



LEWESTON
SHERBORNE

Leweston Nursery
Terms and Conditions

(effective from 10 October 2024)

1 These Terms

What these Terms cover.

- 1.1 These are the Terms on which we provide childcare services. They cover such matters as admission to the Nursery, attendance and good behaviour, care, health, fees and extras, disciplinary procedures, information, outings and complaints. They also include important provisions relating to periods of notice that must be given and general contractual matters.

Why you should read them.

- 1.2 Parents are legally responsible for complying with their obligations under the Contract. Prospective Parents should read these Terms carefully before accepting our offer of a place at the Nursery for your child. In these Terms you will see some parts written in bold or otherwise emphasised to draw your particular attention to certain provisions. If anything in these Terms is unclear or if you require further details on any matter in relation to the Nursery, then please contact the Nursery Supervisor to discuss this before you sign and return the Acceptance Form to the Nursery Registrar.
- 1.3 Prospective Parents can ask to see any of the other documents referred to in these Terms before they accept the offer of a place.

2 Definitions

The definitions listed below explain certain words and phrases that are used in the Terms. They are intended to provide certainty and consistency of meaning and to help Parents to read and understand the Terms.

"Acceptance Deposit" means the deposit set out in the Acceptance Form and payable on acceptance of a place at the Nursery.

"Acceptance Form" means the form provided by the Nursery for prospective Parents to complete when accepting a place at the Nursery.

"Eight weeks' Written Notice" means a full eight weeks' clear notice given in writing by the Parents to the Nursery. For example, notice of withdrawal of a child whose last day will be 26 August must be given no later than 1 July.

"Complaints Procedures" is the document which sets out the Nursery's policy and procedure for handling complaints from Parents of Pupils, as amended from time to time.

"Contract" is the agreement between the Nursery and the Parents of a Pupil formed when Parents accept the Nursery's offer of a place for their child by signing the Acceptance Form and paying the Acceptance Deposit. The Contract consists of the Acceptance Form, and these Terms, as amended from time to time.

"Due Date" means, in relation to the payment of Fees, Extras and Late Payment Charges, the 12th day of each month in respect of an invoice relating to the previous month's Fees, Extras and Late Payment Charges.

"Extras" are amounts additional to Fees, approved by Parents or reasonably incurred by the Pupil or the Nursery on behalf of the Pupil, and the cost of any loss of or damage to Nursery property caused by the Pupil (for example, loss of books or laptops, other than fair wear and tear).

"Fees" means the fees payable to the Nursery in respect of the provision of at the rates set in the Schedule of Fees as updated from time to time or any reduced rate notified to Parents pursuant to clause 8.10.

"Fees in Lieu of Notice" means the Fees that would have applied had Eight Weeks' Written Notice been given.

"Force Majeure" means any event outside our control, whether foreseeable or not, including, for the avoidance of doubt, strikes, other industrial disputes, acts of God, war, riot, civil commotion, compliance with or preparations to secure and continue compliance with any law or governmental order, directive, guidance, rule, regulation or direction (including that of any local or regional authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, the result of any pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination, or any indirect consequence of any of the foregoing events.

"Governors" means the governors of Leweston School Trust who are appointed from time to time in accordance with the Leweston School Trust's constitution as an incorporated charitable trust and who are responsible for governance of the Nursery.

"Head of Prep" is the person appointed to the position of Head of Prep by the Governors to be responsible for the day-to-day management of the Nursery and includes anyone to whom such duties have been duly delegated.

"Late Payment Charges" means any charges made for late payment of Fees and Extras, calculated at a rate of 1.5% per year above Bank of England base rate.

"Nursery" is Leweston School Trust trading as Leweston Nursery governed by the Governors and, where the context admits, includes its premises. Leweston School Trust is a company limited by guarantee (company no. 2041443) and a registered charity (charity no. 295175).

"Nursery Rules" means any rules of the Nursery including those set out in the Nursery's Positive Behaviour Management Policy. Copies of these policies are available on the Nursery and Leweston School website and, in hard copy, on request.

