

## Little Crackers Nursery

### Terms and Conditions

*These are the terms and conditions on which we provide educational services. **Please read these terms carefully before you accept our offer of a place at the Nursery for your child.** These terms tell you who we are and how and on what basis the Nursery will provide educational services. If anything in these terms is unclear or you would like to have something further explained to you, then please contact the Foundation Bursar to discuss.*

#### 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 form provided by the Nursery for parents to complete when confirming the child's 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 no later than the preceding half term to which it relates. By way of example, if you wish to cancel an activity charged as supplemental to the fees from after February term, you must provide notice on or before the first day of the relevant Lent 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;

"Offer Letter" means the letter to parents offering a place for a child at the Nursery;

"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) Who we are. 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) Our contract with you. The Confirmation of Acceptance, Offer Letter, the Schedule of Fees 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.
- (d) What does not form part of the contract. The prospectus, information booklets and website do not form part of the contract with the Nursery. If you wish to place specific reliance on a matter contained in the prospectus, information booklets, website or a statement made by a member of staff during the course of a conducted tour of the Nursery or a related meeting you should seek written confirmation of that matter before you sign the Registration Form.

## **2. Acceptance and Withdrawing your Place**

- (a) How you confirm a place for your child. A place for your child at the Nursery is confirmed by you submitting the Confirmation of Acceptance following your submission of the Registration Form and paying the registration fee.
- (b) The non-refundable status of the deposit. The registration fee is not refundable, irrespective of whether your child takes up a place at the Nursery.
- (c) Notice to cancel your place before your child joins the Nursery. If you wish to cancel your confirmation of a place at the Nursery for your child after submitting the Confirmation of Acceptance but **before** your child starts at the Nursery you must either give 4 weeks' notice or pay to the Nursery 4 week's fees in lieu of notice . If you provide the notice required by this Clause 2(c) (or provide no notice at all), 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 upon demand as a debt.

## **3. Nursery Fees, Supplemental Charges and Payment**

- (a) What the fees include. 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) 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 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) Who is responsible for payment. Every person who has signed the Registration Form is jointly and individually liable for the whole of the fees due and any supplemental charges and must ensure that, between them, the fees and supplemental charges owing to the Nursery are paid. The only exception to this is set out in Clause 3(d) immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the Nursery, and do not extinguish either parent's liability to ensure that all the fees and supplemental charges due under this contract are paid to the Nursery.
- (d) How one person can remove him/herself from their payment responsibility. 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. Separately, the Nursery may (without obligation to so do) agree 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, but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- (e) Siblings discounts. Your child is not eligible for sibling discounts in the Nursery.
- (f) How the fees are charged and payment requirements. 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(d) above.
- (g) Payment of supplemental charges. 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) Implications of non-payment. 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 Nursery'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) Our ability to increase the fees. 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 supplemental charges will not be reduced due to your child's absence. 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 for whatever reason. 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) Other circumstances where the fees and supplemental charges will not be reduced. There will be no discount or refund of fees and/or supplemental charges if the Nursery is forced to close, for example, as a result of bad weather or in response to government guidance. Where possible, we will endeavour to inform you in advance if the Nursery is required to close. Where it is considered appropriate, the Nursery will try to continue providing education to your child remotely during such period.
- (l) 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:
- (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) How early years funding is treated. 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.
- (n) Allocation of payments to your fees account Except where expressly agreed with you otherwise, the Nursery shall be entitled to allocate payments from you to your account as it sees fit. The Nursery shall be entitled to allocate a payment in respect of one child to the unpaid account of any other child of yours at one of the schools in the Foundation.

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

- (a) Notice to withdraw your child from the Nursery. 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) When the relevant amount in lieu of notice must be paid. 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 as a debt.
- (c) 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 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) Withdrawal part-way through a term does not reduce the amount you owe to the Nursery. 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) How you may reduce Nursery sessions. Nursery sessions may not be reduced within the first six months of your contract period. Thereafter sessions may be reduced by arrangement with the Head subject to one month's notice.

## 5. Nursery Rules

- (a) When the Nursery Rules apply. The Nursery Rules apply at all times when your child is at the Nursery, representing the Nursery and on Nursery activities and trips.
- (b) Compliance with the Nursery Rules. 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.
- (c) Monitoring your child's telephone, email & messaging communications, internet and Wi-Fi use, and use of social media. The Nursery reserves the right, subject to applicable data protection legislation, to monitor your child's telephone, email and messaging communication and internet and Wi-Fi use. 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. Exclusion, Required Removal and Suspension

- (a) The Head's discretion to suspend or exclude your child from the Nursery. 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 which affects the health, safety or wellbeing of a member of the Nursery community or member of the public, has repercussions for the orderly running of the Nursery or brings the Nursery into disrepute and includes 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's discretion to require you to remove your child from the Nursery. The Head may in his/her discretion require you to remove your child permanently from the Nursery if the Head considers that:
  - (i) 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; and/or otherwise undermines the relationship of trust and confidence between you and the Nursery; or
  - (ii) your child's removal is in the Nursery's best interests and/or of your child or other children, for example, in light of their well-being; or
  - (iii) after consultation with you, the Nursery is unable to provide adequately for your child's special educational needs.

