

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 otherwise highlighted to stand out. This is 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 any of the terms further explained to you, then please contact the Business Manager businessmanager@bmprep.co.uk.

Definitions

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 is not intended to 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 1.3;

"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;

"Manager" 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, which is normally the Nursery Manager but includes anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the published note of the Nurseries prevailing fees notified to you from time to time and a copy of which remains available on the Nursery website and from the Nursery at any time upon request;

"**acceptable notice**" means **written** notice given not later than eight weeks *before* the date to which the notice relates;

"**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 school as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for 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 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.

Who we are. We are **Broughton Manor Nursery**, a company registered in England and Wales. Our company registration number is 12117209 and our registered office is at St Botolph Building, 138 Houndsditch, London, United Kingdom, EC3A 7AR.

Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **Nursery Behaviour Policy** 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.

1. Acceptance and Deposit

- 1.1. How to accept our offer of a place. An offer of a place for your child at the Nursery is accepted by submitting the completed Acceptance Form and paying the deposit. Deposits will not be taken for fully funded places unless the place is being booked in advance for more than 4 weeks.
- 1.2. The non-refundable status of the deposit. **The deposit is not refundable if your child does not take their place at the Nursery.** The limited exception to this is where notice is given in accordance with **Clause 2** below and the Nursery actually fills the specific vacancy created by your child's withdrawal, in which case the Nursery shall refund the deposit to you less its costs in administering your dealings with the Nursery or a reasonable estimate of those costs.
- 1.3. How we use the deposit. The deposit will form part of the general funds of the Nursery until it is credited without interest to the final payment of the fees or other sums due to the Nursery on your child's leaving.
- 1.4. If you opt out of additional charges for additional hours, meals and snacks, your deposit will be refunded as deposits are not payable on fully funded places (opting out does have an impact on your accessible nursery provision).

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 their children's nursery schooling 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.

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

- 2.1. Notice to withdraw your acceptance of a place before your child joins the Nursery. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the Nursery you must either give us eight weeks' notice to that effect or pay to the Nursery eight weeks' fees in lieu of notice.** This means that if, for example, your child is due to start at the Nursery on 1st September then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of 1st July or pay the fees in lieu referred to above. This is not applicable to funded only places. Fully funded places will require four weeks notice of withdrawal as per government guidance.
- 2.2. If we receive the correct eight weeks' notice. If you provide the correct eight weeks' notice, you will have your deposit returned by way of a reduction off your last invoice (or refund by bank transfer) and no further fees will be payable. Should you pay a deposit and not take up the place, the deposit will only be refunded in this instance if the nursery can fill the place.
- 2.3. If we do not receive that period of notice. If you do not provide us with notice eight weeks before your child was due to start (or if no notice is provided at all) eight weeks' fees will be payable by you and will become due and owing to the Nursery upon demand as a debt. The eight weeks' fees will be charged at the rate applicable for the eight weeks immediately preceding the date when your child was due to start. The Nursery will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.1 above) to the payment of the eight weeks' fees you will owe us.

3. **Nursery Fees, Additional Charges and Payment**

- 3.1. What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.
- 3.2. What the fees do not include: additional charges. We refer to any items charged to you in addition to the fees as **additional charges such as meal and snacks.**
- 3.3. Funding. **Our nursery places are part-funded with optional charges.** Parents may access the appropriate 15 or 30 hour funding dependent on your booking pattern and number of days attending, as funded hours are limited per day as per government guidance allows. Additional charges are outlined, explaining what they are and what they cover, and what it means if you choose to opt out as per Government legislation.

- 3.4. Should a parent register their child for a fully funded place a registration fee and deposit will not be charged in accordance with legislation, **other than in accordance with Clause 1.1.**
- 3.5. Claiming funding. You **must** notify the nursery if you are claiming funding or spreading funding across more than one setting. If notice is submitted, we will cease your funding from your child's last day provided four weeks notice has been given as per government guidance.
- 3.6. It is **your responsibility to gain an eligibility code** from the local council for the appropriate funding. **It is your responsibility to** ensure you provide the code to the nursery for processing. You will need to reconfirm these codes as advised by childcare account and it is the parental responsibility to ensure all codes are valid for use. **Failure to conform to the above may result in you being unable to claim funding.**

