

# BOLTON SCHOOL NURSERY CLASS

Dobson Road, Bolton, BL1 4RL

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## PARENT CONTRACT

Including Application Form, Acceptance Form, Terms and Conditions

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## BOLTON SCHOOL NURSERY CLASS APPLICATION FORM

*Early application is recommended. Applications will be considered in the order they are received. The offer of a place at the Nursery Class is subject to availability.*

*The Nursery Class 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 Class 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 the Acceptance Form you should read the Nursery Class parent contract terms and conditions attached to it.

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

<b><u>Proposed infant school:</u></b>	<b><u>Siblings already at this Nursery, Nursery Class or Bolton School?</u></b>
	Yes / No

<b>Start date requested:</b>
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We hereby request the offer of a place at the Nursery Class 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 CLASS ACCEPTANCE FORM

<u>CHILD'S NAME</u>	<u>START DATE</u>

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

**By signing this Acceptance Form we confirm that:**

- (a) all holders of parental responsibility for the above-named child 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 above-named child, live together / separately (please delete as appropriate) at the address(es) shown below and we agree to notify the Nursery Class 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 Class;
- (d) unless otherwise notified to the Nursery Class 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 Class fees;
  - (ii) any information or circumstances about or relating to us and/or our child that has previously been notified to the Nursery Class or otherwise as part of the Nursery Class's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form; and
  - (iii) our child has the right to enter and live in the United Kingdom.

We hereby accept the offer of a place at the Nursery Class 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 Class 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 Class enter into a legally binding contract, upon the Nursery Class's terms and conditions.

If you subsequently change your mind and decide to withdraw 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
<b>Signature:</b>		
<b>Title:</b> (e.g. Mr, Mrs, Ms)		
<b>Name in full:</b> (please include all names)		
<b>Occupation:</b>		
<b>Place of work:</b>		
<b>Date of birth:</b>		
<b>Do you have parental responsibility:</b>		
<b>Relationship to child:</b>		
<b>Contact telephone numbers:</b> <i>Day</i> <i>Evening</i> <i>Mobile</i>		
<b>Address:</b>		
<b>Postcode:</b>		
<b>Email address:</b>		
<b>Date:</b>		

**BOLTON SCHOOL NURSERY CLASS**  
**PARENT CONTRACT TERMS AND CONDITIONS**

**What these terms cover.** These are the terms and conditions on which we provide our Nursery Class education and welfare services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the Nursery Class for your child. These terms tell you who we are and how and on what basis the Nursery Class will provide its Nursery Class education and welfare 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 Class and our provision of Nursery Class education and welfare 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 further explained to you, then please contact the Nursery Class 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 Class for parents to complete when requesting and subsequently accepting a place for their child at the Nursery Class;

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

"**Complaints Procedure**" means the Nursery Class'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 Class. It is not intended to form part of the contract between you and the Nursery Class. A copy of the most up-to-date procedure is on the Nursery's website and is otherwise available from the Nursery Class upon request;

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

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

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

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

"**Nursery Class's Rules and Regulations**" means the body of rules and regulations of the Nursery Class 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 Class. The Nursery Class's rules and regulations are set out in various policies and are available on the Nursery Class's website and upon request;

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

"**we**" or the "**Nursery Class**" means the legal entity carrying on as the Nursery Class 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 Class'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 Class, 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 **Application Form**, the **Acceptance Form**, the **Schedule of Fees**, the **Nursery Class's Rules and Regulations** and these Nursery Class 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 Class. 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 Class 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 Class.**
- 2.3 How we use the deposit. The deposit will be retained on account at the Nursery Class until your child leaves, following which it will be repaid by means of a credit without interest to the final balance of any Nursery Class Fees or other sums you may owe to the Nursery Class 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 Class and what happens if you withdraw at that stage.*

*The cancellation of a place which has been accepted can cause losses to the Nursery Class, especially if it occurs after other families have taken their decisions about their children's Nursery Class as it means we are less likely to fill the place. 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 your Acceptance of a Place before your child joins the Nursery Class

