

## 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 School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold, or that are otherwise highlighted to make them 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 School 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 Registrar (01733 355740) 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. Please take note of them.

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

"**child**" means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

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

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

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

"**fees**" means the termly fees set out in the Schedule of Fees;

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

"**Nursery**" means the operating division of The Peterborough School that provides childcare for children from 0 until they start in Reception. Use of the word "School" in this document encapsulates the Nursery.

"**Nursery Manager**" means the person appointed by the Headmaster from time to time 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 School's prevailing fees notified to you from time to time and a copy of which remains available from the School at any time upon request;

"**School Rules**" means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. See Appendix 1.

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

"**notice**" means **written** notice given not later than one month preceding the date to which the notice relates<sup>i</sup>;

"**terms and conditions**" means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below; 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 School's express written consent replaces a person who has signed the Acceptance Form.

Also in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

(b) Who we are. We are The Peterborough School Limited, a company registered in England and Wales. Our company registration number is 01182629 and our registered office is at The Peterborough School Limited, Thorpe Road, Peterborough, Cambridgeshire, PE3 6AP.

(c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** 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 School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## 2. Application

Application is to be made to the Nursery Manager on the form provided and accompanied by a non-refundable administration fee of £50. The School will confirm the availability of a place or the entering of the child's name on a waiting list. The prospectus of the School is informative and does not form part of this contract.

## 3. Acceptance and Deposit

(a) How you accept our offer of a place. An offer of a place for your child at the Nursery is accepted by your submitting the completed Acceptance Form and paying the deposit.

(b) The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the Nursery.** The exception to this is where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs.

(c) How we use the deposit. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

## 4. Nursery Fees and Supplemental Charges

(a) What the fees include. All the costs incurred in the usual course of the education by the Nursery of your child, including the provision of any necessary educational materials shall be met by the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise). This will include all snacks, lunches and refreshments provided during Nursery hours.

(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**.

## 5. Attendance

(a) The minimum attendance is two morning sessions for the Nursery. Within these limits there is freedom for the parent to select the sessions that they prefer, subject to sufficient space. Attendance at the sessions booked and paid for is not mandatory though parents should advise the School of intended absences. Where a child does not attend a booked session no reduction of fees is due.

(b) Attendance may be changed by application to the Nursery Manager who will book extra sessions or change the days of attendance as required. On occasion there may not be sufficient space to allow attendance at a particular session and an alternative may have to be offered. It is assumed that attendance will normally increase. Where there is a reduction in attendance, no refund of fees paid nor reduction in unpaid fees will be made.

## 6. Arrival and Departure

Children should be brought not more than fifteen minutes before the start time of the relevant setting though staff will where possible accommodate marginal variations. The child should be positively delivered to the door of the Nursery and handed over to a member of staff. Children are to be collected promptly at the end of the session and will be returned by a member of the Nursery staff to the parent. Where a different person will be collecting the child, the parent must ensure that Nursery staff are made aware of this beforehand, and preferably in writing.

## 6. Special Needs

Each child entrusted to the Nursery is recognised as an individual whose character will become well known to the Nursery staff with time. However parents know their own child much better than the Nursery staff ever will and it is required that parents fully advise the Nursery staff of any behavioural or medical problems. Where the child needs medicines to be administered the School has established routines which must be followed by parents and which include the requirement for specific written instructions and for labelling of medicines.

## 7. In-loco Parentis

Parents must recognise and accept that while the child is at the Nursery the Nursery staff may act in loco parentis in the absence of the parent. Where possible the staff will contact the parent at the emergency contact telephone number advised but this will not prevent the staff from taking suitable action in loco parentis.

## 8. Fees

Fees are based on the type and number of sessions booked in each week. The fee schedule is normally issued during the Spring Term for the following academic year with fee invoices issued at the end of one month for the following month. Any increase in fees will usually be upon a half-term's notice but the right is reserved to change fees at any time without notice.

## 9. Nursery Education Funding

Parents must meet in a timely manner any statutory or other requirements that may be imposed from time to time by the Peterborough City Council (the Local Authority) in the provision of Nursery Education Funding (NEF) e.g. the provision of proof of age and attendance declaration. Only morning sessions qualify in respect of NEF. It is not possible to apply for or to receive NEF retrospectively.

## 10. Payment

Payment of fees is due by monthly instalment payable against the invoice within 28 days. Where attendance is changed, a revised or supplementary fee invoice is issued and is payable not less than fourteen days after issue. The liability to pay fees is the joint and several liability of each person who has signed the application form as father, mother, step-parent or guardian. No refunds are given for absence due to illness or any other reason. **We may not allow your child to attend the Nursery if you do not pay on time.**

## 11. School Rules

The parents and the child will comply with all rules and regulations of the School as may be published from time to time.

## 12. Termination & Notice

(a) **Parents must give a full month's written notice before withdrawing their child from the Nursery or the next month's fees will be payable in lieu.** Notice given orally or given in writing by or to any other person will not count as good notice. *Withdrawal part-way through a month does not reduce the amount you owe to the School. The Nursery's affairs are organised on a monthly 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 month.* Any waiver of these requirements will only be effective when written and signed by the Head.

(b) The School may terminate this agreement without notice. Fees will be refunded in direct proportion to the sessions thus not taken. No other payment whatsoever is or shall become payable due to such termination.

## 13. Recovery of Unpaid Fees

The right is reserved to charge interest at the rate which the Bursar in his discretion considers reasonable on unpaid fees. All costs incurred in the collection of unpaid fees including the School's administrative costs and any costs and disbursements paid to solicitors shall be recoverable in full.

## 14. Complaints

Parents who are not satisfied with the care or progress of a child must inform the Head without delay and in writing, in accordance with the School's complaints procedures as published on its website.

## 15. Insurance

Parents must satisfy themselves that the child has the insurance cover required against accident and loss or damage to personal property while attending the Nursery. The School does not provide or maintain any insurance covers beyond those prescribed by law.

## 16. Court Orders and Precautions

Parents must inform the Head in writing immediately of any court orders in relation to the child for example as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments. It is the responsibility of the parent to inform the Head immediately and in writing and by a personal visit in case of urgency if the Nursery or School is required to give any special precautions for the protection of the child.

## **Appendix 1 – School Rules.**

Each family is supplied with a copy of the Parents' Handbook, which gives detailed information about the ethos, rules and discipline policies of The Peterborough School. The pupils are also supplied with a planner at the beginning of each year that covers the same areas of School expectation in overview format. The purpose of the parents' handbook and the pupil planner is to help all of the School community understand the School's high expectations of courtesy, conduct and consideration for others. Each pupil and parent should read these expectations in the Parents' Handbook.

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