



# The Park Kindergartens

## Standard Terms and Conditions



### A Terminology

1. **"The Nursery"/"We"/"Us"** means The Kindergartens Limited (or any successor) trading as The Park Kindergartens as now or in the future constituted.
2. **"The Head"** is responsible for the day-to-day running of the Nursery and that expression includes those to whom any duties of the Head have been delegated.
3. **"The Parents"/"You"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this Nursery. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the child.
4. **"The Pupil"** is the child named on the Registration Form and Acceptance Form.

### B The Nursery

5. **Our Aims:** The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. 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 children maintain appropriate standards of punctuality, behaviour, discipline and hygiene.
6. **The Child's Health:** 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 Nursery if unwell.

### C Entry to the Nursery

7. **Registration and Registration Fee:** Children will be considered for entry to the Nursery when the Registration Form has been completed and returned to the Registrar and the non-returnable registration fee paid. "Admission" occurs when Parents accept the offer of a place. "Entry" is the date when a child attends the Nursery for the first time under this contract. Admission and Entry to the Nursery will be subject to the availability of a place.
8. **Acceptance Deposit:** A deposit ("Acceptance Deposit") as shown in the letter of offer will be payable when Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the Nursery until the child leaves and will be repaid in full without interest by cheque three weeks after the child's last term with Us, subject to payment of all other sums due to the Nursery.
9. **Standard Terms and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these Standard Terms and Conditions, to the level of fees and to the curriculum and the structure and composition of classes and the length of nursery terms. Notice of any change will be given as soon as practicable but on occasions it will be less than one term.
10. **Termination of the Contract:** The child will leave the Nursery at the end of the academic year in which s/he reaches age 4. The academic year means 1 September - 31 August inclusive. The age of the Pupil will be calculated in accordance with UK custom. The Nursery may bring the contract to an end at any time upon a term's written notice to parents.

### D Pastoral Care

11. **Welfare of the Child:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others.
12. **Physical Contact:** 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 pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.
13. **Concerns/Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level, the matter should be referred to the Head.
14. **Disclosures:** Parents must, as soon as possible, disclose to the Nursery in confidence any known medical condition, health problem or allergy affecting the Pupil, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.
15. **Special Precautions:** The Head must be notified in writing immediately of any court orders of situations of risk in relation to the child for which any special precautions may be needed.
16. **Belongings:** Pupils 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. All pupils will need a change of clothing, a coat and a hat. Hats should be of a design which offers protection both to the face and to the neck. Parents are asked to supply the Nursery with named sun cream for use on their child only.
17. **Collection:** The Nursery must be informed if someone other than a Parent is collecting the Pupil. The Nursery operates a password system in case the Parents ask a third party to collect the Pupil in an emergency. No pupil will be allowed to leave the Nursery premises with anyone who has not been given prior permission and does not know the password.
18. **Dietary Requirements:** Each pupil attending the Nursery for a full day requires a packed lunch. Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note should be provided if the Pupil has a medically diagnosed food allergy. Although all reasonable care will be taken to ensure that the Pupil does not come into contact with certain foods, unless a doctor's note is provided the Nursery cannot guarantee this.
19. **Transport:** The Parents consent to the Pupil 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.
20. **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 Pupil or Parents or for loss or damage to property.

### E Health and Medical Matters

21. **Infectious Diseases:** Pupils 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 Pupil 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.
22. **Medicine:** The Nursery cannot administer any medicine to the

Pupil unless prescribed by a doctor. The Nursery will maintain a Medical Register which must be signed by the Parents before any medicine is given.

23. **Medical Information:** Throughout the Pupil's time as a pupil of the Nursery, the Head shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil'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.
24. **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## F Fees and Extras

25. **Meaning:** "Fees" where used in these Terms and Conditions means the termly charge set by the Nursery. Parents will be consulted regarding any extra costs such as day trips or external activities.
26. **Payment:** The Parents undertake to pay the Fees applicable for each term of attendance. The first term's fees must be paid by the date stipulated in the Offer Letter. Each subsequent invoice must be paid before the first day of the term to which they relate.
27. **Responsibility for Payment:** Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility for the child or has paid any fees or who has given instructions to the Nursery in relation to the child.
28. **Refund/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 the Nursery has to be 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.
29. **Unpaid fees:** Interest on a daily basis at 1.5% per month and all further administration and legal costs will be charged in relation to fees, fees in lieu of notice and extras that are unpaid by the due date. Such items will be recoverable by action if necessary.
30. **Exclusion for Non-Payment:** A child may be excluded from the Nursery at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion.
31. **Free Places:** Where all or part of the fees are funded by a Nursery Education Grant, parents must pay for any sessions or services provided which are not covered by the Grant.

## G Cancellation, Withdrawal and Fees in Lieu

32. **"Notice":** means a term's written notice delivered to and actually received by the Principal. No other notice will suffice.
33. **"Term":** means the period between and including the first and

last days of each Nursery term.

34. **Withdrawal:** Except in the final term of the Nursery, a term's notice must be given before the child is withdrawn (including places funded by a Nursery Education Grant) or 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.
35. **Cancellation:** The Acceptance Deposit will be retained by the Nursery if the Parents for any reason cancel their acceptance of a place or the child does not join the Nursery. Discretion may, however, be exercised in cases of serious illness.
36. **Removal:** Parents may be required to remove the child permanently if, because of the conduct of a parent or the child, it appears to the Head that the continued presence of the child is incompatible with the interests of the Nursery. There would be no refund of fees in these circumstances but the Acceptance Deposit would be returned and fees in lieu of notice would not be charged.

## H General Conditions

37. **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents.
38. **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, 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.
39. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
40. **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above 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.
41. **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.
42. **Third Party Rights:** Only the Nursery and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
43. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
44. **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 non-exclusive jurisdiction of the Courts of England and Wales.

**Principal Carol Evelegh**

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