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

- 3.7. 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 person who signs the Acceptance Form therefore 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 additional charges have not been paid, then in order to recover the outstanding payments, the Nursery can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in **Clause 3.8** immediately below.
- 3.8. How one person can remove him/herself from their payment responsibility and circumstances where the Nursery may agree to accept payment from any other person. A person who has signed the Acceptance Form may withdraw from this contract with the Nursery by submitting eight weeks' notice but that person **must** obtain the prior written consent of **both** the Nursery **and** the other person who has signed the Acceptance Form. Otherwise, each of you remains liable to the Nursery for all of the fees and supplemental charges due in accordance with **Clause 4.3** above 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 additional charges.
- 3.9. How the fees are charged and payment requirements. **Each month's fees are charged separately, and the fees payable in respect of each month fall due for payment by you on the first day of that month.** Each month'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 3.8** above). The fees must be paid in full via tax free childcare or by direct bank transfer on or before the first day of the month to which the invoice relates. **We have the right to refuse your child admission to the Nursery if you do not pay on time.**
- 3.10. Late charges. Due to ratio and staffing requirements, it is essential that children are collected on time. A 'late fee' will be charged if you are late to collect your child without notifying the Nursery and you will be asked to sign a form on collection for billing purposes. Should the circumstances be beyond your control, and you were unable to notify the Nursery, it is at the Nursery Manager's discretion whether charges are enforced. A charge will appear on your invoice as 'late charge'.

- 3.10.1. Between 5 and 15 minutes – late charge £15.00
- 3.10.2. Between 16 and 30 minutes – late charge £30.00

3.11. Payment of additional charges. All additional charges for each month (and for other unpaid additional charges that were agreed) will be included in the Nursery's fees invoice. **All such additional charges must be paid in full by tax free childcare or direct bank transfer on or before the first day of that month.**

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.

- 3.12. Non-payment of fees: refusal to attend Nursery. We may refuse to allow your child to attend the Nursery or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- 3.13. We can charge interest if your payment is late. If you do not make any payment to the Nursery by the due date for payment (see **Clauses 3.9 and 3.11** 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 judgement against you. **You must pay the Nursery the interest together with the overdue amount.**
- 3.14. 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, i.e. costs that would be allowable by the courts if judgement was made in the Nursery's favour).
- 3.15. We can notify other educational institutions of your outstanding payments. We may inform any other nursery school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- 3.16. Changes to days/sessions. Should you wish to increase your child's sessions, where possible, we will aim to oblige your request. Please note that spaces are not always available. Should you wish to decrease the number of sessions your child attends, you must give 8 weeks notice. Changes to days attending can only be reflected from the 1st day of each month.

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.

- 3.17. 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 at least eight [8] weeks 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 acceptable notice of withdrawal to the Nursery under Clause 4.1 below.

- 3.18. 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, family holiday or otherwise.
- 3.19. Information on your identity and the source of funds. From time to time, we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
- 3.19.1. your identity;
 - 3.19.2. your child's identity;
 - 3.19.3. your child's right to enter, live and study in the United Kingdom; and
 - 3.19.4. the source of funds you are using to pay the fees.
 - 3.19.5. You must provide the Nursery with the information requested.

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**".*

4. Notice Requirements

- 4.1. Notice to withdraw your child from the Nursery. **If you wish to withdraw your child from the Nursery, you must either give eight weeks' notice to that effect or pay to the Nursery eight week'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.** The Nursery will credit the deposit you have paid (without interest or any entitlement to repayment under **Clause 2.2** above) to the payment of any such fees in lieu of notice. Any exception to the notice period is at the discretion of the Business Manager.
- 4.2. When the relevant amount in lieu of notice must be paid. In cases under 4.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand. For funded only places four week's notice must be applied as per government guidelines)
- 4.3. Notice to withdraw your child from participating in an activity covered by an additional charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a month's notice to that effect or pay to the Nursery as a debt a month's charges for the activity in which your child has ceased to participate.
- 4.4. Withdrawal part-way through a month does not reduce the amount you owe to the Nursery. 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. Not applicable for funded only places.

5. Nursery Behaviour Policy

- 5.1. Compliance with the Nursery Behaviour Policy. It is a condition of remaining at the Nursery that you and your child comply with the Nursery Behaviour Policy. In addition, you must ensure that your child attends Nursery punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the Nursery Behaviour Policy).

