HURLINGHAM SCHOOL AND NURSERY
EST. 1947

NURSERY
TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide educational services.

Why you should read them. 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.

In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the Nursery and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the admissions secretary to discuss.

1. Definitions

(a) Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

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

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

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

"contract" has the meaning given in Clause 1(c) below;

"fees" means the termly fees;

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

"Schedule of Fees" means the note of the Nursery's prevailing fees notified to you from time to time and details of which remain available on the Nursery's website and from the Nursery at any time upon request;

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

"a term's notice" means **written** notice to the Head, sent via the Nursery secretary and given not later than the first day of the term before the term to which the notice relates1;

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

"we" or the **"Nursery"** means the legal entity carrying on as the Nursery as identified in Clause 1(b) below and includes the Nursery; and

"you" or the **"parents"** means each person who has signed the Acceptance Form as a parent of the child, or a person who with the Nursery's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for**

[1] So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before.

example", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

(b) Who we are. We are Hurlingham Nursery School Ltd., a company registered in England and Wales. Our company registration number is 7677192 and our registered office is at 122 Putney Bridge Road, London SW15 2NQ.

(c) Our contract with you. The **Acceptance Form** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the **"contract"**) between you and the Nursery. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) How you accept our offer of a place. An offer of a place for your child in Hurlingham Nursery is accepted by your returning the completed **Acceptance Form** to us by the date stipulated in your offer letter and paying the acceptance fee. By accepting the offer of place You also confirm your intention for your child to progress to the Reception year at Hurlingham School. Please see also clause 5 (b).

(b) Holiday club. When accepting a place in Hurlingham Nursery you can also accept a place in our holiday club if you indicated that you would like a place when submitted your online registration form. There are additional holiday club terms and conditions appended to these terms and conditions.

(c) The non-refundable status of the Acceptance Fee. **The Acceptance Fee is not refundable if your child does not take up a place at the Nursery.** As soon as your child starts at the Nursery, however, the Acceptance Fee becomes the deposit. This deposit then forms part of the general funds of the Nursery until such time as your child leaves the Nursery when, subject to the fulfilment of the notice requirements, it will be repaid to you, without interest, less any sums due. The exception to this is where Your child will progress from the Nursery to Hurlingham School when you accept that the deposit, less any sums due and owing to the Nursery, will be transferred to Hurlingham School to become part of the school's deposit.

PLEASE READ THIS NEXT SECTION CAREFULLY *-it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the Nursery and what happens if you withdraw at that stage.*
The cancellation of a place which has been accepted can cause losses to the Nursery, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

3. Withdrawing your Acceptance of a Place before your child joins the Nursery

(a) Cancellation rights. If our offer of a place and your acceptance are both made entirely at distance by means of post, fax or electronic communication without either of you meeting face to face with a member of our staff during the contractual process, you have the right to cancel this agreement at any time within 14 days of the day after we receive your completed and signed acceptance form. In such circumstances the Acceptance Fee will be refunded together with any Fees paid pro-rated if we have provided any educational services under this agreement. Information about the right to cancel and how to cancel is set out in our cancellation notice and form published on our website.

(b) Withdrawing your acceptance of a place offered in the term before your child starts at the Nursery. Except for where clause 3 (a) applies, if the offer of a place is made within a term of the proposed start date for your child, you may withdraw your acceptance and terminate this contract by notifying the Nursery in writing at any time before your child's start date but you shall pay one term's fees together with any taxes as applicable at the rate payable for the Term in which your child was due to start at the Nursery, less the Acceptance Fee, payable as a debt.

(c) The period of notice we require. **Except where clause 3(a) or clause 3 (b) applies, if you wish to withdraw your acceptance of a place BEFORE your child starts at the Nursery you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.** This means that if, for example, your child is due to start at the Nursery in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year). See Clause 5 (a) below.