"Parent" means each person who has signed the Acceptance Form. References to Parents in the Contract should be read as referring to the plural or singular as applicable.

"Permanent exclusion" means the exclusion of a Pupil from the Nursery permanently as a disciplinary sanction.

"Pupil" means a child admitted by the Nursery for the provision of childcare.

"Registration Fee" means the non-refundable fee referred to in the Registration Form and payable upon a child's registration with the Nursery.

"Registration Form" means the form that must be completed in respect of a child, prior to the child being considered for entry to the Nursery.

"Schedule of Fees" means the Session times and fees, as amended from time to time, a copy available on the Nursery website.

"Suspension" means the exclusion of a Pupil for a limited period.

"Term" is the period between the first day and the last day inclusive of any Nursery term, which shall be notified by the Nursery to the Parents from time to time and/or published by the Nursery on its website.

"Terms" means these terms and conditions.

"Third Party" means a person who has accepted liability for the payment of Fees, Extras and Late Payment Charges for a Pupil on behalf of a Parent and who has signed a Third Party Fee Agreement with the Nursery.

"Withdrawal" means the withdrawal by Parents of a Pupil from the Nursery under clause 4.2 or 8.9 or at the request of the Nursery in accordance with clause 9.5.

3 Offer and Admission

Please read this section carefully as it sets out how we offer a place to your child and how you can accept this offer.

- 3.1** A child will be considered as a candidate for admission and entry to the Nursery when the Registration Form has been completed and returned to us and the Registration Fee has been paid. Registration Fees are non-refundable. Payment of the Registration Fee does not guarantee an offer of a place.
- 3.2** Admission will be subject to the availability of a place and a child satisfying the admission requirements applicable at the time. A copy of the Nursery Admissions Policy is available on the website.
- 3.3** The Nursery will offer a place to a child by way of a letter to the prospective Parents. The Head of Prep is responsible for the selection of children to receive offers of places.
- 3.4** The offer may be open for acceptance for a limited time only. Failure to accept the offer within the specified time may result in the offer being withdrawn.
- 3.5** Prospective Parents accept the offer of a place at the Nursery for their child by completing and submitting an Acceptance Form and by payment of the Acceptance Deposit.
- 3.6** The Acceptance Deposit is not refundable if the child does not take up a place at the Nursery.
- 3.7** If the child does take up a place at the Nursery, the Acceptance Deposit will form part of the general funds of the Nursery and will be credited without interest to the payment of Fees or Late Payment Charges due at the time the Pupil leaves the Nursery.

4 Cancellation, Withdrawal and Termination

Please read this section carefully. It is important because it deals with the requirement that you provide the Nursery with Eight Weeks' Written Notice of Withdrawal (as defined above in clause 2) and the payments that you will be required to make to the Nursery if you fail to do so. This will apply if you either decide that your child will not join the Nursery or, at a later date, you decide to withdraw the Pupil from the Nursery after they have joined.

This section also includes examples of the type of events which entitle the Nursery to end the Contract with the Nursery and what payments you will be required to make as a result of this.

