

LOUGHBOROUGH SCHOOLS FOUNDATION

THE NURSERY

TERMS AND CONDITIONS

1 Introduction

1.1 Terms and conditions: These terms and conditions together with:

1.1.1 the letter of offer;

1.1.2 the acceptance form; and

1.1.3 the fees list as detailed in the Admissions Information booklet.

they form a legally binding contract between the Parents and the Foundation for the provision of childcare services. These terms and conditions are intended to promote the provision of a caring, safe and stimulating environment and the stability, forward-planning, proper resourcing and development of Loughborough Schools Foundation.

1.2 Fees and Notice: The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.3 Managing change: Loughborough Schools Foundation is likely to undergo a number of changes during the time your child is here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

2.1 Foundation or We or Us: means the Loughborough Schools Foundation as now or in the future constituted (and any successor). The Foundation is constituted as a charitable company limited by guarantee.

2.2 The Nursery: means The Nursery, a full-time nursery for children aged six weeks to four years.

2.3 Foundation Governors or Governing Body: means the Trustees of the Foundation who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the Foundation.

2.4 Head: means the Head of the Nursery as appointed by the Foundation Governors and includes those to whom specific duties of the Head have been delegated. The Head of Loughborough Amherst School is responsible for the day-to-day running of The Nursery.

2.5 Parents or You: means any person who has signed the acceptance form, including a legal guardian who has signed the acceptance form where applicable. The Parents are legally responsible, jointly, and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grand-parent, stepparent without Parental Responsibility or third-party credit provider) will be subject to a separate agreement between the Foundation, the Parents and the third party. Please also see clause 4.4 and clause 11.7.

2.6 **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.

2.7 **Child:** means the child named on the acceptance form. The age of the Child will be calculated in accordance with British custom.

3 **Admission and entry to The Nursery**

3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to The Nursery as and when an application is made by the Parents. Admission will be subject to the availability of a place. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Child attends The Nursery for the first time under these terms and conditions.

3.2 **Ethos and character:** The Foundation and The Nursery has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds, and creeds.

3.3 **Offer of a place and Registration Fee:** A **Registration Fee** as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Registration Fee will be retained in the general funds of the Foundation until the child leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the Foundation on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Registration Fee to the Foundation's foundation. See also clause 9.7.

4 **Fees**

4.1 **Fees:** may include alone or in combination any of the Registration Fee, other extras such as clothing and equipment, photographs or other items ordered by the Parents, or charges arising in respect of educational visits, or bank charges arising from default in Fees payment or late payment charges if incurred. Late collection after 6pm will incur a £15 fee for the first £15 minutes and then £15 for every 15 minutes or part thereafter.

4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each month together with taxes, as applicable, directly to the Foundation. Fees for each month are due and payable as cleared funds before the commencement of the month to which they relate. If an item on the Fees invoice is under query, the balance of that invoice must be paid. The Foundation reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

4.3 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the Foundation 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 Chief Operating Officer. The Foundation reserves the right to refuse a payment from a third party.

4.4 **Indemnity:** The Parents shall indemnify the Foundation against all losses, expenses (including legal expenses) and interest suffered or incurred by the Foundation if the Foundation is required to pay all or part of any sum paid on behalf of Parents to a third party.

- 4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded reduced or waived if:

- 4.5.1 the child is absent through illness; or
- 4.5.2 The Nursery is temporarily closed due to adverse weather conditions; or other safety related or good reasons; or
- 4.5.3 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

