

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 Director of Business Services 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 up to five (5) years admitted by the Nursery to be educated;

"Childcare Services" means the Nursery's provision of childcare and other services as part of the *Early Years Foundation Stage*;

"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;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the session-based fees for the provision of Childcare Services, as set out in the Schedule of Fees as amended from time to time;

"Two months' notice" means written notice received no later than two months prior to the period to which it relates. For example, two months' notice is required to withdraw your child from the Nursery. So, if you wish to withdraw your child with effect from the first day in February, you will need to tell us in writing about the withdrawal by the first day of December;

"Two months' fees in lieu of notice" means if two months' notice is not given, parents will be liable for two months' full fees, as funding is not claimable if your child is not in attendance at the nursery.

"Nursery Expectations" means the body of rules and policies of the Nursery which set out our expectations concerning the conduct and behaviour of our pupils and parents, as may be amended from time to time. Please see the Nursery Handbook and website for details.;

“Nursery manager” means the person appointed by the Head of Crackley Hall School to be responsible for the day-to-day running 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;

“The Scheme” means the Early Years Funding Scheme, under which the Nursery offers 15 and 30 hours of free Childcare Services;

“Schedule of Fees” means the published note of the Nursery’s prevailing fees for each of the Services;

“Specified Charges” means the charges for each Service excluding Childcare Services, as set out in the Schedule of Fees;

“Service or Services” means all the service(s) to be provided by the Nursery on the terms and subject to the conditions of this contract, including Childcare Services (which are covered by the Fees) and any other services (which are covered by a Specified Charge);

“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 Confirmation of Acceptance 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. Ofsted registration number is 2860294 for children 9 months to 2 years of age.
- (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.

2. Acceptance, Deposit and Withdrawing your Place

- (a) **How you accept our offer of a place for your child.** An offer of a place for your child at the Nursery is confirmed by you submitting the Confirmation of Acceptance and paying the deposit by the date communicated to you in the letter.
- (b) **How we use the deposit.** The deposit will form part of the general funds of the Nursery. Unless otherwise stated in these terms and conditions, the deposit will be applied (without interest) as payment towards our first invoice, if you use the Scheme only. Where you do not participate in the Scheme, the deposit will be applied (without interest) as payment towards the final balance due to the Nursery on your child’s leaving (unless otherwise stated in these terms and conditions).
- (c) **Notice to withdraw your acceptance of a place before your child joins the Nursery.** If you wish to withdraw your acceptance of a place after submitting the Confirmation of

Acceptance and paying the deposit but before your child starts at the Nursery, you must either give two months' notice or pay to the Nursery two months' fees in lieu of notice. For example, to withdraw your acceptance of a place starting on the first day of September you would either need to tell us on or before the first day of July or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the month immediately before your child is due to join the Nursery, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2(a)) or pay fees in lieu of notice. Provisional notice is not accepted.

- (d) **If we receive notice.** If you provide the notice required by Clause 2(c), no fees in lieu of notice will be payable but as you have not taken up your child's place at the Nursery you will not receive a refund of the deposit.
- (e) **If we do not receive notice** If you do not provide the notice required by Clause 2(c), (or provide no notice at all) two month's fees in lieu of notice will be payable by you and will become due and owing to the Nursery upon demand as a debt. The fees in lieu of notice will be charged at the rate applicable for the month when your child was due to start and based on the number sessions your child was due to receive in that month. The Nursery will credit the deposit you have paid (without interest) to the payment of the fees in lieu you will owe us.
- (f) **Notice to decrease your sessions before your child joins the Nursery.** If you wish to reduce the number of sessions after submitting the Confirmation of Acceptance and paying the deposit but before your child starts at the Nursery you must either give two months' notice or pay to the Nursery fees in lieu of notice.

3. Nursery Fees, Specified Charges and Payment

- (a) **Fees.** Unless set out in the Schedule of Fees or notified to you at any time, the Fees cover the provision of Childcare Services.
- (b) **Specified Charges.** The Specified Charges are payable in respect of each Service excluding Childcare Services. Specific Charges include items and activities such as snacks, meals, non-food consumables and additional activities (such as trips and visits). All of the Specified Charges are optional under the Scheme. Where your child does not benefit from 15 or 30 hours of free childcare at the Nursery under the Scheme, some Specified Charges are optional and others are not optional. Please see the Schedule of Fees for further information.
- (c) **VAT and applicable taxes.** Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable). Please note that the Childcare Services are currently exempt from VAT in the UK.
- (d) **Early Years Funding Scheme.** If your child benefits from 15 or 30 hours of free childcare at the Nursery under the Scheme, you will be responsible for paying all Fees applicable for any additional Service(s) you elect to receive. It is your responsibility to apply for the free hours of Childcare Services and to reconfirm your eligibility with HMRC. We cannot offer the free hours of Childcare Services without your 11-digit code, issued by HMRC. Please note that the Nursery may withdraw from the Scheme at any time. If we intend to withdraw from the Scheme, we will give you two months' notice in advance.
- (e) **Who is responsible for payment.** Every person who has signed the Confirmation of Acceptance is jointly and individually liable for the whole of the Fees due and must ensure that, between them, the Fees owing to the Nursery are paid 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 due under this contract are paid to the Nursery.

