

TERMS AND CONDITIONS

Please read these terms and conditions and the Nursery's policies carefully before you accept our offer of a place at the Nursery for your child. These terms and conditions tell you who we are and how and on what basis the Nursery will provide the Services. If anything is unclear then please contact the Nursery to discuss.

1. **Definitions**

1.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions:

“Acceptance Form” means the online form provided by the Nursery for you to complete when accepting a place for your child at the Nursery;

“child” means a child of up to five (5) years old admitted by the Nursery;

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

“Complaints Procedure” means the Nursery’s procedure, published on our website, for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the Nursery;

“contract” has the meaning given in Clause 1.2 below;

“deposit” means, if applicable, 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). A deposit is not payable if your child only receives the 15 or 30 hours of free childcare under the Funding Scheme;

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

“Fees” means the Nursery Fees plus any and all Extra Charges, being the total amount payable by you to the Nursery for the Services each term;

“fees in lieu of notice” means a term’s Nursery Fees, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1;

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

“Head” means the person appointed to be responsible for the day-to-day running of the Nursery;

“Nursery Fees” means the termly fees for the provision of Childcare Services, as set out in the Schedule of Fees;

“Parent Code of Conduct” means the policy, published on our website, which sets out our expectations concerning the conduct and behaviour of our parents, as may be amended from time to time;

"Principal" means the person appointed to be responsible for the group of nurseries of which the Nursery forms part;

"Schedule of Fees" means the list setting out the price for each of the Services, a copy of which is available on the Nursery's website and from the Nursery at any time upon request;

"Services" means all the services to be provided by the Nursery on the terms and subject to the conditions of this contract, including Childcare Services (which are covered by the Nursery Fees) and any other services (which are covered by an Extra Charge);

"session" means a session of the Nursery as published on the Nursery's website and as notified to parents from time to time;

"term" means a term of the Nursery as published on the Nursery's website and as notified to parents from time to time;

"a term's notice" means **written** notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the Nursery. So, if you wish to withdraw your child with effect from the start of the autumn term, you need to tell us in writing about the withdrawal by the first day of the summer term immediately before;

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

"we" or the **"Nursery"** means the legal entity operating the Nursery as identified in our offer letter; and

"you" or the **"parents"** means each person who has signed these terms and conditions as a holder of parental responsibility for the child.

In these terms and conditions, we sometimes provide illustrative examples by using the words **"for example"**, **"includes"** or **"including"**, which are not exclusive or limiting examples of the matter in question.

- 1.2 *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the Nursery. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

2. Acceptance and deposit

- 2.1 *How you accept our offer of a place.* An offer of a place for your child at the Nursery is accepted by your signing the Acceptance Form and (if your child receives any additional hours of childcare above the 15 or 30 hours of free childcare under the Funding Scheme) paying the deposit.

- 2.2 *The status of the deposit.* If applicable, the deposit will form part of the general funds of the Nursery. Subject to Clause 2.3, we will refund the deposit to you when your child leaves the Nursery provided that you complete and return the Nursery's *Deposit Return Form* within two (2) years of your child's final day at the Nursery.

- 2.3 Circumstances where the deposit will not be refunded. You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable) if:
- 2.3.1 you fail to pay the Nursery's final invoice;
 - 2.3.2 you owe the Nursery fees in lieu of notice, whether in accordance with Clause 3.3 or Clause 5.4;
 - 2.3.3 your child is excluded or required to be removed from the Nursery, or the Nursery otherwise terminates this contract, in accordance with Clause 11; and/or
 - 2.3.4 you do not complete and return the Nursery's *Deposit Return Form* within two (2) years of your child's final day at the Nursery.

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.*

3. Withdrawing your acceptance of a place before your child joins the Nursery

- 3.1 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 a term's notice to that effect or pay to the Nursery fees in lieu of notice.** For example, to withdraw your acceptance of a place starting on the first day of the autumn term you would either need to tell us on or before the first day of the preceding summer term or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the Nursery, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice. Provisional notice is not accepted.
- 3.2 If we receive notice. If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be payable and (subject to Clause 2.3 and your completion of the *Deposit Return Form*) we will refund the deposit to you.
- 3.3 If we do not receive notice. **If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the Nursery upon demand as a debt.** The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start and based on the number sessions your child was due to receive in that term. If applicable, the Nursery will apply the deposit you have paid (without interest) as payment of the fees in lieu of notice you will owe us.
- 3.4 Deferrals. If you wish to defer your child's place at the Nursery, you must obtain the prior written consent of the Principal. Subject to the Principal's consent, your child's place may only be deferred by up to one term. Whether or not the Principal agrees

that you may defer your child's place at the Nursery, if you subsequently decide to withdraw your acceptance of the place then Clause 3.1 to Clause 3.3 above apply.