- 3.1 Notice to withdraw your acceptance of a place before your child joins the Nursery Class. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the Nursery Class you must either give us a term's written notice to that effect or pay to the Nursery Class a term's fees in lieu of notice.**
- 3.2 If we receive a term's written notice. **If you provide a term's written notice, you will lose the deposit but no further fees will be payable.**

3.3 If we do not receive that period of notice. **If you do not provide us with a term's notice before your child's contracted start date in Nursery Class, a term's fees will be payable by you and will become due and owing to the Nursery Class upon demand as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start as agreed by you. The Nursery Class will credit the deposit you have paid to the payment of the term's fees you will owe us.**

#### 4. Nursery Class Fees, Supplemental 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 Class education and welfare services to your child. 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: supplemental charges. We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities in which you agree in advance your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. Additional charges incurred by the Nursery Class 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 supplemental 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 supplemental 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 supplemental charges due are paid to the Nursery Class. 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 supplemental charges owing to the Nursery Class are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the Nursery Class can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in Clause 4.5 immediately below.

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

4.6 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and charged termly regardless of the length of any term. An annual fee bill will be sent to you before the start of the Autumn term. You may pay by either termly or monthly instalments. The payment schedule which accompanies the fee bill will show the timing of either 3 termly payments falling due on the first day of each term or 12 monthly payments falling due each month. If you pay monthly, the monthly payment instalments collected from September through to December will relate to the first term's charge, from January through to April will relate to the second term's charge and from May through to August will relate to the

final term's charge. Direct debit is the preferred method of payment. The fee bill will be sent to you (or such other person(s) the Nursery Class may have agreed separately shall pay the fees under Clause 4.5 above). **Your child may be excluded from the Nursery Class 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 Class if you do not pay on time.**

- 4.7 Childcare vouchers are accepted but must be redeemed on a monthly basis.
- 4.8 Free Places. Where part of the fees are funded by the Entitlement to Free Early Years provision for three and four year olds, the fee bill will be adjusted accordingly. You must pay for any charges not covered by the entitlement to free early years provision for 3 to 4 year olds.
- 4.9 Payment of supplemental charges. Supplemental charges should be paid by the ParentPay system.
- 4.10 The Nursery Class is agent only in respect of any goods and services which are supplied by a third party via the Nursery Class 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 supplemental charges are not paid in accordance with these terms and conditions.

- 4.11 Non-payment of fees: refusal to attend Nursery Class. **We may refuse to allow your child to attend the Nursery Class or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.**
- 4.12 Non-payment of supplemental 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 charge for that activity remains unpaid.**
- 4.13 We can charge interest if you pay late. If you do not make any payment to the Nursery Class by the due date for payment (see Clauses 4.11 and 4.12 above) 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 Class'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 Class the interest together with the overdue amount.**
- 4.14 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 supplemental charges from you (including reasonable legal costs, ie costs that would be allowable by the courts if judgment was made in the Nursery Class's favour).
- 4.15 We can notify other educational institutions of your outstanding payments. **We may inform any other Nursery Class or educational establishment to which you propose to send your child of any outstanding fees or supplemental 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 Class.

- 4.16 Our ability to increase the fees. **We will review our fees annually and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term 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 Class before the proposed increase is set to take effect, then you will have sufficient time to provide the required a term's written notice of withdrawal to the Nursery Class under Clause 5.1 below.**



- 4.17 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental 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.
- 4.18 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, 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 Class with the information and documentation we ask for.
- 4.19 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the Nursery Class shall be entitled to allocate payments from you to your account as it sees fit. The Nursery Class shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours.

**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 Class or remove your child from participating in an activity for which there is a supplemental 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 to cover the Nursery Class's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental 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 Class. **If you wish to withdraw your child from the Nursery Class you must either give us a term's written notice to that effect or pay to the Nursery Class a term's fees in lieu of notice, at the rate that would have been charged for the final period of provision of your contracted sessions if a term's written notice had been given.** The Nursery Class will credit the deposit you have paid without interest to the payment of any such fees in lieu of notice.