- 4.1** If, between acceptance of a place and admission of a child, the Parents wish to cancel their acceptance of the place, they must give Eight Weeks' Written Notice of the cancellation, thereby terminating the Contract. (Cancellation of a place shall include any failure to take up a place.) If they fail to do so, Fees in Lieu of Notice will immediately become due and payable to the Nursery. The Acceptance Deposit will not be refunded in the case of cancellation of acceptance but may be credited against Fees in Lieu of Notice.
- 4.2** If, after admission of a Pupil, the Parents wish to withdraw the Pupil from the Nursery, they must give Eight weeks' Written Notice of Withdrawal thereby terminating the Contract (unless the Withdrawal is made in accordance with clauses 8.9, 9.5 or 6.14) failing which Fees in Lieu of Notice will immediately become due and payable by the Parents to the Nursery. Where reasonably possible a Parent will consult with the Head of Prep before they give notice of Withdrawal.
- 4.3** If Parents have committed a material (i.e. non-trivial) breach of their obligations under the Contract the Nursery may terminate the Contract on one month's written notice following consultation with the Parents. The Nursery may terminate the Contract on less than one month's written notice if a Pupil is permanently excluded or the Parents are required to withdraw the Pupil under clause 9.
- 4.4** The Acceptance Deposit will not be returned if the Contract is terminated pursuant to clause 4.4 and there shall be no obligation to refund any Fees or Extras already paid. Any terms of the Contract which expressly or impliedly have effect after such termination will continue to be enforceable notwithstanding termination.
- 4.5** For the purposes of illustration only (and without limitation), the following circumstances are likely to be regarded as a material breach entitling the Nursery to terminate the Contract:
- 4.5.1** failure to pay Fees, Extras or Late Payment Charges as required by the Contract;
 - 4.5.2** failure to provide accurate information to the Nursery in respect of:
 - (a)** the circumstances surrounding the Pupil's departure from another childcare provider; or
 - (b)** the non-payment of sums owed to any other childcare provider in respect of the Pupil;
 - 4.5.3** a serious misrepresentation of facts or circumstances or withholding of information about the Parents and/or the Pupil that is relevant to the provision of childcare by the Nursery to the Pupil and/or
 - 4.5.4** failure or refusal to complete, submit or disclose to the Nursery a medical questionnaire or information in respect of the Pupil's behavioural record, childcare history, medical, or special educational needs.
- 4.6** The Nursery may at any time cancel the Contract immediately after giving notice in writing (without prejudice to any of its other remedies) if the Parents:
- 4.6.1** are, following the Nursery's reasonable request, unable to demonstrate that they will be able to pay the Fees, Extras and Late Payment Charges as they fall due under the Contract;
 - 4.6.2** are otherwise unable to pay their debts as they fall due;

4.6.3 are the subject of a bankruptcy petition or order; and/or

4.6.4 enter into an individual voluntary arrangement.

5 Attendance and Good Behaviour

5.1 The Pupil is expected to take a full part in the activities of the Nursery. It is a condition of remaining at the Nursery that the Parents comply with their duties under the Contract and that the Pupil complies with the Nursery Rules.

5.2 Pupils must be collected from the Nursery either by a Parent or an alternative person for whom an Arrival and Collection Arrangements Form has been satisfactorily completed.

5.3 Parents must notify the Nursery if a Pupil is absent from the Nursery and of the reason for the absence. The notification should be made by telephone on 01963 211042 as soon as possible on the morning of the first day of the absence

6 Childcare

6.1 The Nursery agrees to provide childcare services to the Pupil in accordance with these Terms from the time of joining the Nursery until the end of the Pupil's Transition Year 2.

6.2 Parents accept that the Nursery will be managed in accordance with the authority delegated by the Governors to the Head of Prep and that the Head of Prep reserves the right to:

6.2.1 determine, organise and deliver the curriculum, including such matters as content and class size in such manner as the Head of Prep considers appropriate;

6.2.2 temporarily vary and/or permanently change:

(a) the methods by which childcare is provided, including with Pupils and/or staff on or off the Nursery premises;

(b) the lengths or times of the Nursery sessions or the dates of a Term; and/or

(c) the facilities or location of the Nursery;

6.2.3 withdraw or postpone certain services and activities, such as some or all outings as is considered appropriate in the light of the prevailing circumstances and/or the guidance and advice from national, regional and local government or medical experts and advisors.

Such variations or changes may apply to all Pupils, to groups of Pupils or to individual Pupils.

6.3 The exercise by the Head of Prep of the rights in clause 6.2 shall not amount to a failure by the Nursery to meet its obligations under clause 6.1.

6.4 The Nursery will exercise reasonable skill and care in the provision of childcare to all Pupils. The Nursery has a Positive Behaviour Management Policy and a Safeguarding Policy, both of which are available on the Nursery website or in hard copy on request.