3.5 Transfers. If you wish to transfer your child to another nursery within the Duke's group of nurseries, please contact the Nursery to discuss this.

4. Nursery Fees, Extra Charges and payment

4.1 Nursery Fees and Extra Charges. Unless set out in the Schedule of Fees or notified to you at any time, the Nursery Fees cover the provision of Childcare Services and the Extra Charges are payable in respect of each Service excluding Childcare Services. Please see the Schedule of Fees for further information.

4.2 VAT and applicable taxes. Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable). Please note that the Childcare Services are currently exempt from VAT in the UK.

4.3 Early Years Funding Scheme. If your child benefits from 15 or 30 hours of free childcare at the Nursery under the Funding Scheme, you will be responsible for paying all Fees applicable for any additional Services you elect to receive. If applicable, it is your responsibility to apply for the free hours of Childcare Services and to reconfirm your eligibility with HMRC. We cannot offer the free hours of Childcare Services without your 11-digit code, issued by HMRC. If your child does not attend the Nursery regularly (for example as a result of holiday absences), you may no longer be eligible for funding under the Funding Scheme. We will notify you if this happens and, in such circumstances, you will be responsible for paying the Fees for all the sessions your child attends. Please note that the Nursery may withdraw from the Funding Scheme at any time. If we intend to withdraw from the Funding Scheme, we will notify you in advance

PLEASE READ THIS NEXT SECTION CAREFULLY – *it deals with your responsibility to pay the Nursery Fees and Extra Charges.*

4.4 Who is responsible for payment. **As parents, each of you is responsible for ensuring that all of the Fees are paid to the Nursery. This is because our contract applies to both of you together and each of you on your own.** In practice this means that if any of the Fees have not been paid then the Nursery can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the Nursery, and do not extinguish either of your responsibility for the Fees due under this contract.

4.5 How one parent can remove him/herself from their payment responsibility and circumstances where the Nursery may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent may be removed from their payment responsibility under this contract, but that parent **must** have obtained the prior written consent of both the Nursery and the other parent

who has signed the Acceptance Form. Separately, the Nursery may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.

- 4.6 How the Nursery Fees are charged and payment requirements. The Nursery Fees are charged on a termly basis, regardless of the length of any term (including any inset days and/or bank holidays within that term). **The Nursery Fees fall due for payment by you in advance and on or before the first day of each term by direct debit.** Each term's Nursery Fees will be included in an invoice sent to you. **We may not allow your child to attend the Nursery if you do not pay the Nursery Fees on time.**
- 4.7 Payment of Extra Charges. All Extra Charges for each term will be invoiced to you. All such Extra Charges must be paid in full on or before the deadline set out in the invoice.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.*

- 4.8 Consequences of non-payment or late payment. If you do not make any payment to the Nursery by the due date for payment, we may:
- 4.8.1 refuse to allow your child to attend the Nursery while the Nursery Fees remain unpaid or if there is a repeated or persistent failure by you to pay the Nursery Fees on time. This applies in addition to our right to terminate this contract under Clause 11;
 - 4.8.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Extra Charge remains unpaid;
 - 4.8.3 charge interest on the overdue amount at the rate of three (3) per cent a year above the base rate from time to time of the Nursery's bank. 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; and/or
 - 4.8.4 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

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

- 4.9 Our ability to increase the Nursery Fees. We will review the Nursery Fees (usually annually) and may increase them. Notice of an increase in the Nursery Fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the Nursery Fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. 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 due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the Nursery under Clause 3.1 or Clause 5.1. If we give you notice of an increase in the Nursery Fees later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child from the start of the following term as long as you notify the Nursery within twenty-one (21) days from the date of the Nursery's notice of the increase.

- 4.10 Our ability to increase the Extra Charges. We will review the Extra Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Extra Charges.
- 4.11 Fees will not be reduced due to your child's absence or the Nursery's closure. Fees will not be reduced or refunded as a result of absence due to illness or otherwise (including over any holiday periods you choose to take), or as a result of your child being required to remain at home for whatever reason.
- 4.12 Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction: your identity; your child's identity; that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority; and the legitimate source of funds you are using to pay the Fees. You must provide the Nursery with the information and documentation we ask for.
- 4.13 Allocation of payments to your Fees account. We are entitled to allocate payments from you to your account as we see fit. For example, we are entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the Nursery.

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 or receiving a Service for which there is an Extra Charge.