(d) If we receive that period of notice. **If such notice is received by the Nursery by that time, the Acceptance Fee will be forfeited in accordance with Clause 2 (c) above and no further fees will be payable.**

(e) If we do not receive that period of notice. **Subject to the remainder of Clause 2 (c), if such notice is received on or after that date, a term's fees shall be charged at the rate applicable for the term your child is due to start and the Nursery shall credit the monies received from you (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the Nursery shall be entitled to retain these funds on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.**

4. Nursery Fees, Supplemental Charges and Payment

(a) What the fees include. The fees include all the costs incurred in the usual course of the education by the Nursery of your child (including the agreed additional services package for those claiming the universal entitlement of 15 or 30 hours free early education and childcare per week) and the provision of any necessary educational materials are included in the fees unless otherwise notified to you by the Nursery at any time (either in the Schedule of Fees or otherwise).

(b) What the fees do not include: supplemental charges. 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**. Additional charges incurred by the Nursery in providing for the special educational needs of your child may also be charged as supplemental to the fees.

(c) Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

PLEASE READ THIS NEXT SECTION CAREFULLY *-it deals with your responsibility to pay the fees and supplemental charges.*

(i) Who is responsible for ensuring payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the Nursery. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the Nursery for all of the fees and supplemental charges due UNLESS AND UNTIL the Nursery has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the Nursery are paid. In practice this means that if fees or supplemental charges have not been paid to the Nursery then in order to recover the outstanding payments, the Nursery can seek payment of the full amount outstanding from either parent.

(ii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the Nursery by submitting a term's notice but that person **must** obtain the prior written consent of both the Nursery and the other person who has signed the Acceptance Form.

(iii) How bursary etc awards are treated. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the Nursery, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the Nursery.

(d) How the fees are charged and payment requirements. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term**. Each term's 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 4.(c)(i) above). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the Nursery if you do not pay on time.**

The Nursery may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the Nursery and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit in not more than four (4) instalments (unless otherwise agreed in writing by the Nursery) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The Nursery will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

Payment of Fees and Bank Charges

All payments of our termly invoice must be made in full and in cleared funds, without any deduction or set-off. The client shall be solely responsible for paying any and all banking charges, fees, commissions, and expenses incurred in connection with the transfer of funds, whether imposed by their bank, our bank, or any intermediary bank.

If, for any reason, we receive an amount that is less than the full invoice amount due to such charges, we reserve the right to invoice the client for the outstanding balance, which shall be added to the next term's invoice.

(d) Payment of supplemental charges. All supplemental charges for each term (and other unpaid supplemental charges that were agreed during the previous term) will be included in the Nursery's fees invoice. **All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term**.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.*

(f) *(i)* *Non-payment of fees: refusal to attend Nursery*. **We may refuse to allow your child to attend the Nursery or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.**

(ii) *Non-payment of supplemental charges: refusal to participate in the relevant activity*. **We may refuse to allow your child to participate in the relevant extra-curricular activity, while the applicable supplemental charge for that activity remains unpaid.**

(iii) *We can charge interest if you pay late*. If you do not make any payment to the Nursery by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the Nursery's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the Nursery the interest together with the overdue amount.**

(iv) *We can recover our costs for recovering late or non-payments*. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the Nursery's favour).

(v) *We can notify other educational institutions of your outstanding payments.* **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets our right to increase the fees during the course of your child's time at the Nursery.*

(g) Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the Nursery before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the Nursery under Clause 5(a) below.**

(h) *Fees and supplemental charges will not be reduced due to your child's absence*. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what period of notice we require from you if you wish to withdraw your child from the Nursery, or remove your child from participating in an activity for which there is a supplemental charge.*
*Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the Nursery's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "**fees in lieu of notice**".*

5. Notice Requirements

(a) Notice to withdraw your child from the Nursery. **Except where clause 5 (b) applies, if you wish to withdraw your child from the Nursery, (other than at the end of the Summer Pre-school term), you must either give us a clear term's notice to that effect or pay to the Nursery a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year).

