplemental specified charge, you must either give eight (8) week's written notice to that effect or pay to the Nursery as a debt eight (8) week's charges for the activity in which your child has ceased to participate.

6. Nursery's Rules

6.1 Compliance with the Nursery's Rules. It is a condition of remaining at the Nursery that you and your child comply with the Nursery's Rules.

7. Required Removal of your child from the Nursery

7.1 The Head of Primary Division's discretion to require you to remove your child from the Nursery. The Head of Primary Division may in their discretion require you to remove your child from the Nursery if they consider that:

7.1.1 The behaviour or conduct of you or your child (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the Nursery, or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute; and/or is not in accordance with your obligations under this contract; or

7.1.2 your child's attendance or progress at the Nursery is unsatisfactory and, in the reasonable opinion of the Nursery Management, the removal is in the Nursery's best interests and/or those of your child or other children.

What happens if your child is suspended, excluded or removed from the School:

7.1.3 Should the Head of Primary Division exercise their right under either Clause 7.1.1 or Clause 7.1.2 above you will not be entitled to any refund or remission of fees or specified charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed and the deposit will be forfeited and retained by the Nursery except in cases of required removal under Clause 7.1.2 then the deposit will be credited in the usual way.

7.1.4 In respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or specified charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.2 Impact of required removal on this contract. This contract will terminate with immediate effect if you are required to remove your child from the Nursery.

7.3 Your right to have decisions to require the removal of your child reviewed. You are entitled to have any decisions taken by the Nursery to require the removal of your child under this Clause 7 reviewed. Any such review shall be conducted by the Head of the Foundation.

8. The Nursery's Obligations

- 8.1 The scope of our duty to exercise reasonable skill and care in the provision of your child's nursery services and welfare. While your child remains a pupil of the Nursery, we will exercise reasonable skill and care in respect of the provision of his or her nursery services and welfare. This obligation will apply during Nursery hours and at other times when your child is permitted to be on Nursery premises or is participating in activities organised by the Nursery. **We cannot accept any responsibility for the welfare of your child while off the Nursery premises unless he or she is taking part in a Nursery activity or otherwise under the direct supervision of a member of Nursery staff.**
- 8.2 Consent to participation in sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in sports and in other activities which may entail some risk of physical injury.
- 8.3 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the Nursery's care we will try to contact you and if practicable we will share information from your child's medical file with the doctor or other medical practitioner.
- 8.4 Our right to make changes at the Nursery. Our prospectus and website describe the broad principles on which the Nursery is presently run. However, from time to time it may be necessary to make changes to any aspects of the Nursery.
- 8.5 Monitoring your child's progress, well being and safeguarding at the Nursery. We will monitor your child's progress and well being at the Nursery and **we will advise you if we have any serious concern about your child's progress or well being but we do not undertake to diagnose dyslexia, ADHD, dyspraxia, dyscalculia or other conditions.** If you have any concerns which suggest to you that your child has a Special Educational Need or Disability, you should raise these with the Nursery Management. The Nursery staff have a duty to report any safeguarding concerns they might have about your child to social services in accordance with the Nursery's child protection and safeguarding policies.
- 8.6 Consent for educational visits and transport. Permission will be sought for participation in all trips and visits which take your child beyond the immediate vicinity of the Nursery and wider Bolton School Foundation. Failure to provide specific consent within the requested timeframe will result in your child not being permitted to attend the visit.
- 8.7 A child at the Nursery is not guaranteed a place at Beech House Infant School, entry to which is subject to selective interview, admission requirements and a formal offer and acceptance from Bolton School.