You must still give a term's written notice when your child is due to leave the Nursery Class to attend school, or when your child's place is funded by entitlement to free Early Years Provision. 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 in lieu of notice will become payable by you upon demand.
- 5.3 Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's written notice to that effect or pay to the Nursery Class as a debt a term's charges for the activity in which your child has ceased to participate.

## 6. Nursery Class's Rules and Regulations

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

## 7. Required Removal of your child from the Nursery Class

- 7.1 The Nursery Class teacher's discretion to require you to remove your child from the Nursery Class. The Nursery Class teacher may in her discretion require you to remove your child from the Nursery Class if the Nursery Class teacher considers that:

- 7.1.1 your behaviour or conduct (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 Class, or the wellbeing of Nursery Class staff; and/or brings (or is likely to bring) the Nursery Class 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 Class is unsatisfactory and, in the reasonable opinion of the Nursery Class teacher, the removal is in the Nursery Class's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the Nursery Class) 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 Class.

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 Class and/or Nursery Class teacher to require the removal of your child under this Clause 7 reviewed. Any such review shall be conducted by the Head of the Infant School.

## 8. The Nursery Class's Obligations

8.1 The scope of our duty to exercise reasonable skill and care in the provision of your child's Nursery Class education and welfare services and welfare. While your child remains a pupil of the Nursery Class, we will exercise reasonable skill and care in respect of the provision of his or her Nursery Class education and welfare services and welfare. This obligation will apply during Nursery Class hours and at other times when your child is permitted to be on Nursery Class premises or is participating in activities organised by the Nursery Class. **We cannot accept any responsibility for the welfare of your child while off the Nursery Class premises unless he or she is taking part in a Nursery Class activity or otherwise under the direct supervision of a member of Nursery Class 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 Class's care, we will if practicable try to contact you to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).** You authorise the Nursery Class to take all necessary action to safeguard and promote the welfare of your child. You consent to the use of such physical contact with your child as may be lawful and appropriate to provide comfort to your child if (s)he is in distress or otherwise to maintain safety and good order.

8.4 Our right to make changes at the Nursery Class. Our prospectus and website describe the broad principles on which the Nursery Class is presently run. However, from time to time it may be necessary to make changes to any aspects of the Nursery Class.

8.5 Monitoring your child's progress, well being and safeguarding at the Nursery Class. We will monitor your child's progress and well being at the Nursery Class and we will advise you if we have any concern about your child's progress or well being but we do not undertake to diagnose dyslexia, 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 Class teacher. The Nursery Class staff have a duty to report any

safeguarding concerns they might have about your child to social services in accordance with the Nursery Class's child protection and safeguarding policies.

8.6 Consent for educational visits and transport. Unless you notify us to the contrary, you consent to your child participating in trips and visits which do not involve an overnight stay, travel overseas or hazardous activities. You consent to your child travelling by any form of public transport and/or in a vehicle driven by a responsible adult who is duly licensed and insured to drive the vehicle.

8.7 A child at the Nursery Class 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 Class teacher and Nursery Class 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 Class and Nursery Class staff in good faith, including by:

9.2.1 maintaining a constructive relationship with Nursery Class staff (including where the Nursery Class is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the Nursery Class);

9.2.2 encouraging your child in his or her personal development, and giving appropriate support at home;

9.2.3 keeping the Nursery Class up-to-date and informed of 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 supplemental charges for your child);

9.2.4 ensuring that all details or other information notified or otherwise disclosed to the Nursery Class 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 Class so that your child can participate in, and benefit from, the Nursery Class's provision of Nursery Class education and welfare services;

9.2.6 attending meetings and keeping in touch with the Nursery Class 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 Class that you complete and submit to the Nursery Class a medical questionnaire in respect of your child.** You must inform the Nursery Class 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 Class or otherwise, any reports or other materials relevant to any of the same. You must inform the Nursery Class if your child has been in contact with infectious diseases. You must comply with the Nursery Class's sickness exclusion policy and the child must not be brought to Nursery Class if unwell.

