



Copthill School

Terms and Conditions

Nursery and Pre-School

1 Terminology

The Nursery or We or Us: means Copthill School Limited trading as Copthill Nursery and Pre-School as now or in the future constituted (and any successor).

- 1.1 The Early Years Co-ordinator: is responsible for the day-to-day running of the Nursery and that expression includes those to whom any duties of the Early Years Co-ordinator have been delegated.
- 1.2 Nursery Premises: means the premises from which the Nursery operates.
- 1.3 The Parents or You: means any person who has signed the Application Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.4 Parental Responsibility: Those who have Parental Responsibility (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.
- 1.5 The Child: is the child named on the Acceptance Form.
- 1.6 Term: means the period between and including the first and last days of the relevant School term.
- 1.7 Half-term: means the period between and including the first and last days of the relevant School half-term.

2 The Nursery

- 2.1 Our aims: The Nursery is a constantly developing community of children, staff and parents. We aim to provide a happy and secure environment in which each child can develop at his / her own pace. The Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.
- 2.2 The Child's health: The Parents must inform the Nursery if the Child has any known medical condition or health problem or has been in contact with infectious diseases. The Child must not be brought to the Nursery if unwell.

3 Entry to the Nursery

- 3.1 Registration of interest: The Child will be considered for entry to the Nursery when the Application Form and non-refundable application fee has been completed and returned to the Registrar.
- 3.2 Admission: occurs when the Parents accept the offer of a place by the Nursery and they complete the Acceptance Form. A deposit (Acceptance Deposit) as shown in the Sessions and Fees List will also be payable when the Parents return this form. The Acceptance Deposit will be retained in the general funds of the Nursery until after the pupil leaves and will be repaid without interest to the Parents unless stated otherwise in these terms and conditions. Please also see clause 7.3.
- 3.3 Entry: is the date when the Child attends the Nursery for the first time under these terms and conditions. Admission and Entry to the Nursery will be subject to the availability of a place.
- 3.4 Deferring a place: If the Parents defer the Entry of the Child to the Nursery half a Term's Fees will become payable immediately as a debt and will be deducted from the first Term's Fees invoice.
- 3.5 Change: Acceptance of a place is on the basis that reasonable changes may be made from time to time to these terms and conditions, to the level of fees or to the curriculum or to the structure and composition of classes or to the length of the nursery day. Notice of any significant change will be given as soon as practicable but on occasion it will be less than one term.

4 Fees

- 4.1 Fees: In these terms and conditions Fees means the termly charge set by the Nursery for all individual sessions the Child will attend. Parents will be consulted regarding any extra costs such as day trips or external activities.
- 4.2 Payment of Fees: The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the Nursery. Fees for each Term are due and payable as cleared funds before the commencement of the Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- 4.3 Third party arrangements: An agreement with a third party (such as an employer, grandparent or step-parent without Parental Responsibility) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Principal. The Nursery reserves the right to refuse a payment from a third party.
- 4.4 Free places: Where all or part of the Fees are funded by a Nursery Education Grant, the Parents must pay for any sessions or services provided which are not covered by the Grant.
- 4.5 Indemnity: If the Nursery is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the Nursery against all losses, expenses (including legal expenses) and interest suffered or incurred by the Nursery.
- 4.6 Refund or waiver: Any waiver of these terms and conditions is only effective if given in writing by or on behalf of the Principal. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the Nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid or refund given if a Nursery session is cancelled due to any reason beyond the control of the Nursery, such as technical problems or weather conditions. The Nursery will endeavour to provide alternative activities where possible.
- 4.7 Late payment: Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the Nursery of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the Nursery's claim.
- 4.8 Exclusion for non-payment: The Child may be excluded from the Nursery on three day's notice when Fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion.

5 Pastoral Care

- 5.1 Welfare of the Child: We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedom which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others.
- 5.2 Physical contact: The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress or to maintain safety and good order, or in connection with the Child's health and welfare.
- 5.3 Concerns or complaints: Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Headteacher. A copy of the Nursery's complaints procedure can be provided on request.
- 5.4 Disclosures: The Parents must, as soon as possible, disclose to the Nursery in confidence any known medical condition, health problem or allergy affecting the Child, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.
- 5.5 Special precautions: The Principal must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.
- 5.6 Belongings: The Child should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. A comforter will be allowed. The Parents are asked to supply the Nursery with named sun cream in the spring and summer for use on their Child only and may be required to complete a consent form to permit the Nursery to use sun cream on their child.

- 5.7 Uniform: The Child must wear named Nursery uniform for all sessions.
- 5.8 Collection: The Child must either be collected by one of the Parents or an alternative collector who is listed in the Application Form. The Parents must supply information in accordance with the Nursery's security procedures for collection as required by the Nursery from time to time. This may include, but is not limited to, supplying photographs of the collector and / or a password.
- 5.9 Dietary requirements: The Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Child does not come into contact with certain foods.
- 5.10 Transport: The Parents consent to the Child travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 5.11 Communications from parents: Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Nursery to be received from both Parents. This requirement does not apply to the giving of Notice for the cancellation of the place or the withdrawal of the Child from the Nursery. Those persons who are required to consent to or to give Notice of cancellation or withdrawal are set out in Section 7.
- 5.12 Photographs or images: By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent to the Nursery obtaining and using photographs or images of the Child for:
- 5.12.1 use in the Nursery's promotional material such as the prospectus, the website or social media;
 - 5.12.2 press and media purposes;
 - 5.12.3 educational purposes as part of the curriculum or extra-curricula activities.
- We would not disclose the home address of the Child without the Parents' consent. If the Parents do not want the Child's photograph or image to appear in any of the Nursery's promotional material they must notify the Registrar in writing immediately, requesting an acknowledgement of their letter.
- 5.13 Nursery's liability: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nursery does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