9. The Parents' Obligations

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Nursery Management and Nursery staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the Nursery and Nursery staff in good faith, including by:
- 9.2.1 maintaining a constructive relationship with Nursery staff, acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
 - 9.2.2 encouraging your child in his or her personal development, and giving appropriate support at home;

- 9.2.3 keeping the Nursery up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and specified charges as well as any changes to their immigration status);
 - 9.2.4 ensuring that all details or other information notified or otherwise disclosed to the Nursery about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
 - 9.2.5 providing cooperation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of nursery services;
 - 9.2.6 attending meetings and keeping in touch with the Nursery where your child's interests so require;
- 9.3 *You must notify us of your child's health/medical conditions, including any medically diagnosed allergies or special educational needs.* **It is a condition of your child's joining and remaining at the Nursery that you complete and submit to the Nursery a medical questionnaire in respect of your child.** You must inform the Nursery of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying long-term or short-term, including any infections. You must also provide us, whether upon further request by the Nursery or otherwise, any reports or other materials relevant to any of the same. You must inform the Nursery if your child has been in contact with infectious diseases. You must comply with the Nursery's sickness exclusion policy and the child must not be brought to Nursery if unwell.
- 9.4 *Circumstances where we may require you to keep your child away from Nursery.* If the Nursery so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the Nursery until such time as the health risk has passed.
- 9.5 *You must notify us of any special arrangements needed for your child.* You must inform the Nursery of any situations where special arrangements may be needed for your child, including for their welfare.
- 9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of our nursery services to your child.* You must inform the Nursery if, at any time prior to or during your child's time at the Nursery, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of nursery services to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's welfare and/or upbringing; (iii) the payment of fees and/or specified charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the Nursery with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.7 *We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the Nursery is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the Nursery is entitled to treat:
- 9.7.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

- 9.7.2 any communication from the Nursery to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out who needs to sign a notice of withdrawal of your child.*

- 9.8 *You must notify us of your child's absence from Nursery.* The Nursery must be informed as soon as possible by telephone or by email on the day of absence of any reason for your child's absence from Nursery.
- 9.9 *Parents must notify us if they will be absent for a period of time.* If at any time during your child's time at the Nursery you (or either of you) will not be in the United Kingdom overnight or will otherwise be absent from your main residential address overnight then you must inform the Nursery immediately in writing and provide the details required by the Nursery as a result, including the name and contact details for a 'responsible adult' for the period of your absence. The 'responsible adult' amongst other things, can be contacted if the Nursery is not able to contact you, in order to make decisions relating to your child, and can look after your child in your absence.
- 9.10 *Raising concerns with the Nursery and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the Nursery without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the Nursery's website and is otherwise available from the Nursery at any time upon request.

10. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at Nursery or for the payment of fees due to absence of your child or closure of the Nursery premises.

PLEASE READ THIS NEXT SECTION CAREFULLY

In most cases, it will not in fact be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible.

11. How we may use Personal Information: References, Confidentiality and Data Protection

- 11.1 *References for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied or received by us will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- 11.2 *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the Nursery.* This will include name, contact details, Nursery records, photographs and audio-visual recordings (including recordings of lessons), both whilst your child is at the Nursery and after he or she has left, for the purposes of:

- 11.2.1 managing relationships between the Nursery and current pupils/parents and fulfilling our obligations to you, including for educational purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees;
- 11.2.2 promoting the Nursery to prospective pupils/parents;
- 11.2.3 publicising the Nursery's activities; and
- 11.2.4 communicating with the Nursery community and the body of former pupils.

In respect of sub-clause 11.2.2 this includes use of such information by the Nursery in/on the Nursery's prospectus (in whatever format or medium it is produced/made available), the Nursery's website(s) and (where appropriate) the Nursery's social media channels. Parents who do not wish their children to be photographed in the Nursery must write to the Management stating this. Parents who do not wish their children's photographs to be used in this way should inform the Nursery Management in writing.

You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- 11.2.5 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the Nursery; and
- 11.2.6 inform the Nursery of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter and reside in the United Kingdom), or to information about you or your child that has previously been notified to the Nursery, including relevant contact details.