6.5 The Head of Prep will be in loco parentis (will take on some of the functions and responsibilities of the Parents) while the Pupil is at the Nursery premises or on a Nursery trip and will act so as to care for the Pupil's well-being, together with the staff of the Nursery, in ways that are apt and proper for the welfare and care of the Pupils, especially the reassurance of a Pupil in difficulty, and to ensure appropriate conduct and security in the Nursery generally. The Parents consent to reasonable,

proportionate and appropriate physical contact between the staff of the Nursery and the Pupil. Corporal punishment will never be used.

- 6.6** The Nursery will take prompt remedial action, keeping the Parents informed, if the Head of Prep has any cause to be concerned for the safety or personal welfare of the Pupil. The Parents will inform the Nursery without delay if they are concerned about the safety, care, discipline or progress of the Pupil.
- 6.7** Unless the Nursery is notified to the contrary, the Parents consent to the Pupil participating, under proper supervision, in contact sports and in other Nursery sports and activities which may entail some risk of physical injury.
- 6.8** The Nursery will monitor each Pupil's progress and development and provide Parents with regular updates. A short, written summary of the Pupil's progress will be provided by Nursery staff to parents between the ages of two and three.
- 6.9** The Parents will notify the Nursery if the Pupil has:
- 6.9.1** a medical condition, health problem or allergy;
 - 6.9.2** a disability, special educational need, learning disability or any behavioural or emotional difficulty;
 - 6.9.3** been assessed by a child psychiatrist or psychologist (or similar); and/or
 - 6.9.4** been suspended, permanently excluded or withdrawn from a previous childcare provider and the reasons for the suspension, permanent exclusion or withdrawal;
- and will provide to the Nursery copies of reports and information reasonably requested by the Nursery.
- 6.10** The Nursery will take reasonable steps in the case of each Pupil to detect signs of learning difficulties, but the Nursery does not undertake to diagnose dyslexia or other specific conditions. Parents will be notified promptly if it appears that the Pupil may need formal assessment or referral for expert medical diagnosis, which can be arranged at the Parents' expense either by the Parents.
- 6.11** Parents may be asked to withdraw the Pupil thereby terminating the Contract if, after consultation and in the opinion of the Head of Prep, the Nursery cannot provide adequately for the Pupil's special educational needs. In the event of the Withdrawal of a Pupil pursuant to this clause, Fees in Lieu of Notice will not be charged by the Nursery to the Parents and the Acceptance Deposit will be returned.
- 6.12** The Pupil will usually progress through the Nursery and the Contract will terminate, without further notice, at the end of the Pupil's Transition Year 2.
- 6.13** Copyright in the Pupil's original work will belong to the Pupil and all such work will be released to the Pupil when no longer required by the Nursery for purposes of assessment, display or any other use. All copyright and other intellectual property rights in relation to work carried out by a Pupil in conjunction with any staff or other Pupils at the Nursery for purposes relating to the Nursery shall be and remain the property of the Nursery. The Nursery will take reasonable care to protect the Pupil's work but cannot accept liability for loss or damage caused by factors outside the direct control of the Head of Prep and the staff.

7 Health

- 7.1 The Head of Prep may ask the Parents to arrange a health, medical or development check of a Pupil at any time. Checks requested by the Head of Prep will be conducted with parental consent unless the health of the Pupil, staff or other Pupils requires otherwise. The Head of Prep reserves the right to require the Pupil not to attend the Nursery or certain activities and outings until the Pupil is deemed fit to resume their normal activities, by both the relevant medical professionals and the Head of Prep. Whenever appropriate, including prior to a Pupil joining the Nursery, Parents may be asked to provide a written statement about the Pupil's health and must supply details of the Pupil's medical requirements and history in the form provided by the Nursery.
- 7.2 Either the Head of Prep or the Parents will inform the other in writing if the Pupil has been in contact with or develops any infectious disease or infection, or has or develops any known medical condition, health problem, disability or allergy, or will be unable to participate in any Nursery activities for health reasons, as soon as possible after becoming aware of such health matters.
- 7.3 Parents consent to the Pupil receiving administration of:
- 7.3.1 first aid;
 - 7.3.2 if requested by the Parents, prescribed medication by appropriately qualified persons; and
 - 7.3.3 emergency medical treatment, whether under the National Health Service or privately, from qualified personnel and by any appropriate means necessary for the Pupil's welfare (including anaesthetic, operation or blood transfusion in the United Kingdom, as recommended by a doctor).