- (f) **How one person can remove him/herself from their payment responsibility.** A person who has signed the Confirmation of Acceptance may remove their payment responsibility under 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 Confirmation of Acceptance. 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.
- (g) **Sibling discounts.** Your child is not eligible for sibling discounts in the Nursery.
- (h) **How the fees are charged and payment requirements.** The 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(f) above.
- (i) **Payment of Specified Charges.** All Specified Charges for each month (and for other unpaid Specified Charges that were agreed during the previous month) will be included in the Nursery's invoice for the Fees and must be paid in full on or before the due date shown on the invoice.
- (j) **Implications of non-payment.** If you do not make any payment to the Nursery by the due date for payment, we may:
 - (i) refuse to allow your child to attend the Nursery while the Fees remain unpaid or if there is a repeated or persistent failure by you to pay the Fees on time. This applies in addition to our right to terminate this contract under Clause 11;
 - (ii) refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;
 - (iii) inform any other nursery or educational establishment to which you propose to send your child of any non-payment or late-payment; and/or
 - (iv) 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 of the Fees, 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 £12 including VAT may also be levied by the Nursery in respect of each letter sent to you by the Nursery in respect of late payment of the Fees.
- (k) **Our ability to increase the Fees.** The Fees will be reviewed from time to time (usually annually) and may be increased. We shall give at least two months' notice of any increase in the Fees due for a particular month.
- (l) **Our ability to increase the Specified Charges.** We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges.

- (m) **Fees and Specified Charges will not be reduced due to your child's absence.** Fees and any prepaid Specified Charges will not be reduced or refunded as a result of absence due to illness or otherwise.
- (n) **Other circumstances where the Fees and Specified Charges will not be reduced.** There will be no discount or refund of Fees or Specified Charges where:
- (i) 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; and/or.
 - (ii) your child regularly arrives late or is collected early during the stated funded hours session. In the event you are more than 30 minutes late or part thereof, late in collecting your child, you will be charged £10 (£12 including VAT).
- (o) **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 necessary, so that we can verify:
- (i) your identity;
 - (ii) your child's identity;
 - (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - (iv) your child's right to enter, live and study in the United Kingdom; and
 - (v) the source of funds you are using to pay the fees.

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

- (p) **Allocation of payments to your fees account.** Except where expressly agreed with you otherwise, the Nursery shall be entitled to allocate payments from you to your account as it sees fit. For example, the Nursery shall be entitled to allocate a payment in respect of one child to the unpaid account of any other child of yours at the Nursery or 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 end of their nursery education), you shall either give two months' notice to that effect or shall pay to the Nursery two months' fees in lieu of notice, at the full session fee rate for the final two months of provision had the required notice been given. If applicable, the Nursery will credit the deposit you have paid (without interest) to the payment of any such fees in lieu of notice.
- (b) **Notice to change your child's place at the Nursery.** If you wish to change your child's place at the Nursery by **decreasing** the number of sessions they attend, you must either give two months' notice or pay to the Nursery the difference between the Fees for your child's existing place and the Fees for your child's new number of sessions as fees in lieu of notice. If you wish to change your child's place at the Nursery by **increasing** the number of sessions they attend, you must obtain the Head's prior written agreement.
- (c) **When the relevant amount in lieu of notice must be paid.** In cases under Clause 4(a) or (b) 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.
- (d) **Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge.** If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge, you must either give a two

months' notice to that effect or pay to the Nursery as a debt two months' Specified Charges for the relevant Service in which your child has ceased to participate or receive.

- (e) **Withdrawal part-way through a two-month period does not reduce the amount you owe to the Nursery.** It is not possible for you to reduce the amount of Fees or to obtain a refund by withdrawing your child or by your child's ceasing to participate part-way through a two-month period.

5. Nursery Expectations

It is a condition of remaining at the Nursery that you and your child comply with the Nursery Expectations.

6. The Nursery's Obligations

- (a) **The period of your child's nursery schooling.** Subject to these terms and conditions, the Nursery will provide the Services (except any optional Services that you have chosen not to receive) and 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. Progression from Nursery to the school is not automatic.: If you would like your child to join Crackley Hall's Reception class you must apply. See Crackley Hall admissions policy.
- (b) **The scope of our duty to exercise reasonable skill and care.** We will exercise reasonable skill and care in the provision of the Services. 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.** Your consent will be sought prior to any trips or visits your child is eligible to participate in whilst in Nursery, for instance a Christmas Theatre trip. At the same time, you will be notified of any associated costs, which would be added to your invoice should you consent. These charges are specified charges.
- (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
 - (i) take action (for example, by contacting the emergency services);
 - (ii) try to contact you and, if we cannot contact you, try to contact your named emergency contacts;
 - (iii) share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - (iv) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- (e) **Our right to make changes at the Nursery.** From time to time, it may be necessary to make changes to any aspects of the Nursery, including to the manner of providing the Services and to nursery dates, the nursery day, the Nursery's premises and facilities and we reserve the right to do so. Where practicable, we will give you notice of any planned changes that we regard as significant.