- 4.6 **Exclusion for non-payment:** The Nursery may exclude the child by providing written notice if at any time payment of any amount is overdue, including where the Foundation refuses to accept a payment under clause 4.2. If the child is excluded for a period of 28 days, or more in such circumstances, he/ she will be deemed withdrawn without Notice and Four Weeks Fees in lieu of Notice will be payable in accordance with Section 9.
- 4.7 **Late payment:** Simple interest may be charged on a day-to-day basis on overdue invoices. 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 Foundation 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 Foundation in the recovery of any unpaid Fees or other sums due regardless of the value of the Foundation's claim.
- 4.8 **Part-payment:** Any sum tendered by or on behalf of the Parents that is less than the sum due and owing may be accepted by the Foundation on account only. Late payment charges may be applied to any unpaid balance, as set out in clause 4.7.
- 4.9 **Appropriation:** Payments will usually be allocated by the Foundation to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may be appropriated by the Foundation to the unpaid account of any other child of the Parents.
- 4.10 **Instalment arrangements:** An agreement by the Foundation to accept payment by instalments is discretionary and will be subject to separate agreement(s) between the Parents and the Foundation. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the Foundation to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.11 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than three months' notice of a Fees increase, they may give to The Nursery written Notice of Withdrawal of the Child within 21 days and will not be liable to pay Fees In lieu of Notice and the Registration Fee will be refunded without interest less any sums owing to the Foundation.
- 4.12 **Information about Fees:** The Parents' acknowledge that the Foundation and /or The Nursery may make enquiries of the child's previous nurseries for confirmation that all sums due and owing to such nurseries have been paid. The Parents also acknowledge that the Foundation and/or The Nursery informing any other nursery or educational establishment to which the child is to be transferred if any sums due to the Foundation are unpaid.

- 4.13 **Identity of Fees Payer and source of funds:** From time to time the Foundation may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport, or the source of the funds used to pay Fees and the Parents agree to provide such information as reasonably requested by the Nursery or the Foundation in this respect.

5 **Educational matters**

- 5.1 **Provision of education:** The Foundation and The Nursery will do all that is reasonable to provide a caring, safe, stimulating environment and teaching of a range, standard and quality which is suitable for each Child and to provide care to at least the standard required by law in the particular circumstances. The Foundation and The Nursery will exercise reasonable care and skill in providing services for the Child but cannot guarantee that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Progress reports:** The Nursery shall monitor the Child's progress and shall report to the Parents by means of full written reports and parents' meetings during the course of the year.
- 5.3 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Child, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the Foundation.
- 5.4 **Learning difficulties:** The Nursery shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The Nursery staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.5 **Information about learning difficulties:** The Parents shall notify the Nursery Manager when completing The Nursery's Confidential Information form and subsequently in writing if at any time they are aware or suspect that the Child has a learning difficulty. The Parents must provide the Nursery with copies of all written reports and other relevant information. The Child's place will be cancelled, or, once the Child has started, the Parents will withdraw the Child, upon request, if, in the professional judgement of the Nursery Manager and after consultation with the Parents, the Nursery is unable to provide adequately for the Child's special educational needs. The usual provisions regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in these circumstances. The Foundation reserves the right to charge for the provision of additional support and/or other support arrangements where it is lawful to do so.
- 5.6 **Educational visits:** A variety of educational visits will be provided for the Child. We will ask Parents for consent prior to the child taking part in any educational visit. The cost of such a visit will be payable in advance. The Foundation and the Nursery reserve the right to prevent the Child from taking part in an educational visit while overdue Fees remain unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.

6 **Pastoral care**

- 6.1 **The Foundation's commitment:** 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 in the particular circumstances. We will respect the Child's rights and

freedoms which must, however, be balanced with the lawful needs and rules of the Nursery community and the rights and freedoms of others. The Parents agree that the Head has the right to require the Child to remain away from the Nursery temporarily at the home of his/her Parents if s/he considers that the Child's presence at the Nursery presents a risk to him/her or to any other Child or to any member of the Nursery community. Please see also Section 8 below.

- 6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the Nursery where the Parents seek action by Us, must be notified to the Nursery as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings with the Nursery regardless of any complaint. A copy of the Nursery's complaints procedure can be obtained from the Nursery website or supplied on request. See also clause 8.9.
- 6.3 **Head's authority:** The Parents authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will ensure good order and safeguard and promote the Child's welfare and the welfare of other children and staff. Please see Section 7 below.
- 6.4 **Culture:** The culture of the Nursery is to foster good relationships between children and between members of staff and children. Bullying, harassment, victimisation and discrimination will not be tolerated. The Foundation, the Nursery and their staff will act fairly in relation to the Child and the Parents and We expect the same of the Child and the Parents in relation to the Foundation, the Nursery and any member of the Nursery community.
- 6.5 **Physical contact:** The Parents' consent to such physical contact with the Child:
 - 6.5.1 as may accord with good practice; or
 - 6.5.2 as may be appropriate and proper for teaching and instruction; or
 - 6.5.3 for providing comfort to the child in distress; or
 - 6.5.4 to maintain safety and good order; or
 - 6.5.5 in connection with the child's health and welfare.