(b) Notice that the child will not progress to Hurlingham School: if You do not wish for Your child to progress from the Nursery to Hurlingham School, you must provide Hurlingham School with Written Notice on or before 15 September in the academic year before progression.
At that point, the £2,000 deposit currently held by the Nursery will be transferred to the Prep School as your Acceptance Fee for Reception. If you fail to provide Hurlingham School with Written Notice by that date, Your £2,000 Nursery Deposit will be forfeit.
A further deposit payment of £2,000 will then be required by the first day of the Summer Term.
At this point if You do not wish for Your child to take up their place at Hurlingham School for the forthcoming academic year, You must provide Hurlingham School with Written Notice on or before the first day of the Summer Term. If Hurlingham School does not receive such Written Notice by that date, it will assume that Your child will take up the place and You will be liable to pay Hurlingham School's fees for the forthcoming Autumn Term.

(c) When the relevant amount in lieu of notice must be paid. In cases under (a) and (b) above, the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if the required notice had been given.

(d) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the Nursery as a debt a term's charges for the activity in which your child has ceased to participate.

(e) 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.**

6. Overarching Expectations

(a) Your child must conform to any and all rules of appearance, dress and behaviour as we may issue.

7. Suspension, Exclusion and Required Removal

(a) The Head's discretion to suspend or exclude your child from the Nursery. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the Nursery if the Head considers that your, or your child's, conduct or behaviour (including behaviour or conduct outside Nursery) is unsatisfactory and the suspension or exclusion 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. Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the Nursery if the Head considers that:

(i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the Nursery, or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute; and/or is not in accordance with your obligations under this contract, in particular your obligations set out in clause 9(b)(i) or where we have cancelled this contract under Clause 14 below;

(ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the Nursery's best interests and/or those of your child or other children.

If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the Nursery) will be refunded.

(c) What happens if your child is suspended, excluded or removed from the Nursery.

(i) Should the Head exercise his or her right under either Clause 7(a) or Clause 7(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 and (save in the case of suspension) the deposit will be forfeited meaning that the Nursery will retain the deposit. If you are required to remove your child from the Nursery as a result of the Head exercising his discretion under Clause 7(c)(ii) then the deposit will be credited in the usual way (see Clause 2(c)).

(ii) If your child is excluded or you are required to remove your child from the Nursery, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

(d) Impact of exclusion or required removal on this contract. Provided you have paid the Nursery's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the Nursery.

(e) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the Nursery and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure. Until the review is complete, your child will be deemed to be suspended from Nursery.

8. The Nursery's Obligations

(a) The period of your child's schooling. Subject to these terms and conditions, the Nursery will accept your child as a pupil of the Nursery from the time of joining to the end of the Summer term in their pre-school year after which it is expected that Your child will progress to Hurlingham School.

(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 will 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 or she is taking part in a Nursery activity or otherwise under the supervision of a member of Nursery staff.**

(c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in sports and activities which may entail some risk of physical injury.

(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 if practicable try to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**

(e) Our right to make changes at the Nursery. Our prospectus and website describe the broad principles on which the Nursery is presently run. However, from time to time it may be necessary to make changes to any aspects of the Nursery, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the Nursery is required to close the Nursery premises)).

(f) We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the Nursery before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the Nursery under Clause 5(a) above.

(g) Monitoring your child's progress at the Nursery. We will monitor your child's progress at the Nursery and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions**. A formal assessment can be arranged either by you or by the Nursery at your expense.

9. The Parents' Obligations

(a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith 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:

(i) maintaining a courteous, respectful and constructive relationship with Nursery staff such that mutual trust and confidence is preserved (including where the Nursery is exercising its rights and performing its obligations under this contract);

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

(iii) keeping the Nursery up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);

(iv) 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 it) are not withheld;

(v) providing cooperation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of education (including where the Nursery may wish/need to provide such education remotely); and

(vi) 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 and remaining at the Nursery that you complete and submit to the Nursery a medical questionnaire in respect of your child.** You must 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. You must also provide us, whether upon further request by the Nursery or otherwise, any reports or other materials relevant to any of the same.