- (c) What happens if your child is suspended, excluded or removed from the Nursery. Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above:
- (i) 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, removed or suspended;
  - (ii) in respect of exclusions and required removals, 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) Where you can find examples of offences punishable by suspension or exclusion. 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) Your right to have decisions to exclude or require the removal of your child reviewed. The Nursery will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. You are entitled to have any decisions taken by the Nursery and/or Head to expel or require the removal of your child under this Clause 6 reviewed. Any such review shall be governed by the final stage (Stage 3) of the Complaints Procedure.

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

- (a) The period of your child's schooling. 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.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. 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.
- (c) Consent to participation in trips and visits, in contact sports and other sports activities. 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. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the Nursery's care, we will attempt to contact you and, if practicable, we will share information from your child's medical file with the doctor or other medical practitioner.
- (e) Our right to make changes at the Nursery. Our nursery handbook, website and associated marketing materials 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 give you notice of significant changes. 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) Monitoring your child's progress at the Nursery. 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. Religious observance at the Nursery shall be conducted in accordance with the Nursery Rules.

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

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and Nursery staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the Nursery and Nursery staff in good faith, including by:
  - maintaining a courteous and constructive relationship with Nursery staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the Nursery are reasonable and appropriate;
  - encouraging your child in his or her studies, and giving appropriate support at home;
  - keeping the Nursery up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, as well as any changes to their immigration status);
  - ensuring that all details or other information notified or otherwise disclosed to the Nursery about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
  - upholding the ethos and values of the Nursery (which include fostering good relationships with staff) and acting fairly in relation to the Nursery and its staff. Bullying, harassment, victimisation and discrimination will not be tolerated;
  - providing cooperation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of education; and
  - attending meetings and keeping in touch with the Nursery where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. 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).

- (d) Circumstances where we may require you to keep your child away from the Nursery. If the Nursery so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you 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.
- (e) You must notify us of any special arrangements needed for your child. You must inform the Nursery of any situations where special arrangements may be needed in relation to your child, including for their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must notify the Nursery if, at any time prior to or during your child's time at the Nursery, there are a court orders put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of education 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 education, 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 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.
- (g) We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. 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.
- (h) You must notify us of your child's absence from Nursery. The Head must be informed in writing of any reason for your child's absence from Nursery. Wherever possible the Nursery's prior consent should be sought for absence from the Nursery.
- (i) Notices of withdrawal must be signed by both parents. 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.
- (j) Raising concerns with the Nursery and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the Nursery without 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) 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 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. 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/parents, publicising the Nursery's activities, including through the Nursery's Prospectus (in whatever format or medium), website and social media channels, (ii) managing relationships between the Nursery and current pupils/parents and fulfilling our obligations to you and (iii) communicating with the Nursery community and the body of former pupils in whatever format or medium, including through social media channels. In respect of 11(b)(i) and (iii), this includes such information in/on the Nursery's prospectus (in whatever format or medium it is produced/made available), the Nursery's website(s) and where appropriate) the Nursery's social media channels.
- c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must (i) confirm (or update if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the Nursery and (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) We will send information about your child to both of you as a matter of course. 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) Data Protection Law. The Nursery will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as 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) Our rights to end the contract. 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 seven 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 following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract and/or repeatedly or persistently fail pay the fees or supplemental charges due under this contract and/or are otherwise unable to pay your debts as they fall due 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) Our right to terminate on a month's notice. We may end this contract at any time by giving you a month's written notice. The deposit will be refunded to you less any sums due to the Nursery.
- (c) Your rights to end the contract. 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.

- (d) When this contract will end if not terminated early. For the avoidance of doubt, this agreement shall terminate at the end of your child's Nursery education.
- (e) 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 the Nursery will keep any rights each has under, or as a matter of, general law.

#### 14. Force Majeure

- (a) What we mean by an "event outside of our/your control". 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) What happens if we are affected by an event outside of our control. 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) Events lasting more than 6 months If the Nursery is wholly and completely prevented from performance of all of its obligations for a continuous period greater than six months (and we are unable to provide educational services remotely), the Nursery shall notify you of the steps it shall take to ensure performance of this contract and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the Nursery and without giving a month's notice or paying fees in lieu of notice. The time for performance of our obligations shall be extended accordingly.
- (d) What happens if your child is affected by an event outside of your control. Subject to Clause 3(j), if your child is wholly and completely unable to participate in the provision of any education at 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 following provisions shall apply:
  - (i) In consultation and cooperation with the Nursery, you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible;
  - (ii) Where following such efforts made and steps taken under Clause 14(d)(i) above 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 and;
  - (iii) If the event continues to prevent your child wholly and completely from attending the Nursery or being able to participate and benefit from any level of provision of

education by the Nursery (whether at nursery or remotely) for more than six months, you shall discuss with the Nursery a solution by which this contract may be performed and, following such discussions, you or the Nursery shall be entitled to cancel the contract on written notice without you requiring to give a month's notice or to pay fees in lieu of notice.

## **15. Communications**

- (a) Notices must be in writing All notices required to be given under these terms and conditions must be given in writing.
- (b) How to provide written notice to the Nursery. Communications (including notices) 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 [headmaster@crackleyhall.co.uk](mailto:headmaster@crackleyhall.co.uk) The Nursery expects you to consult with the Head before withdrawing your child or discontinuing extra-curricular activities.
- (c) Notifying the Nursery of changes to your contact details. You must 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.

## 19. Entire Agreement

This contract constitutes the entire agreement between you and the Nursery. You and the Nursery acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

EJKT/Stone King  
November 2022

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