

## Little Crackers Nursery

### Terms and Conditions

#### 1. Definitions

(a) In these terms and conditions

"Registration Form" means the form provided by the Nursery for parents to complete when applying for a place for their child at the Nursery;

"Confirmation of Acceptance" is the letter from the Nursery confirming that the child has a place at the Nursery;

"child" means a child of whatever age admitted by the Nursery to be educated;

"the Complaints Procedure" is 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; a copy of the procedure is available from the Nursery at any time upon written request;

"registration fee" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"half a term's notice" means written notice received not later than the first day of term or received before the start of a half term;

"Head" means the person appointed by the Trustees of the Foundation to be responsible for the day-to-day management of the Nursery, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the published note of the Nursery's prevailing fees;

"Nursery Rules" means the rules of the Nursery, a copy of the current version of which is provided to each child on entry, as those rules 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;

"term" means a term of the Nursery as notified to parents from time to time;

"4 weeks' notice" means written notice given not later 4 weeks prior to the child's last day at the Nursery;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "Nursery" means the legal entity identified in Clause 1(b) below, or its duly authorised representative, as the context requires and which owns and operates Little Crackers Nursery;

"you" or the "parents" means each person who has signed the Admission Form as a person with parental responsibility for the child or a person who with the Nursery's written consent replaces a person who has signed the Registration Form.

- (b) We are The Princethorpe Foundation (“the Foundation”) a charitable company registered in England and Wales. Our company registration number is 04177718 and our registered office is at Princethorpe College, Princethorpe, Rugby, Warwickshire, CV23 9PX. Our registered charity number is 1087124.
- (c) The Registration Form, the Confirmation of Acceptance the Schedule of Fees, the Nursery Rules and these terms and conditions (as in each case may be varied from time to time) form the terms of a contract between you and the Nursery and constitute the entire agreement between the parties. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. Acceptance

- (a) An offer of a place for your child at the Nursery is confirmed when the Nursery sends you the Confirmation of Acceptance following your submission of the Registration Form and paying the registration fee.
- (b) The registration fee is **not refundable**.
- (c) If you wish to withdraw your acceptance of a place after submitting the Registration Form and paying the registration fee but **before** your child starts at the Nursery you must give the Head written notice to that effect not later than 4 weeks prior to the first day on which your child was due to start at the Nursery. If you provide the notice required by this Clause 2(c), no further fees will be payable. If you do not provide the notice required by this Clause 2(c), 4 weeks’ fees (charged at the rate applicable for the sessions booked in the Nursery for your child) shall be payable and shall become due and owing to the Nursery as a debt.

## 3. Nursery Fees, Supplemental Charges and Payment

- (a) All the costs incurred in the usual course of educating your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the Nursery.
- (b) We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the Nursery in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities such as jazz or ballet lessons, trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly.
- (c) Every person who has signed the Registration Form is jointly and individually liable for the whole of the fees due and any supplemental charges unless and until the Nursery has agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or supplemental charges or any part of them.
- (d) A person who has signed the Registration Form may withdraw from this contract with the Nursery by submitting a month’s notice provided they have obtained the prior written consent of both the Nursery and any other person who has signed the Registration Form.
- (e) Your child is not eligible for sibling discounts..
- (f) All fees are payable on a monthly basis and payable in advance so that the services which the Nursery provides under this contract shall have been paid for prior to the provision of those services. Nursery costs are planned on an annual basis and fees are payable by you in full on or before the first day of the month to which the invoice relates. All fees 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 3(c)** above