5. Notice Requirements

- 5.1 Notice to withdraw your child from the Nursery. **If you wish to withdraw your child from the Nursery AFTER they have joined the Nursery you must either give us a term's notice to that effect or pay to the Nursery fees in lieu of notice.** For example, to withdraw your acceptance of a place starting on the first day of the autumn term you would either need to tell us on or before the first day of the preceding summer term or pay fees in lieu of notice. Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's time at the Nursery, had you given notice and based on the number sessions your child received in the previous term. If applicable, the Nursery will apply the deposit you have paid (without interest) as payment of any such fees in lieu of notice. Fees in lieu of notice

will become payable by you upon demand as a debt. Provisional notice is not accepted.

- 5.2 Notice to change your child's place at the Nursery. If you wish to change your child's place at the Nursery by **decreasing the number of sessions** they attend, you must either give a term's notice or pay to the Nursery the difference between the Nursery Fees for your child's existing place and the Nursery Fees for your child's new number of sessions as fees in lieu of notice. If you wish to change your child's place at the Nursery by **changing the sessions** they attend (for example, by switching days or between morning / afternoon sessions) or by **increasing the number of sessions** they attend, you must obtain the Principal's prior written agreement.
- 5.3 Notice to withdraw your child from participating in or from receiving a Service covered by an Extra Charge. If you wish to withdraw your child from participating in or receiving a Service which is covered by an Extra Charge, you must either give a term's notice to that effect or pay to the School as a debt a term's Extra Charges for the relevant Service in which your child has ceased to participate or receive.
- 5.4 When the relevant amount of fees in lieu of notice must be paid. In cases under Clause 5.1 - Clause 5.3 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

6. Nursery Rules

- 6.1 Compliance with the Nursery's policies and Parent Code of Conduct. It is a condition of remaining at the Nursery that you and your child comply with the Nursery's policies and procedures, including the Parent Code of Conduct.
- 6.2 Minimum sessions. It is a further condition of remaining at the Nursery that your child attends for the minimum number of sessions we may notify in writing from time to time.

7. The Nursery's Obligations

- 7.1 The period of your child's childcare. Subject to these terms and conditions, the Nursery will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil from the time of joining the Nursery until the end of his or her nursery schooling.
- 7.2 The scope of our duty to exercise reasonable skill and care. We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during the Nursery's operating hours and at other times when your child is permitted to be on the Nursery's premises or is participating in activities organised by the Nursery. **We cannot accept any responsibility for 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 our staff.**

- 7.3 Consent to participation in trips and visits. Unless you notify us to the contrary, you also consent to your child participating in trips and visits organised in the normal course of your child's nursery schooling.
- 7.4 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the Nursery's care, we will:
- 7.4.1 take action (for example, by contacting the emergency services);
 - 7.4.2 try to contact you and, if we cannot contact you, try to contact your named emergency contacts;
 - 7.4.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - 7.4.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 7.5 Your child's development and needs at the Nursery. We will monitor your child's development at the Nursery. **We will advise you if we have any serious concerns about your child's development but we do not undertake to diagnose autism, dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the Nursery to understand the nature and extent of your child's needs and what support it may be appropriate for the Nursery to consider. We expect you to engage with the Nursery in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's development and needs including in relation to obtaining such formal assessments.
- 7.6 We will give you notice of significant changes. Our website and marketing materials describe the broad principles on which the Nursery is presently run. From time to time, it may be necessary to make changes to any aspects of the Nursery, including to our premises (including its layout and structure), the timetable (including the curriculum, its content and structure), activities or to the manner of providing the Services (including staffing and staffing ratios), as a matter of course. Where practicable, we will give you notice of any planned changes that we consider will (or will very likely) have a significant impact on your child prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the Nursery before the proposed change is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the Nursery under (as applicable) Clause 3.1 or Clause 5.1.

8. The Parents' Obligations

- 8.1 We require your co-operation. You must co-operate with the Nursery and Nursery staff in good faith, including by:

- 8.1.1 maintaining a constructive relationship with Nursery staff (including the Head), acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the Nursery are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
 - 8.1.2 complying with the Parent Code of Conduct and any other policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;
 - 8.1.3 keeping the Nursery up-to-date and informed about matters which affect or may affect your child;
 - 8.1.4 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 any of them, are not withheld and are shared in a timely and transparent manner;
 - 8.1.5 engaging with the Nursery in a cooperative and transparent manner and providing assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of the Services; and
 - 8.1.6 attending meetings and keeping in touch with the Nursery where your child's interests so require.
- 8.2 Your responsibility for your child's property and insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of Fees.
- 8.3 You must notify us of your child's health/medical conditions or special educational needs. You must complete the Nursery's medical questionnaire in respect of your child and inform the Nursery of any health or medical condition(s), special educational need(s), disability or allergies that your child has at the time of joining the Nursery or which subsequently changes or develops after joining the Nursery, whether underlying, long-term, or short-term, including any infections, injuries or other conditions (including head lice). You must also provide us, whether upon further request by the Nursery or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the Nursery in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 11.1.3 below.**
- 8.4 Circumstances where we may require you to keep your child away from Nursery. The Nursery reserves the right to require your child to be collected or to remain away from

the Nursery if they are unwell or due to a health or safety risk (for example a virus, pandemic, epidemic or any other health or safety risk, and including circumstances where the Nursery reasonably concludes that your child does or may pose a risk of harm to themselves or others). Your child will usually be required to remain at home for at least two (2) days if we reasonably consider that they are suffering from an illness.