6. Suspension, Exclusion and Required Removal

- 6.1. The Manager's discretion to suspend or exclude your child from the Nursery. The Manager/ head of School may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the Nursery if the Manager considers that 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. Fees will not be refunded on such occasions and further charges for excess funding may be made if the nursery has to return funding.
- 6.2. The Manager's discretion requires you to remove your child from the Nursery. Instead of expulsion or suspension, the Manager may in his or her discretion require you to remove your child from the Nursery if the Manager considers that:
 - 6.2.1. **your** (the parents') 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; or
 - 6.2.2. In the reasonable opinion of the Manager, 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.
- 6.3. What happens if your child is suspended, excluded or removed from the Nursery
 - 6.3.1. Should the Manager exercise his or her right under either **Clause 6.1 or Clause 6.2** 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 Manager exercising his or her discretion under **Clause 6.2.2** then the deposit will be credited in the usual way (see **Clause 2.3**).
 - 6.3.2. 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.

- 6.4. *Impact of exclusion or required removal on this contract.* This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the Nursery.
- 6.5. *Your right to decisions to exclude or require the removal of your child reviewed.* You are entitled to have any decisions taken by the Nursery and/or Manager to exclude or require the removal of your child under this **Clause 6** reviewed by a **Chatsworth Schools Director**.

7. The Nursery's Obligations

- 7.1. *The period of your child's nursery schooling.* Subject to these terms and conditions, the Nursery will accept your child at the Nursery from the time of joining the Nursery until they move into Preschool, at which time you will receive a copy of the school's terms and conditions.
- 7.2. *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 direct supervision of a member of Nursery staff.**
- 7.3. *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 contact you 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 anesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).** By signing these terms and conditions you give consent for the school or nursery to call an ambulance for your child if deemed necessary by staff.
- 7.4. *Our right to make changes at the Nursery.* Our website describes 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.
- 7.5. *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 notice of withdrawal to the Nursery under **Clause 2.1** above.
- 7.6. *Monitoring your child's progress at the Nursery.* We will monitor your child's progress at the Nursery and produce written reports and complete notes on Ovivio (formally known as Blossom). **We will advise you if we have any concern about your child's progress, however, we do not undertake to diagnose dyslexia or other conditions.**

7.7. Religious observance. Religious observance will be conducted in accordance with the school's policies and procedures.

8. The Parents' Obligations

8.1. We require your cooperation. 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 cooperation, including, in particular, by you fulfilling your own obligations under this contract.

8.2. Examples of the cooperation and assistance we require. You must cooperate with the Nursery and Nursery staff in good faith, including by:

8.2.1. maintaining a constructive relationship with Nursery staff (including where the Nursery is exercising its rights and performing its obligations under this contract);

8.2.2. encouraging your child in his or her learning, and giving appropriate support at home;

8.2.3. keeping the Nursery up-to-date and informed of all 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 and inclusive of all dietary, medical and allergy information);

8.2.4. 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;

8.2.5. providing cooperation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of education; and

8.2.6. attending meetings and keeping in touch with the Nursery where your child's interest so require.

8.3. 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 medical details via Ovivio in respect of your child.** You must inform the Nursery of any health or medical condition, special educational need(s), disability or allergies 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. **If you withhold from us or otherwise misrepresent information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 13.1 below.** All changes must be reported to the Nursery Manager.

8.4. 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 may be required 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.

- 8.5. You **must** notify us of any special arrangements needed for your child. You must inform the Nursery of any situations where special arrangements or additional needs may be needed for your child, including for their education or welfare.
- 8.6. You **must** notify us of any court orders that relate to, or that may impact, the provision of education to your child. 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. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the Nursery with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 8.7. We require you to nominate **two** 'responsible adults' 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 via Ovivio for your child. Amongst other things this form will nominate two 'responsible adults' for your child who will be delegated the authority by you to make decisions relating to your child, including where the Nursery is not able to contact you.
- 8.8. 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 8.9** below, you (and each of you) accept that the Nursery is entitled to treat:
- 8.8.1. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 8.8.2. 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.

- 8.9. We are entitled to request that notices of withdrawal are signed by both parents. A notice of withdrawal of your child served under this contract must be in writing and signed by each of you as the 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).
- 8.10. You **must** notify us of your child's absence from Nursery. The Nursery must be informed as soon as possible in writing of any reason for your child's absence from Nursery. You can do this by contacting the Head of Nursery. Wherever possible, the Nursery's prior consent should be sought for absence from the Nursery. This became a legal requirement on 1st September 2025.

8.11. Parents **must** notify us in writing 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 one (1) day 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.

8.12. 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.

9. Insurance

9.1. Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at Nursery or for the payment of fees due to absence of your child or closure of the Nursery premises. 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 – *In most cases, it will not in fact be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see our 'Privacy Notice' which is available on the Nursery's website.*

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

10.1. 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 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 are, 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.