The Nursery will use its best endeavours consistent with the Pupil's health and welfare to contact the Parents before emergency medical treatment is administered pursuant to this clause.

- 7.4 Parents must comply with the Nursery's quarantine regulations as varied and notified to them from time to time. If the Nursery so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the Pupil at home and not permit him or her to return to the Nursery until such time as the health risk has been averted.

8 Fees and Extras

Please read this section carefully. It deals with your responsibility to pay the Fees, Extras and Late Payment Charges (as defined above at clause 2). It also sets out the Nursery's right to increase Fees during a Pupil's time at the Nursery.

- 8.1 Fees and Extras are invoiced monthly in arrears and are payable or before the applicable Due Date.
- 8.2 Extras will be charged through the termly fees account, for the following:
- 8.2.1 Extra-curricular activities in which the Pupil may take part subject to the Parents' agreement, such as outings;
 - 8.2.2 the cost of any loss (for example, loss of books) or damage (other than fair wear and tear) to Nursery property caused by the Pupil. The Nursery reserves the right to charge for such loss or damage at full replacement cost; and

- 8.2.3** additional charges incurred by the Nursery in providing for the special educational needs or disability of the Pupil to the extent that the Nursery is permitted by law to charge these to the Parents.
- 8.3** Fees, Extras and any Late Payment Charges invoiced by the Nursery are due and payable either by cheque or direct bank transfer in full by the applicable Due Date. Invoices will be sent by the Nursery to the Parents and to any Third Party. Any sum tendered that is less than the sum due and payable will be accepted by the Nursery on account only. In the event that any item of the invoice is queried, the balance of the invoice which is not in dispute must be paid in accordance with this clause.
- 8.4** Subject to clause 8.5, each Parent and Third Party is together and separately responsible for payment of Fees, Extras and Late Payment Charges in full. In the event of non-payment of such Fees, Extras and Late Payment Charges the Nursery is entitled to seek payment in full from any or all of the Parents or Third Party.
- 8.5** The Nursery may agree by written release given by the Head of Prep to release a Parent from their liability to pay Fees, Extras and Late Payment Charges with the written consent of any other Parent or Third Party.
- 8.6** A payment made in respect of one Pupil may be appropriated by the Nursery to an unpaid account of another Pupil who is a child of the same Parents.
- 8.7** The Nursery reserves the right to refuse to allow a Pupil to attend the Nursery or to withhold references while Fees, Extras and Late Payment Charges remain unpaid or where there is a persistent failure to pay Fees, Extras and Late Payment Charges on time.
- 8.8** The Parents and the Third Party will be liable to indemnify the Nursery in full for any reasonable legal costs or expenses, including court fees, incurred by the Nursery in seeking to recover unpaid and properly due Fees, Extras and Late Payment Charges.
- 8.9** Fees and Extras will be reviewed from time to time and may be increased by such amount as the Nursery considers reasonable. Wherever possible, eight weeks' notice of any increase in Fees or Extras will be given. If the Nursery gives less than eight weeks' notice of an increase in Fees or Extras, Parents will be permitted to give written notice of Withdrawal of a Pupil thereby terminating the Contract within 21 days after notice of the Fees or Extras increase without becoming liable to pay Fees in Lieu of Notice.
- 8.10** In the event that the exercise of the Head of Prep's rights under clause 6.2 results in reduced net costs to the Nursery, the Nursery will make such reduction to the Fees as is reasonable in all the circumstances for the period to which the variation or change relates and will notify the Parents of the basis for the reduction. Where the reduction in Fees is more than the sum owed to the Nursery by the Parents, the Nursery will issue a credit note or refund to the Parents, as appropriate.
- 8.11** Fees and Extras are not refundable nor will they be waived for absence due to illness or other reason.
- 8.12** Cheques and other instruments delivered at any time after the Due Date will be presented immediately and will not be considered as payment until cleared.
- 8.13** The Nursery may, at the Head of Prep's complete discretion, agree to the payment of all or part of the Fees, Extras and/or Late Payment Charges by instalments or in a lesser sum than is due under the Contract. Any such agreement must be in writing signed by the Head of Prep. In the event of a breach

of the agreement, it will terminate automatically and the Fees, Extras and Late Payment Charges then due shall be payable immediately.