6 Health and medical matters

- 6.1 Infectious diseases: The Child will not be accepted into the Nursery with an infectious disease and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Child home if they become unwell whilst under the Nursery's care. It is a condition of acceptance that the Parents leave a daytime contact number.
- 6.2 Medicine: With the exception of 'Calpol', the Nursery cannot administer any medicine to the Child unless prescribed by a doctor. 'Calpol' will only be administered if the Child has a temperature and if the Nursery holds a consent form signed by the Parents to enable it to do so. The Nursery will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.
- 6.3 Medical information: Throughout the Child's time as a member of the Nursery, the Principal shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, "need-to-know" basis.
- 6.4 First aid provision: The Parents consent to the Child receiving first aid treatment as and when necessary from an appropriately qualified person.
- 6.5 Emergency medical treatment: The Parents authorise the Early Years Co-ordinator to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Child's welfare, and if the Parents cannot be contacted in time.

7 Cancellation and withdrawal

- 7.1 Notice: means half a Term's written notice received:
- 7.1.1 before the start of a Term if the Parents wish to withdraw the Child at Half Term; or
 - 7.1.2 before the start of the second Half Term if the Parents wish to withdraw the Child at the end of the Term.

- 7.2 Notice by Parents: Notice must be given by:
- 7.2.1 both parents;
 - 7.2.2 one of the Parents with the prior written consent of the other parent; and
 - 7.2.3 any other person with parental responsibility delivered to and actually received by the Registrar before the first day of the relevant Half Term. An acknowledgement of receipt must be requested and received. No other notice will suffice. If Parents give valid Notice to withdraw the Child at Half Term, half a Term's Fees will be repaid less any other sums due to the Nursery on leaving, unless stated otherwise in these terms and conditions.
- 7.3 Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either parent meeting face to face with a member of the Nursery staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Nursery has provided any educational services under this agreement.
- 7.4 Cancelling acceptance: The Acceptance Deposit will be retained by the Nursery in full if the Parents cancel their acceptance of a place before Entry. If the Parents give less than half a Term's Notice, or if the Child does not join the Nursery, half a Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, will be payable as a debt. The Acceptance Deposit should therefore only be paid once a firm decision to join the Nursery has been made. The Nursery relies on commitments given when accepting places to budget for income and expenditure requirements each year. Cases of genuine hardship will be given special consideration on written request.
- 7.5 Cancelling a place offered in the Term before Entry: Save where clause 7.3 applies, if the offer of a place is made in the Term prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to two weeks from the date of the acceptance form. The Acceptance Deposit will then be retained by the Nursery. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one half a Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 7.6 Withdrawal: Notice must be given before the Child is withdrawn (including places funded by a Nursery Education Grant) or half a Term's Fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request.
- 7.7 Removal: The Parents may be required to remove the Child, temporarily or permanently from the Nursery, if, after consultation with the Parents, the Early Years Coordinator is of the opinion that by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the Nursery, or if a parent has treated the Nursery or members of its staff unreasonably. The Nursery is not obliged to provide notice under these circumstances. There will be no refund of fees but fees in lieu of notice would not be charged.

8 General conditions

- 8.1 Data protection: By signing the Acceptance Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Child authorise the Nursery to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the Nursery
- 8.2 Insurances: The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.
- 8.3 Management: It is our intention that these terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and children, and those of the Nursery community as a whole. We aim also to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.
- 8.4 Legal contract: The offer of a place and its acceptance by the Parents gives rise to a legally binding contract on the terms of these terms and conditions, together with the letter of offer, the Acceptance Form and the Session and Fees List.
- 8.5 Consumer protection: Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

- 8.6 Representations: Although believed correct at the time of publication, the prospectus and Nursery website are not part of any agreement between the Parents and the Nursery.
- 8.7 Third party rights: Only the Nursery and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 8.8 Interpretation: These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- 8.9 Jurisdiction: This contract was made at the Nursery and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.

In most cases, it will not in fact always 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 'Data Protection Notice' which is available on the School's website.

9. 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 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.
- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
 - (ii) promoting the School to prospective pupils/parents;
 - (iii) publicising the School's activities; and
 - (iv) communicating with the school community and the body of former pupils.
- In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) [and (where appropriate) the School's social media channels].
- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
 - (ii) inform the School 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 School, including relevant contact details.

- (d) Void
- (e) We will send information (e.g., school 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 School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School 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)).
- (f) Data Protection Law. The School 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 the General Data Protection Regulation) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the School's 'Data Protection and Privacy Notice' which is available on the School'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 school's purposes.

10. Intellectual Property Rights

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

11. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School 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 schooling).*

12. Ending this Contract

- (a) Our rights to end the contract. The School 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 reminding you 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 School 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) Void
 - (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 School 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 School if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (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 School's final invoice or the end of your child's schooling, 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.

13. Communications between you and the School

- (a) *Notices must be in writing.* When this contract requires you or the School 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 School to contact you.* Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (c) *How to provide written notice to the School.* Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
- (i) sent by email to the School using this email address: **Helen.Schofield@copthill.com**
 - (ii) delivered by hand to the School;
 - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
 - (iv) otherwise sent to the School's address by first or second class 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), 4(g), 5(a), 5(b) or 5(d) of these terms and conditions¹ you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 01780 757506 (during a school holiday period) after sending the notice.

14. 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 School is governed by English Law and either you or the School 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.

¹ i.e. those provisions dealing with **withdrawing** your child from the School or otherwise changing your child's place at the School or the activities that your child is undertaking at the School

15. 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 School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

June 2018