The Parents acknowledge that while the Nursery will provide appropriate supervision the risk of injury cannot be eliminated.

- 6.6 **Disclosures:** The Parents must, as soon as possible, disclose to the Nursery in confidence:
 - 6.6.1 any known medical condition, health problem or allergy affecting the Child;
 - 6.6.2 any history of a learning difficulty on the part of the Child or any member of his / her immediate family;
 - 6.6.3 any disability, special educational need or any behavioural, emotional and / or social difficulty on the part of the Child;
 - 6.6.4 any family circumstances, court proceedings or court order which might affect the Child's welfare or happiness;
 - 6.6.5 any concerns about the Child's safety;

- 6.6.6 any significant change in the circumstances of the Parents, including any changes to the Parents financial circumstances or if either of the Parents is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world;
 - 6.6.7 if it is the Parents intention that the Child is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 6.7 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Child's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the Nursery. In some cases, members of staff may need to be informed of any particular vulnerability the Child may have.
- 6.8 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Child's safety and security. Accordingly, the Parents must notify the Head in writing immediately of any family circumstances, court proceedings or court orders or situations of risk in relation to the Child for whom any special safety precautions may be needed. The Head may exclude the Parents from the Nursery premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Child or any other member of the Nursery community.
- 6.9 **Communications from the 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 unless there is clear evidence of a contrary view. 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 clause 9.1.
- 6.10 **Absence of the parents:** The Parents must inform the Nursery Manager in writing of the name, address and telephone number for 24-hour contact for the adult who will have the care of the child, at any time when both the Parents will be absent from the Child's home overnight or for a 24-hour period or longer.
- 6.11 **Photographs or images (including video recordings):** The Nursery may obtain and use photographs or images (including video recordings) of the Child for:
 - 6.11.1 use in the Nursery's promotional material such as the prospectus, the website or social media;
 - 6.11.2 press and media purposes;
 - 6.11.3 educational purposes as part of the curriculum or extra-curricular activities.

The Nursery may seek specific consent from the Parents before using a photograph or video recording of the Child where the Nursery considers that the use is more privacy intrusive. We would not disclose the home address of the Child alongside a photograph or video without the Parents' consent.

- 6.12 **Request for confidentiality:** The Parents may ask Us to keep information about the Child confidential. For example, You may ask Us to not use photographs of the Child in promotional material or ask Us to keep the fact that the Child is on the Nursery roll confidential. If the Parents would like information about the Child to be kept confidential, they must immediately contact the Data Protection Officer in writing,

dataprotection@lsf.org requesting an acknowledgment of their letter. The Parents will not record meetings or discussions with any staff member or representative(s) of the Nursery without consent.

- 6.13 **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.
- 6.14 **Insurance:** The Parents are responsible for insurance of the Child's person and personal property whilst at the Nursery or on the way to and from the Nursery or any Nursery-sponsored activity away from the Nursery premises or for the payment of Fees due to absence of the Child or closure of the Nursery premises.
- 6.15 **The 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

7 **Health and medical matters**

- 7.1 **Medical declaration:** The Parents will be asked to complete a Medical Information Form concerning the Child's health and must inform the Head in writing if the Child develops any known medical condition, health problem or allergy, or will be unable to take part in activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Child's health:** The Nursery Manager may at any time require a medical opinion or certificate as to the Child's general health where the Nursery Manager considers it necessary as a matter of professional judgement in the interests of the child and / or the Nursery community.
- 7.3 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Child's welfare and if the Parents or a secondary emergency contact cannot be contacted in time.