- 8.14** If a prepayment for between one and five years' Fees is made by or on behalf of the Parents, its acceptance will be at the discretion of, and on terms communicated by, the Governors. If, when the Pupil leaves the Nursery, any part of the prepaid Fees is unused, it will be refunded after deduction of Fees in Lieu of Notice (where applicable) and any other sum due and owing to the Nursery.
- 8.15** At the Head of Prep's discretion, a Pupil may be suspended from the Nursery on three days' notice until all outstanding Fees, Extras and Late Payment Charges which are due and payable to the Nursery have been paid in full. The Head of Prep may treat a Pupil as having been withdrawn from the Nursery without Eight Weeks Written Notice if full payment has not been received within four weeks from the date of suspension under this clause, whereupon clauses 4.2 and **Error! Reference source not found.** will apply. The Nursery may notify other childcare providers of your outstanding payments.
- 8.16** The Nursery is required to comply with applicable anti-money laundering laws. In order to do so, the Nursery is entitled to request evidence of the identity of Parents and Third Parties. Parents and Third Parties must comply with such requests in a timely manner. The Nursery will not accept cash payments.

9 Disciplinary Procedures

Please read this section carefully. It covers the Nursery's disciplinary procedures and the possible financial implications for Parents in the event of breach of these procedures by Parents or Pupils.

- 9.1** Parents hereby confirm that they accept the authority of the Nursery to take reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the Nursery community as a whole.
- 9.2** The Nursery's Positive Behaviour Management Policy is available to Parents on the website and, on request, in hard copy.
- 9.3** The Nursery may impose sanctions in accordance with the Nursery Rules. The Head of Prep may suspend or, in serious or persistent cases, permanently exclude the Pupil from the Nursery.
- 9.4** There will be no refund of Fees or Extras paid or remission of Fees, Extras or Late Payment Charges due following exercise of the Head of Prep's discretion under clause 9.3. If the Pupil is permanently excluded the Acceptance Deposit will not be returned. All arrears of Fees, Extras and Late Payment Charges due to the Nursery will be payable, however, a Fees in Lieu of Notice will not be payable.
- 9.5** Parents may be required to withdraw the Pupil from the Nursery (permanently or temporarily) if, after consultation with the Pupil and/or the Parents, in the reasonable opinion of the Head of Prep:
- 9.5.1** the Pupil's attendance or behaviour justifies required Withdrawal; or
- 9.5.2** the behaviour or conduct of either Parent affects or is likely adversely to affect the Pupil's, or any other Pupil's, progress in the Nursery or the well-being of the Nursery's staff or bring the Nursery into disrepute.
- 9.6** If the Pupil is permanently withdrawn in accordance with this clause 9.5, the Contract will terminate and the Acceptance Deposit will be refunded in full without interest. Otherwise the provisions regarding Fees, Extras and Late Payment Charges in clause 9.4 will apply.

- 9.7** Any complaint or rumour of misconduct will be investigated by the Nursery. All investigations will be carried out fairly and with reasonable care. Parents will be informed of an investigation as soon as possible. Where reasonably practicable and appropriate, the Pupil may be supported by a Parent or teacher.
- 9.8** Unless the Head of Prep consents in writing, a Pupil who has been withdrawn, suspended or permanently excluded from the Nursery is not entitled to enter the Nursery premises.
- 9.9** Parents are entitled to have any serious disciplinary matters or decisions taken by the Nursery and/or Head of Prep under this clause 9 reviewed. Any such review shall be governed by the Nursery's Complaints Procedures.