(d) Circumstances where we may require you to keep your child away from 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 passed. Where it is considered appropriate in such circumstances that persist for periods longer than a week, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(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 for 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; and provide us with legally certified copies of them. You must inform the Nursery if, at any time prior to or during your child's time at the Nursery, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of education to your child. These 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; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the Nursery with legally certified copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

(g) We require you to nominate a 'responsible adult' for us to contact in your absence. **It is a condition of your child's joining and remaining at the Nursery that you complete and submit to the Nursery a parental absence form for your child.** Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the Nursery is not able to contact you.

(h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the Nursery, the Nursery is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the Nursery is entitled to treat:

(i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

(ii) any communication from the Nursery to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY *-it sets out who needs to sign a notice of withdrawal of your child.*

(i) We are entitled to require that notices of withdrawal must be signed by both parents where in certain circumstances the Nursery deems it appropriate.

(j) You must notify us of your child's absence from Nursery. In the event of your child being absent for whether through illness or another reason you must inform the Nursery office prior to the start of the Nursery day. **If your child has diarrhoea or vomiting, they must stay at home for 48 hours after it has stopped.**

(k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the Nursery you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive Nursery days then you must inform the Nursery immediately in writing and provide the details required by the Nursery as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

(l) 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 undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the Nursery's website and is otherwise available from the Nursery at any time upon request.

10. Insurance

Insurance arrangements. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

PLEASE READ THIS NEXT SECTION CAREFULLY
It will not always be necessary or practical for us to obtain consent for every use we make of personal data. The law recognises this but does require that we set out these uses clearly as far as possible. Please also see our 'Data Protection Policy' which is available on the School's website.

11. How we may use Personal Information: References, Confidentiality and Data Protection

(a) We may provide a reference 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 will be confidential. We may also pass on duplicates of Nursery reports. 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 responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

(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 may include name, contact details, Nursery 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) managing relationships between the Nursery and current pupils/parents and fulfilling our obligations under the contract with you;

(ii) promoting the Nursery to prospective pupils/parents;

(iii) publicising the Nursery's activities;

(iv) communicating with the Nursery community and the body of former pupils

(v) pupil assessment.

In respect of (ii), (iii) and (iv), this includes use of such information by the Nursery in/on the Nursery's prospectus (in whatever format or medium it is produced/made available) and the Nursery's website(s).

(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 (or relating to) you and/or your child that is held by the Nursery; and

(ii) inform the Nursery of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the Nursery, including relevant contact details.

(d) We will send information (e.g., reports) 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 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 1998 (as amended or superseded)).

(e) Data Protection Law. The Nursery will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 in the General Data Protection Regulations) and other related legislation. We will process such personal data:

(i) as set out in this Clause 11, and in the Nursery's 'Data Protection Policy' which is 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.

12. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

13. Changes in Ownership, etc.

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the Nursery (including changes to the legal entity that owns and runs the Nursery) or amalgamation of the Nursery with another we may transfer the undertaking of the Nursery to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out the rights we have, and that you have, to cancel this contract early (that is, before the end of the academic year in which your child will have their fifth birthday).*

14. Ending this Contract

(a) Our rights to end the contract. The Nursery may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

(i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us giving final notice to you in writing that such payment is due;

(ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the Nursery to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);

(iii) you fail or refuse to complete and submit to the Nursery a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;

(iv) you (or either of you):

(aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;

(bb) are otherwise unable to pay your debts as they fall due;

(cc) are the subject of a bankruptcy petition or order; or

(dd) you enter into an individual voluntary arrangement; or

(v) you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the 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.

(b) Your rights to end the contract. You may end this contract at any time by notice in writing to the Nursery if:

(i) you have a legal right to end the contract because of something we have done wrong; or

(ii) the Nursery becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

or

(iii) you decide to remove your child from the Nursery and give the appropriate period of notice as set out in Clause 5.

(c) When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the Nursery's final invoice or at the end of the academic year in which your child will have their seventh birthday, whichever is later.

(d) 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. After this contract ends, you and we will keep any rights we have under general law.