10.2. We will need to use information relating to your child, and to you, for certain purposes connected with the running of the Nursery. This will include 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:

- 10.2.1. managing relationships between the Nursery and current children/parents and fulfilling our obligations under the contract with you;
- 10.2.2. promoting the Nursery to prospective children/parents;
- 10.2.3. publicising the Nursery's activities; and
- 10.2.4. communicating with the Nursery community.

10.2.5. In respect of sub-clauses 10.2.2, 10.2.3 and 10.2.4, this includes use of such information by the Nursery in/on the Nursery's website(s) and (where appropriate) the Nursery's social media channels.

10.3. You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

10.3.1. confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the Nursery; and

10.3.2. 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 you or your child that has previously been notified to the Nursery, including relevant contact details.

10.4. We will send information (e.g. Nursery reports) about your child to both of you as a matter of course. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the Nursery (including Nursery reports, correspondence and other materials relating to his or her progress, development and/or education generally). The Nursery will 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 data protection law).

10.5. Data Protection Law. The Nursery will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. We will process such personal data:

10.5.1. as set out in this **Clause 10**, and in the Nursery's 'Privacy Notice' which is available on the Nursery's website as may be amended from time to time;

10.5.2. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

10.5.3. to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

10.5.4. **In the event of a safeguarding concern, as is legislation,** where data is required, this will supersede GDPR.

11. Intellectual Property Rights

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

12. Changes in Ownership, etc

12.1. 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 normal leaving date for the end of your child's nursery schooling which is at the end of August of the academic year in which your child turns 4 years of age).*

13. Ending this Contract

13.1. *Our rights to end the contract.* In addition to the Nursery's right to terminate under **Clause 6**, 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:

13.1.1. you do not make a payment when it is due, and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

13.1.2. 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 or any information about your child's health, medical condition, special educational needs, disability or allergies);

13.1.3. you fail or refuse to complete and submit to the Nursery a medical form in respect of your child and/or you fail or refuse to complete and submit an emergency absence form;

13.1.4. you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under **Clause 1.1**;

13.2. you (or either of you):

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

13.2.2. are otherwise unable to pay your debts as they fall due;

13.2.3. are the subject of a bankruptcy petition or order; or

13.2.4. you enter into an individual voluntary arrangement; or

13.2.5. 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 Manager'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.

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

13.3.1. you have a legal right to end the contract because of something we have done wrong; or

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

13.4. *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and we will keep any rights we have under general law.

14. Events outside of our, or your, control

14.1. *What we mean by an "event outside 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".

14.2. *What happens if we are affected by an event outside of our control.* If an event beyond our control arises which prevents, hinders 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, the Nursery will not be responsible for not performing those of our obligations which are prevented, hindered 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).

14.3. *Events lasting more than 6 months.* If the Nursery is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the Nursery shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the Nursery and without giving a term's notice or paying fees in lieu of notice.

14.4. *What happens if your child is affected by an event outside of your control.* Subject to Clause 3.12, if your child is unable to attend (or is likely not to be able to attend) the Nursery due to reasons caused by an event you shall give the Nursery notice in writing of such circumstances and the following provisions shall apply:

14.4.1. in consultation and cooperation with the Nursery you shall do everything you reasonably can, to minimise the impact of the event in order to continue to perform your obligations

under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

14.4.2.in circumstances where, following the efforts made and steps taken under 15.4.1 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, prorated accordingly) during the continuance of the event; and

14.4.3.if the event continues to prevent your child from attending the Nursery or being able to participate and benefit from any level of provision of education by the Nursery for more than six (6) months you shall discuss with the Nursery a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the Nursery and without giving a term's notice or paying a term's fees in lieu of notice.

15. Communications between you and the Nursery

15.1. 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.

15.2. 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.**

15.3. How to provide written notice to the Nursery. Notice must be **in writing** addressed to the Head and either:

15.3.1.sent by email to the Nursery using this email address: info@bmprep.co.uk

15.3.2.delivered by hand to the Nursery;

15.3.3.sent to the Nursery by recorded delivery or other form of registered post requiring a signature upon receipt as proof of delivery; or

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 these terms and conditions you request confirmation of receipt via email from the Nursery. If you have not received an acknowledgement from us within 48 hours (during term-time) and where possible 2 weeks (during a Nursery holiday period) after giving notice).

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

15.4. 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.

- 15.5. 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.

16. Changes to these Terms and Conditions

- 16.1. 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 which will come into place the first day of the following month.