8 **Behaviour and discipline**

- 8.1 **Nursery regime:** The Parents accept that the Nursery will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the Nursery's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Child is at issue. The Parents accept that the Nursery's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.
- 8.2 **Procedural fairness:** Investigation of an allegation or complaint or rumour shall be carried out in a fair and unbiased manner. All reasonable efforts will be made by the Nursery to notify the Parents so that they can attend a meeting with the Head before a decision is taken in such a case.
- 8.3 **Divulging information:** Except as required by law, the Nursery and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of children or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 8.4 **Removal:** The Parents may be required to remove the Child permanently from the Nursery if, after consultation with the Parents, the Head is of the opinion that:

- 8.4.1 by reason of the Child's conduct or behaviour, the Child is unwilling or unable to benefit sufficiently from the community life offered by the Nursery; or
- 8.4.2 one or both of the Parents have behaved unreasonably including but not limited to if they have treated the Nursery or members of its staff or any member of the Foundation community unreasonably or in a way which could bring the Nursery into disrepute;
- 8.4.3 the Child's presence at the Nursery presents a risk to themselves and/or to any other child and the Child's Removal is considered necessary and proportionate; or
- 8.4.4 if the Nursery is no longer able to provide adequately for the Child's special educational needs; then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Child by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases and shall have regard to the interests of the Child and the Parents as well as those of the Nursery. A decision by the Head to require the Removal of the Child shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Child shall be suspended from the Nursery pending the outcome of the Review. See clause 8.7 and clause 8.8.

- 8.5 **Fees following Removal:** If the Child is removed or withdrawn in the circumstances described in clause 8.4, there will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the Nursery, all arrears of Fees and any other sums due to the Nursery will be payable. The Registration Fee will be refunded without interest less any sums owing to the Nursery.
- 8.6 **Leaving status:** The Nursery reserves the right to record the leaving status of the Child on the child's file immediately after Removal or Withdrawal.
- 8.7 **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to exclude or require the Removal of the Child from the Nursery (but not a decision to suspend the Child unless the suspension is for 11 days or more).
- 8.8 **Review procedure:** The Head will advise the Parents of the procedure current at that time when they inform the Parents of their decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice. If the Parents request a Governors' Review, the Child will be suspended from the Nursery until the review procedure has been completed. While suspended, the Child shall remain away from the Nursery and will have no right to enter Nursery premises during that time without written permission from the Head.
- 8.9 **Complaints procedure:** A complaint as described in clause 6.2 and not involving a Removal of the Child must be made in accordance with the Nursery's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response as specified in the Foundations' Complaints Policy.

9 Provisions about Notice

9.1 **Notice:** means (unless the contrary is stated in these terms and conditions) Four Weeks' Notice given by:

9.1.1 both Parents; or

9.1.2 one of the Parents with the prior written consent of the other Parent; and

9.1.3 any other person with Parental Responsibility

addressed to and received by the Head personally or the Chief Operating Officer on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Child. The Parents should contact the Nursery if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.

9.2 **Four Weeks' Written Notice:** means Notice given between and including the first and last days of the relevant four weeks. Four Weeks' Written Notice must be given if:

9.2.1 the Parents wish to cancel the place after acceptance; or

9.2.2 the Parents wish to withdraw the child who has entered the Nursery.

9.3 **Provisional notice:** Provisional notice must be given in writing and received by the Head personally or the Chief Operating Officer on the Head's behalf. It will only be accepted for exceptional circumstances and at the discretion of the Head or Chief Operating Officer.

9.4 **Fees in lieu of Notice:** in circumstances where the Parents have not given Four Weeks Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next four weeks following Withdrawal. The Parents acknowledge that the requirement to pay Four Weeks' Fees in lieu of Notice is necessary to promote financial stability at the Nursery and to enable it to plan its staffing and other resources.

9.5 **Cancel or Cancellation:** means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Child enters the Nursery or where the Child does not enter the Nursery. Please see clause 3.1 for details of when Entry to the Nursery occurs.

9.6 **Withdraw or Withdrawal:** means the withdrawal of the Child from the Nursery by the Parents with or without Notice required under these terms and conditions at any time after the Child has entered the Nursery. Please see clause 3.1 for details of when Entry to the Nursery occurs. See also clause 4.6.