15. Events outside of our, or your, control

(a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts 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, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 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 arises which prevents or delays the Nursery's performance of any of its obligations under this contract, the Nursery shall give you notice in writing 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/or minimise the effect of the event and subject to Clause 15(c), 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 in the circumstances the Nursery shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely). If the Nursery serves a notice under this clause, you acknowledge that you are required to perform your obligations under this contract, including the obligations to pay fess as and when they become due.

(c) What happens if you are affected by an event outside of **your** control. If you are prevented or delayed in the performance of your obligations under this contract due to reasons caused by an event you will give the Nursery notice in writing of such circumstances and the following provisions will apply:

(i) In consultation and cooperation with the Nursery you will do everything you reasonably can to minimise the impact of the event in order to continue to perform the 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; and

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the Nursery then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event.

(d) Events lasting more than 6 months. If the Nursery or you are prevented from performing their obligations as a result of an event for a period of more than six (6) consecutive months, the affected party shall notify the other of the steps it plans to take to ensure performance of the contract after such period and the other party shall then, following receipt of such notice, be entitled to end this contract on written notice and in your case without paying fees in lieu of notice.

16. Communications between you and the Nursery

(a) Notices must be in writing. When this contract requires you or the Nursery to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

(b) We will use the contact details held by the Nursery to contact you. Communications (including notices) will be sent by the Nursery to you at the address(es) shown in our records, or using your

other contact details included in our records. **You must notify the Nursery of any change of address(es) or other contact details.**

(c) How to provide written notice to the Nursery. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

(i) sent to the Nursery using this email address: **nursery.office@hurlinghamschool.co.uk.co.uk**

(ii) delivered by hand to the Nursery;

(iii) sent to the Nursery by post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(c)(iii), 5(a), 5(b) or 5(d) of these terms and conditions[2] you telephone the Nursery to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 working days (during a Nursery holiday period) after sending the notice.

17. The Law that applies to this contract and where legal proceedings may be brought

(a) The law that applies to this contract. The contract between you and the Nursery is governed by English Law and either you or the Nursery must bring legal proceedings in respect of this contract in the English courts.

(b) Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the Nursery. The Nursery will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

[2] ie, those provisions dealing with **withdrawing** your child from the Nursery or otherwise changing your child's place at the Nursery or the activities that your child is undertaking at the Nursery

HURLINGHAM NURSERY
HOLIDAY CLUB - TERMS AND CONDITIONS

1. **"we"** or the **"Nursery"** has the meaning set out in clauses 1 (a) and 1(b) in the Nursery's main terms and conditions.
2. **"you"** or the **"parents"** has the same meaning set out in clause 1 (a) in the Nursery's main terms and conditions.
3. You understand that places for the Holiday Club are subject to availability will be offered from the waiting list in order of application. Only pupils of Hurlingham School or Hurlingham Nursery are eligible to participate in the Holiday Club.
4. If you would like your child to attend the Holiday Club, you should indicate where applicable on the registration form for a place at the Nursery.
5. Fees for the Holiday Club will be invoice in advance. You agree that you are jointly and severally liable to pay the fees before the date specified on the invoice.
6. The Nursery reserves the right to refuse the child's participation in the Holiday while fees remain unpaid. Late payment interest may be charged at the rate set out in clause 4 (f) (iii) of the Nursery's main terms and conditions.
7. If you wish to cancel the place at the Holiday Club we require you to provide us with at least one half term's notice in writing. The following cancellation charges apply:
    1. More than three (3) weeks' notice - full refund of the Holiday Club fees;
    2. Between three (3) weeks' and one (1) weeks' notice - refund of 50% of the Holiday Club fees;
    3. Less than one (1) weeks' notice - no refund of the Holiday Club fees.
8. You agree that your child shall be subject to the policies and procedures of the Nursery at all times when participating in the Holiday Club.
9. We may terminate the Holiday Club agreement immediately if you are in material breach of these terms and conditions or if your child's behaviour is deemed by the Nursery to warrant such action.
10. We may otherwise terminate the Holiday Club agreement on a half term's written notice. We will not terminate this agreement without good cause and consultation with you.
11. The jurisdiction clause 17 in the Nursery's main terms and conditions shall apply to this Holiday Club agreement.