- 9.4 Circumstances where we may require you to keep your child away from Nursery Class. If the Nursery Class 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 Class 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 Class 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 Class education and welfare services to your child. You must inform the Nursery Class if, at any time prior to or during your child's time at the Nursery Class, 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 Class (including its premises) and/or the Nursery Class's provision of Nursery Class education and welfare 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 supplemental 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 Class 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 your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the Nursery Class, the Nursery Class is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the Nursery Class 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 Class 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 Class. The Nursery Class 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 Class.
- 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 Class 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 Class immediately in writing and provide the details required by the Nursery Class as a result, including the name and contact details for a 'responsible adult' for the period of your absence. The nominated 'responsible adult' will be delegated the authority by you to make decisions relating to your child during your absence, including if the Nursery Class is not able to contact you.
- 9.10 Raising concerns with the Nursery Class 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 Class 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 Class 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 Class or for the payment of fees due to absence of your child or closure of the Nursery Class 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 Class. This will include name, contact details, Nursery Class records, photographs and audio-visual recordings, both whilst your child is at the Nursery Class and after he or she has left, for the purposes of:

- 11.2.1 managing relationships between the Nursery Class 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 Class to prospective pupils/parents;
- 11.2.3 publicising the Nursery Class's activities; and
- 11.2.4 communicating with the Nursery Class community and the body of former pupils.

In respect of sub-clause 11.2.2 this includes use of such information by the Nursery Class in/on the Nursery Class's prospectus (in whatever format or medium it is produced/made available), the Nursery or the Nursery Class's website(s) and (where appropriate) the Nursery Class's social media channels. Parents who do not wish their children to be photographed in the Nursery Class or do not wish their children's photographs to be used in this way should inform the Nursery Class teacher 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 Class; and
- 11.2.6 inform the Nursery Class of any change to you 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 Class, including relevant contact details.

11.3 Data Protection Law. The Nursery Class 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 Class's purposes.

## 12. Equal Treatment

The Nursery Class 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 Class 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 always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out the rights we have, and that you have, to cancel this contract early*

## 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 Class 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 Class education and welfare 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 Class 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 Class teacher's reasonable discretion the Nursery Class is not able to provide, or is compromised in providing, the 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 Class if you have a legal right to end the contract because of something we have done wrong or the Nursery Class 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 supplemental 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, by way of example, 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 Class's performance of any of its obligations under this contract, the Nursery Class shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the Nursery Class has acted reasonably and prudently to prevent and/or minimise the effect of the event, the Nursery Class 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 Class is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide Nursery Class education and welfare services remotely) for a continuous period of more than six (6) months, the Nursery Class 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 Class and without giving a term'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 4.17 (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 Class education and welfare services at the Nursery Class or remotely due to reasons caused by an event you shall give the Nursery Class notice in writing of such circumstances and the following provisions shall apply:

15.4.1 in consultation and cooperation with the Nursery Class 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 its services (whether at the Nursery Class 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 Class or being able to participate and benefit from any level of its provision of services (whether at the Nursery Class or remotely) for more than six (6) months you shall discuss with the Nursery Class a solution by which this contract may be performed and, following such discussions, you or the Nursery Class shall be entitled to cancel the contract on written notice and without you being required to give a term's written notice or to pay a term's fees in lieu of notice.

## **16. Communications between you and the Nursery Class**

- 16.1 Notices must be in writing. When this contract requires you or the Nursery Class 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 Class to contact you. Communications (including notices) will be sent by the Nursery Class 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 Class of any change of address(es) or other contact details.**
- 16.3 How to provide written notice to the Nursery Class. Notices that you are required to give under these terms and conditions must be **in writing addressed to the Nursery Class teacher** and either emailed to the Nursery Class teacher, delivered by hand to the Nursery Class, sent to the Nursery Class by recorded or other form of registered post requiring a signature upon receipt as proof of delivery, or otherwise sent to the Nursery Class'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 Class or otherwise changing their place) we recommend that if you provide notice under these terms and conditions, that you telephone the Nursery Class 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 Class is governed by English Law and either you or the Nursery Class 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 Class's services. The Nursery Class will regularly send you any revised terms and conditions to the Nursery Class parent contract as they are made and this will usually be sent annually by email from the Nursery Class teacher.