9.7 **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 of the Parents meeting face to face with a member of the Nursery staff between offer and acceptance, the Parents may cancel this contract at any time within 14 days of the date of the acceptance form. Information about the right to cancel is set out in the Nursery's cancellation notice and form published on the Nursery website. In such circumstances the Registration Fee, if paid, will be refunded together with any Fees paid pro-rated if the Nursery has provided any care services under this contract.

9.8 **Cancelling a place offered Four Weeks before Entry:** Except where clause 9.7 applies, if the offer of a place is made in the four weeks immediately prior to the time

of Entry the Parents may cancel their acceptance in writing at any time up to the date of Entry. The Registration Fee 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 Four Weeks Fees at the rate payable for the time of Entry, less the Registration Fee, payable as a debt.

9.9 **Prior consultation:** It is expected that the Parents will consult personally with the Head or with the Head's authorised deputy before Notice is given by the Parents.

9.10 **Termination by the Foundation:** The Nursery may terminate this contract:

9.10.1 on Four Weeks' notice in writing sent by ordinary post. The Nursery will not terminate this contract without good cause and full consultation with the Parents. The Registration Fee, if paid, will be refunded without interest less any outstanding balance of Fees; or

9.10.2 immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the Nursery and/or Foundation or has failed to disclose to the Nursery and/or the Foundation anything which they are required to disclose: or

9.10.3 immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

10 **Events beyond the control of the parties**

10.1 **Force majeure:** An event beyond the reasonable control of the Nursery or the Parents is a **Force Majeure Event** and shall include such events as;

10.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;

10.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;

10.1.3 subject to clause 10.2, outbreak of epidemic or pandemic of disease;

10.1.4 failure of utility service or transportation.

Provided always that the inability of either party to pay any amount required under the contract shall not be a Force Majeure Event.

10.2 **Reasonable modifications:** Any reasonable modifications to the childcare provision made by the Nursery in order to meet legal obligations, comply with government guidance and to protect the health, safety and well-being of staff or children, including during or following a Force Majeure Event, shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.

10.3 **Notification:** If either the Nursery or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (the **Affected Party**) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.4 **Continued force majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

- 10.5 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 10.3 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Variations:** these terms and conditions and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the Foundation and The Nursery

- 11.2 **Data protection:** The Nursery has a privacy notice which explains how the Nursery will use the Parent's and the Child's personal data. This privacy notice is published on the Nursery website. The Parents must read this privacy notice in full before signing the acceptance form.

- 11.3 **Change:** The Nursery, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the size and composition of classes, and in the Nursery rules and procedures, and the length of the Nursery day. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this contract may be freely assigned to another party at the discretion of the Foundation.

- 11.4 **Consumer rights:** 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 consumer rights laws 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. Nothing in these terms and conditions affects the Parents' statutory rights.

- 11.5 **Consultation:** It is not practicable to consult with the Parents over every change that may take place. Whenever practicable, the Nursery will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Four Weeks' notice in writing of:

11.5.1 a change of ethos or culture; or

11.5.2 a change in any physical aspect of the Nursery which would have a significant effect on the Child's pastoral care; or

11.5.3 a change of ownership of the Nursery-

Where such changes are not temporary.

- 11.6 **Information for parents:** We provide parents of prospective children with information about the Nursery and the care services we provide in good faith. This information may be contained in the Nursery's prospectus / website / promotional literature or in statements made by staff during a visit or an open day. If the Parents will take account of the information provided to them when deciding whether to enter into this contract they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the Nursery.

- 11.7 **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.

- 11.8 **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.
- 11.9 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modifications to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.
- 11.9 **Jurisdiction:** This contract was made at the Nursery and it, together with each matter relating to the provision of educational services by the Foundation, 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.

Loughborough Schools Foundation: a Company Limited by Guarantee
Registered in England, Company Number: 04038033
Registered Office: 3 Burton Walks, Loughborough, Leicestershire, LE11 2DU
Registered Charity Number: 1081765