- 8.5 You must notify us of any court orders that relate to, or that may impact upon, the provision of childcare to your child. You must 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 relation to your child's attendance at the Nursery and/or the Nursery's provision of childcare to your child.
- 8.6 We require you to nominate two emergency contacts for us to contact in your absence. You must provide the Nursery with the names and contact details of two (2) emergency contacts who we can contact if we cannot reach either of you.
- 8.7 Receiving information from you and sharing information with you. The Nursery is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 8.8 below or otherwise according to the circumstances, you (and each of you) accept that the Nursery is entitled to treat:
- 8.7.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 8.7.2 any communication from the Nursery to one of you as having been given to both of you.

Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the Nursery about your child.

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

- 8.8 We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e., under Clauses 3.1 or 5.1) must be in writing and signed by each of you as the holders of parental responsibility for your child and the Nursery is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice.
- 8.9 You must notify us of your child's absence from Nursery. The Nursery must be informed as soon as possible of any reason for your child's absence from the Nursery. The Nursery may follow-up with you in respect of any such absence.
- 8.10 You must notify us of the person(s) authorised to collect your child. You must confirm the details (and provide photographs of) the individual(s) who are authorised to collect

your child from the Nursery on *Famly* (or such other platform as we may use from time to time), and it is your responsibility to keep those details up-to-date. We will not allow your child to leave the Nursery unaccompanied or with a person other than an authorised individual.

- 8.11 *Raising concerns with the Nursery and making formal complaints.* If you have cause for concern about your child you must inform the Nursery as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

9. Data Protection

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

- 9.1.1 as set out in this Clause 9, and in the Nursery's '*Privacy Notice*' which is available on the Nursery's website, as may be amended from time to time;
- 9.1.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 9.1.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

10. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out the rights we have, and that you have, to terminate this contract early (that is, before the end of your child's nursery schooling).*

11. Ending this Contract

- 11.1 *Our rights to end the contract.* The Nursery may end this contract at any time on one term's notice in writing to you. In addition, the Nursery may end this contract at any time, by notice in writing to you if:

- 11.1.1 the Principal considers that:
- (a) the Nursery is unable to meet your child's needs; and/or
 - (b) the removal is in the Nursery's best interests and/or those of your child and/or other children; and/or

- (c) **your** behaviour or conduct is unreasonable; and/or represents a serious or persistent breach of the Parent Code of Conduct or any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the Nursery, and/or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute (among the Nursery community or the general public); and/or is not in accordance with your obligations under this contract;
 - 11.1.2 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;
 - 11.1.3 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 the Services by the Nursery to your child (such as misrepresenting at any point in time any information about your child's health, medical conditions, special educational needs, disability or allergies);
 - 11.1.4 you otherwise do not comply with (i.e. you breach) your obligations under this contract (including under Clause 8) such that we have a legal right to end the contract because of something you have done wrong;
 - 11.1.5 in the Principal's reasonable discretion, the Nursery is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract; or
 - 11.1.6 a decision is taken to close the Nursery, in whole or in part.
- 11.2 What happens if the Nursery terminates this contract. Should the Nursery terminate this contract:
- 11.2.1 under Clause 11.1.1(c) or Clauses 11.1.2 – 11.1.4: you will forfeit the deposit;
 - 11.2.2 under Clause 11.1.1(a) or (b) or Clauses 11.1.5 – 11.1.6: we will refund the deposit; and
 - 11.2.3 in any event:
 - (a) except where the Nursery terminates this contract under Clause 11.1.6, you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which this contract is terminated; but
 - (b) fees in lieu of notice will not be payable; and

- (c) any Fees that have been prepaid for or relating to any term after the term in which this contract is terminated will be refunded.

11.3 *Your rights to end the contract.* In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the Nursery if:

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

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

11.4 *When this contract will end if not terminated early.* For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's nursery schooling.

12. Events outside of our, or your, control

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

13. Communications between you and the Nursery

13.1 *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.**

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

13.2.1 sent by email to the Nursery's Admissions Manager; or

13.2.2 delivered by hand or post to the Nursery.

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

14.1 *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.

14.2 *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. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

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 childcare 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. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.