- (f) **Monitoring your child's development at the Nursery.** We shall monitor your child's development at the Nursery and produce an end of year written report. You will also receive regular updates via the Nursery communication app, FAMLY. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia, autism, ADHD or other conditions. A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the Nursery to understand the nature and extent of your child's needs and what support it may be appropriate for the Nursery to consider. We expect you to engage with the Nursery in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's development and needs including in relation to obtaining such formal assessments. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Nursery Manager, the Nursery cannot provide adequately for your child's needs.
- (g) **Religious observance.** Religious observance at the Nursery shall be conducted in accordance with the Foundation's ethos.

7. 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 Nursery Manager 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 Manager and Nursery staff in good faith, including by:
- maintaining a courteous and constructive relationship with Nursery staff and all Foundation staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the Nursery and Foundation staff are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
 - complying with the Nursery Expectations any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;
 - 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 and are shared in a timely and transparent manner;
 - 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 the Services; 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, injuries or viruses. You must also provide on request by the Nursery any reports or other materials and information 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 11(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.
- (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 care or welfare.
- (f) **You must notify us of any court orders that relate to, or that may impact upon, the provision of childcare 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 childcare to your child.
- (g) **We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.** Except under Clause 7(j) below the Nursery is entitled to treat any communication, instruction, authority, request or prohibition received from any person who has signed the Confirmation of Acceptance as having been given on behalf of all such persons.
- (h) **We require you to nominate two emergency contacts for us to contact in your absence.** You must provide the Nursery with the names and contact details of two (2) emergency contacts who we can contact if we cannot reach either of you.
- (i) **You must notify us of your child's absence from Nursery.** The Nursery Manager must be informed in writing of any reason for your child's absence from Nursery. All absences can be notified via the FAMILY app.
- (j) **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.
- (k) **Raising concerns with the Nursery and making formal complaints.** If you have cause for concern about 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 11.

8. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at Nursery.

9. Data Protection

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 9, 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.

10. 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.

11. 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 on two months' notice in writing to you. In addition, the Nursery may end this contract at any time by notice in writing to you if:

- (i) the Nursery Manager considers that:
 - (a) the Nursery is unable to meet your child's needs; and/or
 - (b) the removal is in the Nursery's best interests and/or those of your child and/or other children; and/or
 - (c) **your** behaviour or conduct is unreasonable; and/or represents a serious or persistent breach of the Nursery Expectations any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the Nursery, and/or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute (among the Nursery community or the general public); and/or is not in accordance with your obligations under this contract;
- (ii) 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;
- (iii) you (or either of you) are in breach of any of your obligations under this contract such that we have a legal right to end the contract;
- (iv) you (or either of you) are unable to demonstrate to us that you will be able to pay the Fees due under this contract and/or repeatedly or persistently fail pay the Fees 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;
- (v) 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 or that

is relevant to the provision of the Services by the Nursery to your child (such as misrepresenting at any point in time any information about your child's health, medical conditions, special educational needs, disability or allergies);

(vi) in the Nursery Manager's reasonable discretion, the Nursery is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.

(b) **What happens if the Nursery terminates this contract.** Should the Nursery terminate this contract:

- i. under Clause 11(a)(i)(c) or Clauses 11(a)(ii) – 11(a)(v): you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the month in which this contract is terminated;
- ii. under Clause 11(a)(i)(a) or 11(a)(i)(b): you will be entitled to a refund or remission of Fees due (whether paid or payable) in or relating to the month in which this contract is terminated; and
- iii. in any event:
 1. any deposit will be forfeited and retained by the Nursery;
 2. fees in lieu of notice will not be payable; and
 3. any Fees that have been prepaid for or relating to any month after the month in which this contract is terminated will be refunded.

(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 Specified Charges. After this contract ends, you and the Nursery will keep any rights each has under, or as a matter of, general law.

12. Events outside of our/your control

What happens if there is an "event outside of our/your control". In this Clause 12 "event" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, or terrorist attack. If an event arises which prevents your child wholly and completely from attending the Nursery or receiving any of the Childcare Services (whether at the Nursery or remotely) for more than six (6) months, the Nursery or you will be entitled to terminate this contract on written notice. In such circumstances, you will not be required to provide two months' notice or to be fees in lieu of notice.

13. 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 Manager.** Communications (including notices) must be addressed to the Nursery Manager 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. The Nursery expects you to consult with the Nursery Manager 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 Confirmation of Acceptance.

14. Interpretation

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

15. 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 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).

16. 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 childcare at the Nursery. The Nursery will give you two months' notice of any such modifications.

17. 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.

RI/Stone King
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