- (g) All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the fees invoice and must be paid in full on or before the due date shown on the invoice. .
- (h) We reserve the right to refuse to allow your child to attend the Nursery, participate in trips and visits or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the fees and/or supplemental charges. We may make an interest charge of 4 per cent a year above the base rate for the time being of the School's bank on late payment. 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.** A charge of £10 may be levied by the Nursery in respect of each letter sent to you by the Nursery in respect of late payment. We may inform other nurseries or educational establishments to which you propose to send your child of any outstanding fees and/or supplemental charges.
- (i) The fees will be reviewed from time to time and may be increased by such amount as the Nursery considers reasonable. We shall endeavour to give at least one month's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than one month before the fee rise takes effect.
- (j) Fees and/or any prepaid supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise if a term is shortened or a vacation extended, where education is provided remotely or for any other cause [other than at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund]. This rule is necessary so that the Nursery can properly budget its expenditure and to ensure that the cost of an individual default does not fall on other parents.
- (k) There will be no discount or refund of fees and/or supplemental charges if the Nursery is forced to close as a result of bad weather. We will do our best to inform you in good time if the Nursery is closed or is closing early because of adverse weather conditions. In the case of bad weather, the decision to send a child to Nursery is completely at the discretion of parents. We will try to the best of our ability to make movement around the campuses safe but those who choose to enter do so at their own risk.
- (l) From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
  - (i) your identity;
  - (ii) your child's identity;
  - (iii) your child's right to enter, live and study in the United Kingdom; and
  - (iv) the source of funds you are using to pay the fees.

You must provide to the Nursery the information that we ask for.

- (m) Where you are eligible to receive free early years funding, we will administer the early years funding to meet the fees **provided that** you meet the difference between the amount applied under the early years funding by the Nursery and the total fees due in respect of your child under this contract. For the avoidance of doubt, the Nursery will provide a monthly statement of account in respect of the fees and the difference shall be payable in accordance with the terms of this contract. In the event that, due to a change in government policy, legislation or statutory guidance relating to the funding of early years education for eligible children such that the Nursery is no longer in receipt of the early years funding in

respect of your child and/or where we withdraw from the early years funding scheme, you will be responsible for the full term's fees payable under this contract.

#### **4. Notice Requirements**

- (a) If you wish to withdraw your child from the Nursery (other than at the normal leaving date), you shall either give a month's notice to that effect or shall pay to the Nursery a month's fees in lieu of notice, at such rate as would have been charged for the final month of provision.
- (b) In cases under Clause 4(a) above, where the required notice is not given, the appropriate sum in lieu of notice will become payable by you on demand.
- (c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the Nursery a half term's charges for the activity in which your child has ceased to participate.
- (d) The Nursery's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- (e) Nursery sessions may not be reduced within the first six months of your contract period. Thereafter sessions may be reduced by arrangement with the Nursery Manager subject to one month's notice.

#### **5. Nursery Rules**

- (a) It is a condition of remaining at the Nursery that your child complies with the Nursery Rules as amended from time to time. In particular, you undertake to ensure that your child attends Nursery punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the Nursery from time to time.
- (b) The Nursery reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the Nursery Rules. The Nursery may do this for various reasons, including ensuring compliance with the Nursery Rules or where it is appropriate for the Nursery to do so (or indeed necessary) in connection with the Nursery's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

#### **6. Disciplinary Procedures**

- (a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the Nursery if he/she considers that your child's attendance, progress or behaviour (including behaviour outside Nursery) is unsatisfactory and in the reasonable opinion of the Head the removal is in the Nursery's best interests or those of your child or other children.
- (b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or one of you is unreasonable; and/or affects or is likely to affect adversely your child's or other children's progress at the Nursery, or the well-being of Nursery staff; and/brings (or is likely to bring) the Nursery into disrepute; and/or is not in accordance with your obligations under this contract.

- (c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended. . However, in such circumstances fees in lieu of notice will not be payable and any fees or supplemental charges that have been paid for or relating to the term following the exclusion/required removal will be refunded.
- (d) The Nursery Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the Nursery may be taken into account.
- (e) The Nursery will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of disciplinary procedures in this Clause 6 is governed by the final stage of the Complaints Procedure.