10 Information

- 10.1** The Nursery will process the personal data of Parents and Pupils in accordance with applicable data protection legislation. Further details are provided in the Privacy Notice available at <https://www.leweston.co.uk/useful-information/policies>.
- 10.2** In any case of safeguarding concerns or suspected child abuse the Nursery may be obliged to disclose relevant information concerning the Pupil and others to the appropriate authorities.
- 10.3** The Nursery may supply information and a confidential reference in respect of a Pupil to any childcare provider or educational institution at their request.
- 10.4** The Nursery assumes no responsibility in connection with any publication of photographs outside the Nursery's direct control including (but without limitation) photographs taken by other Parents, Pupils, family or friends and/or the use made by them.

11 Outings

- 11.1** A copy of the Nursery's Outings Policy is available on the Nursery website and, in hard copy, on request. The Nursery Rules continue to apply during outings.
- 11.2** The Nursery will ensure that reasonable measures are taken to ensure the safety and wellbeing of the Pupil while the Pupil is travelling to, from and participating in organised outings.
- 11.3** The Parents' consent to the Pupil travelling to, from and during Nursery outings 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.
- 11.4** The Parents consent to the Pupil taking part in Nursery outings without further notice or information from the Nursery when the activity is a part of the normal Nursery curriculum and when departure from and return to the Nursery occur on the same day and during normal Nursery hours.
- 11.5** The Nursery will ensure that the written consent of the Parents is sought before the Pupil is permitted to take part in any outing falling outside clause 11.4.
- 11.6** Where there is a charge for a Nursery outing, Parents will be asked for their prior consent to the charge and it will be treated as an Extra and either added to the next month's invoice or be payable in advance. If prior consent is not provided the Pupil will not be permitted to participate. Any costs incurred necessary to protect the Pupil's safety and welfare (for example, medical costs, taxis, air fares or professional advice) will be payable as an Extra and added to the next month's invoice. Parents will

be liable for the cost of an outing if that cost has been incurred and they withdraw a Pupil for any reason other than a serious health condition or emergency.

11.7 The Nursery reserves the right not to allow a Pupil to participate in an extra-curricular activity, including an outing, if:

11.7.1 their behaviour has fallen significantly below the standard expected by the Nursery; or

11.7.2 if the Nursery does not reasonably believe that the activity or outing can be undertaken safely by the Pupil.

11.8 The Nursery has the right to prevent a Pupil (without notice if necessary) from attending extra-curricular activities, including outings on health and welfare grounds.

12 Complaints Policy

12.1 The Nursery's policy on complaints is set out in its Complaint Procedures document which is available on the Nursery website and, on request, in hard copy. This document does not form part of the Contract between Parents and the Nursery.

12.2 The Nursery welcomes suggestions and comments from Parents and takes seriously any concerns that may arise about any aspect of the service provided by the Nursery. Parents should address their concerns to the appropriate person in accordance with the Complaints Procedures.

13 Force Majeure (being events outside your or the Nursery's control)

13.1 In the event of a Force Majeure arising, which hinders, prevents or delays the Nursery's performance of any of its obligations under the Contract, the Nursery shall, within a reasonable time, give the Parents written notice specifying the nature and extent of the impact of the Force Majeure on the Nursery's ability to perform its obligations.

13.2 Provided that the Nursery has acted reasonably and prudently to prevent or minimise the effect of the Force Majeure upon its ability to perform its obligations under the Contract, the Nursery will have no liability in respect of the performance of such of its obligations as are hindered, prevented or delayed by the Force Majeure.

13.3 Subject to clause 13.4, the Parents shall continue to remain liable for all Fees, Extras and Late Payment Charges due as though the Force Majeure had not occurred.

13.4 If the Nursery is wholly unable to perform its obligations under the Contract for a continuous period of more than fourteen (14) consecutive days, the Parents shall not be liable to pay the Fees for the period when the Nursery is wholly unable to perform its obligations and the Fees for the month affected will be reduced on a pro rata basis.