11.3 Data Protection Law. The Nursery will process personal data about you and your child in accordance with data protection law including the Data Protection Act 2018 (as it is amended or superseded), and other related legislation. We will process such personal data:

- 11.3.1 as set out in this Clause 11, and in Bolton School's '*Privacy Notice*' which is available on Bolton School's website as may be amended from time to time;
- 11.3.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 11.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

12. **Equal Treatment**

The Nursery welcomes staff and children from many different ethnic groups, backgrounds and creeds. Similarities and differences are valued and respected and all children are treated equally. The Nursery will comply with the Special Educational Needs and Disability Act and will do all that is reasonable to accommodate the needs of children with disabilities.

13. **Changes in Ownership, etc**

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

14. Ending this Contract

14.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the Nursery may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of Nursery services to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) any information about your child's health, medical condition, special educational needs, disability or allergies);

14.1.3 you fail or refuse to complete and submit to the Nursery a medical questionnaire in respect of your child;

14.1.4 you (or either of you) are unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; you enter into an individual voluntary arrangement; or you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Nursery Management's reasonable discretion the Nursery is not able to provide, or is compromised in providing, the nursery services it needs to in satisfaction of its obligations under this contract.

14.2 Your rights to end the contract. You may end this contract at any time by notice in writing to the Nursery if you have a legal right to end the contract because of something we have done wrong or the Nursery becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or specified charges. After this contract ends, you and we will keep any rights we each have under, or as a matter of, general law.

15. Events outside of our, or your, control

15.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "event".

15.2 What happens if we are affected by an event outside of our control! If an event arises which prevents or delays the Nursery's performance of any of its obligations under this contract, the Nursery shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the Nursery has acted reasonably and prudently to prevent and/or minimise the effect of the event, the Nursery will not be responsible for not

performing those of our obligations which are prevented or delayed by, and during the continuance of, the event.

- 15.3 Events lasting more than 6 months. If the Nursery is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide nursery services remotely) for a continuous period of more than six (6) months, the Nursery shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the Nursery and without giving eight (8) week's written notice or paying fees in lieu of notice.
- 15.4 What happens if your child is affected by an event outside of your control. Subject to Clause 4.20 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any nursery services at the Nursery or remotely due to reasons caused by an event you shall give the Nursery notice in writing of such circumstances and the following provisions shall apply:
- 15.4.1 in consultation and cooperation with the Nursery you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- 15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of nursery services by the Nursery (whether at the Nursery or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- 15.4.3 if the event continues to prevent your child wholly and completely from attending the Nursery or being able to participate and benefit from any level of provision of nursery services by the Nursery (whether at the Nursery or remotely) for more than six (6) months you shall discuss with the Nursery a solution by which this contract may be performed and, following such discussions, you or the Nursery shall be entitled to cancel the contract on written notice and without you being required to give eight (8) week's written notice or to pay eight (8) week's fees in lieu of notice.

16. Communications between you and the Nursery

- 16.1 Notices must be in writing. When this contract requires you or the Nursery to give notice of something to the other, this should be done in writing.
- 16.2 We will use the contact details held by the Nursery to contact you. Communications (including notices) will be sent by the Nursery to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the Nursery of any change of address(es) or other contact details.**
- 16.3 How to provide written notice to the Nursery. Notices that you are required to give under these terms and conditions must be **in writing addressed to the Nursery Management** and either emailed, delivered by hand to the Nursery, sent to the Nursery by recorded or other form of registered post requiring a signature upon receipt as proof of delivery, or otherwise sent to the Nursery's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so, for example the provisions in this contract that deal with withdrawing your child from the Nursery or otherwise changing their place) we recommend that if you provide notice under these

terms and conditions, that you telephone the Nursery to confirm receipt if you have not received an acknowledgement from us within 48 hours after sending the notice.

17. The Law that applies to this contract and where legal proceedings may be brought

17.1 The law that applies to this contract. The contract between you and the Nursery is governed by English Law and either you or the Nursery must bring legal proceedings in respect of this contract in the English courts.

17.2 Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of the Nursery's services. The Nursery will send you notice of any such modifications prior to when they are due to take effect.