## **7. The Nursery's Obligations**

- (a) Subject to these terms and conditions, the Nursery undertakes to accept your child as a pupil of the Nursery from the time of joining the Nursery until the end of his or her Nursery schooling.
  - a) While your child remains a pupil of the Nursery, we undertake to exercise reasonable skill and care in respect of his or her education 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/she is taking part in a nursery activity or otherwise under the supervision of a member of the Nursery staff.
  - (b) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child, and giving appropriate support at home; keeping the Nursery informed of matters which 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); maintaining a cooperative, courteous and constructive relationship with Nursery staff; ensuring all information notified or otherwise disclosed to the Nursery about you and/or your child is accurate, truthful and not misleading and that relevant information is not withheld; and attending meetings and otherwise keeping in touch with the Nursery where your child's interests so require.
  - (c) We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child) or as detailed in our intimate care policy. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in activities which may entail some risk of physical injury.
  - (d) If your child requires urgent medical attention while under the Nursery's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor or other medical practitioner.
  - (e) Our nursery handbook, website and associated marketing materials are not contractual documents and unless otherwise specifically agreed in writing, do not form part of this contract between you and the Nursery. These documents describe the broad policies and

procedures on which the Nursery is presently run and are believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the Nursery, including the term dates, the nursery day, the Nursery's premises and facilities, the curriculum or the manner of providing education for your child (including by providing education remotely, for example, where the Nursery is required to close its premises) , and we reserve the right to do so. For this reason, please notify the Nursery if there is anything of particular concern to you contained in the Handbook, as it may be that recent changes are not reflected in the current version.

- (f) We will endeavour to give parents notice of any changes at the Nursery that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect
- (g) We shall monitor your child's progress at the Nursery and produce an end of year written report. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the Nursery cannot provide adequately for your child's needs.
- (h) Religious observance at the Nursery shall be conducted in accordance with the Nursery Rules.

## **8. The Parents' Obligations**

- (a) It is a condition of your child's joining the Nursery that you complete and submit to the Nursery a medical questionnaire in respect of your child. You undertake to inform the Nursery of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. or virus. You must also provide on request by the Nursery any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 13(a).
- (b) 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 undertake to keep your child at home and not permit him/her to return to the Nursery until such time as the health risk has been averted. Where it is considered appropriate, the Nursery will try to continue providing education to your child remotely during such period.
- (c) You undertake to inform the Nursery of any situations where special arrangements may be needed in relation to your child, including for their education or welfare.
- (d) You must notify the Nursery if, at any time prior to or during your child's time at the Nursery, there are any court orders that relate to, or that may impact on, the provision of education to your child. In such circumstances you must 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 permission of the court if necessary.
- (e) Except under Clause 8 (f) below the Nursery is entitled to treat any communication, instruction, authority, request or prohibition received from any person who has signed the Registration Form as having been given on behalf of all such persons.
- (f) A notice of withdrawal under this contract must be in writing and signed by each of you as holders of parental responsibility for your child and the Nursery shall be entitled not to

accept such notice unless and until all holders of parental responsibility have signed such notice.

- (g) 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 delay. Complaints should be made in accordance with the Nursery's Complaints Procedure. It is in the interests of all parties that a courteous and constructive relationship is maintained with Nursery staff at all times. Failure to do so may result in the withdrawal of your child's place in accordance with Clause 6(b).

## **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at Nursery. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

## **10. Data Protection, Confidentiality and References**

- a) 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 by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- b) 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 names, contact details, school records, photographs and video recordings, both whilst your child is at the Nursery and after he or she has left for the purposes of (i) promoting the Nursery to prospective pupils, including through the Nursery's Prospectus (in whatever format or medium) and website, (ii) managing relationships between the Nursery and current pupils, (iii) providing references and (iv) communicating with the Nursery community and the body of former pupils.
- c) You must (i) confirm (or update if necessary), when requested, such information about you and/or your child that is held by the Nursery and (ii) in any event, inform the Nursery of any change to you or your child's circumstances (including where applicable, in connection with an entitlement to enter and/or 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.
- d) You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the Nursery (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The Nursery shall therefore disclose such information as a matter of routine to such persons unless the Nursery is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)).
- e) The Nursery will process personal data about you and your child in accordance with the General Data Protection Regulation, the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data: (i) as set out in this Clause 10, and in the Nursery's Data Protection Notices which are available on the Nursery's website as may be amended from time to time; (ii) in order to comply with

any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

## **11. Intellectual Property Rights**

We shall recognise any intellectual property rights created, generated or owned by or vested in your child. Intellectual property, including copyright, created solely by your child in the course of their studies or in connection with the Nursery will be owned by your child. Where your child creates a work protected by an intellectual property right in the course of their studies or in connection with the Nursery jointly with an employee of the Nursery, the intellectual property right shall be owned jointly by your child and the Nursery. You hereby grant a non-exclusive licence to the Nursery permitting the use by the Nursery of all intellectual property rights created by your child in the course of their studies or in connection with the Nursery, either alone, jointly with another pupil, or jointly with an employee of the Nursery.