13.5 If the Nursery is wholly prevented from performing its obligations as a result of Force Majeure for a continuous period greater than six months, the Nursery shall notify the Parents of the steps it plans to take to ensure performance of the Contract after such period. Following receipt of such notice from the Nursery, Parents will be entitled to terminate the Contract on written notice to the Nursery and without giving Eight Weeks' Written Notice or paying a Fees in Lieu of Notice.

13.6 The Nursery reserves the right, to be exercised reasonably, to require Parents at their cost:

13.6.1 to remove a Pupil and their belongings and possessions from the Nursery; and/or

13.6.2 to return a Pupil and their belongings and possessions to the Nursery upon cessation of the Force Majeure or upon earlier notification to the Parents by the Nursery.

Where Parents are unable to comply with this clause, the Nursery will use reasonable endeavours to do so on the Parents behalf and any costs and expenses incurred will be charged as an Extra and payable by the Parents.

14 Communications and notices

Please read this section carefully. It contains important information on the legal responsibilities of Parents and the Nursery's communications to and from Parents.

14.1 Subject to clause 14.3, the Nursery will be entitled to treat any day-to-day communication from a Parent as having been given on behalf of each Parent (unless there is a court order or binding written notification stating otherwise).

14.2 All notices required to be given by the Parents to the Nursery under the Contract must be given in writing and delivered:

14.2.1 by email to the Nursery using this email address: nursery@leweston.dorset.sch.uk];

14.2.2 delivered by hand to a member of staff at the Prep Reception; or

14.2.3 sent to the Nursery Supervisor by recorded or other form of registered post to the following address: Leweston Nursery, Leweston School, Sherborne, Dorset, DT9 6EN.

14.3 In relation to:

14.3.1 The cancellation of a place after acceptance pursuant to clause 4.1; or

14.3.2 The Withdrawal of a Pupil from the Nursery pursuant to clauses 4.2 or 8.9

written notice must be given by both Parents (where applicable) and be addressed to the Head of Prep.

14.4 The Parents undertake to notify the Nursery of a change of address of any Parent.

14.5 Communications and notices will be sent by the Nursery to both Parents by email or post to the address(es) held on the Nursery record unless:

14.5.1 both Parents request otherwise in writing;

14.5.2 a court makes an order to the contrary; or

14.5.3 there are other reasons that justify withholding information in order to safeguard the Pupil.

14.6 The Head of Prep must be notified in writing immediately of any matters that are relevant to the Pupil's safety and security, such as any court order that impacts the Pupil or of any significant change in home circumstances.

15 Miscellaneous

15.1 Either Parent may be excluded from the Nursery premises (but not released from the Contract) if the Head of Prep considers such exclusion to be in the best interests of the Pupil, other Pupils or the Nursery or its staff.

- 15.2** The Nursery will maintain liability insurance as required by law. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. All other insurances are the responsibility of the Parents who must make their own arrangements to cover the Pupil's person or property while at Nursery or on the way to or from Nursery or on any outing. The Nursery is not the agent of the Parents for any purpose related to insurance.
- 15.3** The Nursery, in its discretion and on reasonable notice may amend the Contract. Whenever practicable, Parents will be given at least eight weeks' written notice of any such amendments. The amended Contract will be made available to Parents.
- 15.4** Leweston School Trust reserves the right to transfer the undertaking of the Nursery to any natural or legal person, and to assign the benefit of the Contract in connection with any such transfer, and/or to amalgamate the Nursery with any other childcare provider or educational institution.
- 15.5** Whenever practicable, Parents will be given at least eight weeks' notice of changes made pursuant to clauses 6.2 and 15.5 that would have a significant effect on the provision of childcare to the Pupil.
- 15.6** Any relaxation or forbearance by the Nursery in pursuing its rights under the Contract will not amount to a waiver of those rights.
- 15.7** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.8** These Terms supersede those previously in force. Headings are for ease of reference only and do not affect the interpretation of the Terms.
- 15.9** Only the Nursery and the Parents (and, in relation to financial obligations where expressly stated in these Terms, any Third Party) are parties to the Contract.
- 15.10** The Contract is made in accordance with and governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.