## **12. Changes in Ownership etc**

For the purposes of constitutional changes to the Nursery or amalgamation of the Nursery with another we reserve the right to transfer the undertaking of the Nursery to any other natural or legal person, and to transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation. The transfer will not affect your rights under this contract.

## **13. Termination**

- (a) In addition to our rights to terminate elsewhere in this contract the Nursery shall be entitled to terminate this contract at any time by notice in writing without prejudice to our other remedies and without any obligation to return any fees paid to you if
- (i) you do not make a payment to us when it is due and you still do not make payment within three days of the Nursery reminding you that such payment is due;
  - (ii) you (or either of you) are in material breach of any of your obligations under this contract such that we have a legal right to end the contract or, in the Head's reasonable discretion, the Nursery is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract. For the avoidance of doubt persistent non-payment of fees is a material breach under this contract ;
  - (iii) you (or either of you) are unable to pay the fees and supplemental charges due under this contract and/or are otherwise subject to a bankruptcy petition or order or enter into an individual voluntary arrangement;
  - (iv) you (or either of you) make a serious misrepresentation of facts or circumstances to us or withhold important information from us about you and/or your child, for example, your child's identity or the sources of funds that you are using to pay the fees as required by Clause 3(l).
- (b) You may end this contract by notice in writing to the Nursery if the Nursery breaches its obligations under the contract; or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall terminate at the end of your child's Nursery education.



#### **14. Force Majeure**

- (a) In this Clause 14 "force majeure" shall mean any circumstance beyond your or our control (including, without limitation, strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, adverse weather, loss of essential services, collapse of buildings, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In this Clause 14 we shall refer to these as an "event".
- (b) If an event beyond our control prevents, hinders or delays the Nursery's performance of any of its obligations under this contract, the Nursery shall forthwith give you notice 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 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. To the extent reasonably practicable, the Nursery shall use its all reasonable endeavours during the continuance of the event to provide educational services (including remotely).
- (c) If the Nursery is prevented from performance of any of its obligations for a continuous period greater than four months, the Nursery shall notify you of the steps it shall take to ensure performance of this contract. The time for performance of our obligations shall be extended accordingly.
- (d) Subject to Clause 3(j), if your child is unable to attend the Nursery (including accessing education remotely) due to reasons caused by an event, you shall give the Nursery notice in writing of the nature and extent of such circumstances and the effect of the event on your ability to perform any of your obligations under this contract. 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 a way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible. Where following such efforts made and steps taken your child is not able to participate and benefit from **any** level of provision of education (including remotely), then you shall be excused from failing to perform your obligations during the continuance of the event.

#### **15. Communications**

- (a) All notices required to be given under these terms and conditions must be given in writing and must be addressed to the Head at the Nursery's address and should be hand delivered; sent by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or sent by email to [post@crackleyhall.co.uk](mailto:post@crackleyhall.co.uk). The Nursery expects you to consult with the Head before withdrawing your child or discontinuing extra-curricular activities.
- (b) You undertake to notify the Nursery of any change of address of any person who has signed the Registration Form. Communications (including notices) will be sent by the Nursery to the address shown in its records and, unless other arrangements are agreed between us, we shall be entitled to treat any communication from the Nursery to any person who has signed the Registration Form as having been made to all such persons.

## 16. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

## 17. Jurisdiction and Governing Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales. You and the Nursery irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this contract or its subject matter or formation (including disputes or claims relating to non-contractual obligations).

## 18. Variations

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 education at the Nursery. The Nursery will give you a month's notice of any such modifications.

EJKT/Stone King  
June 2020

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Princethorpe  
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**Junior School & Nursery**  
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