



HALLFIELD  
SCHOOL

Hallfield*First*  
Nursery Agreement

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## **Nursery Terms & Conditions**

**Hallfield School**

## Hallfield School (Nursery) Terms and conditions

### 1 Terminology

- 1.1 **The Nursery or We or Us:** means HallfieldFirst at Hallfield School as now or in the future constituted (and any successor). Please note that when your child enters Foundation the terms of the 'Parent Contract' will apply over and above the 'Nursery Agreement'
- 1.2 **The Nursery Manager:** is responsible for the day to day running of the Nursery and that expression includes those to whom any duties of the Nursery Manager have been delegated.
- 1.3 **Nursery Premises:** means the premises from which the Nursery operates.
- 1.4 **The Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and conditions.
- 1.5 **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.
- 1.6 **The Child:** is the child named on the acceptance form entering The Nursery.
- 1.7 **Calendar Month:** means the period between the first day and the last day inclusive of any calendar month.

### 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, behavior, 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 an infectious or contagious disease. 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 registration form has been completed and returned to the Admissions Office together with the non- refundable Registration Fee of £100 for each child registered. This does not guarantee that a place will be available.

- 3.2 **Formation of Contract & Admission:** Formation of a contract for the Services will be formed between you and us once you have given us a signed, fully completed, Acceptance Form for **both** the School and the EYFS. An Acceptance Deposit of £350 for the School is payable on acceptance. We will confirm to you in writing that your application for a place has been successful.

Admission occurs when the Parents accept the offer of a place by the Nursery and they complete the acceptance form. Admission to the Nursery will be subject to the availability of a place and subject to accepting the Parent Contract and EYFS Nursery Agreement. A deposit (**Acceptance Deposit**) of £350 will also be payable when the Parents return this form. The Acceptance Deposit will be retained in the general funds of the School until the Child leaves in Year 6 or Year 8 and will be repaid without interest following the Child's departure less disbursement and subject to payment of all other sums due to the Nursery. Please also see clause [8.7](#), [8.8](#), [8.9](#), [8.10](#), [8.11](#).

- 3.3 **Entry:** is the date when the Child attends the Nursery for the first time under these Terms and conditions, following the successful completion of settling in sessions.
- 3.4 **Variations:** these Terms and Conditions and the Sessions and Schedule of Fees are subject to change from time to time to reflect changes in the law or custom and practice at the Nursery.
- 3.5 **Change:** The Nursery reserves the right to make changes to the curriculum or to the structure and composition of classes or to the length of the nursery day. Notice of any significant change and reasons for the change will be given as soon as practicable but on occasions it will be less than one Calendar Month.

#### 4 **Fees**

- 4.1 **Fees:** In these Terms and Conditions Fees may include alone or in combination any of the Registration Fee and the Acceptance Deposit, the monthly charge set by the Nursery for all individual sessions the Child will attend, additional charges incurred for un-notified late collection or bank charges arising from default in Fees payment or late payment charges if incurred. The Parents will be consulted regarding any extra costs such as day trips or external activities.
- 4.2 **Fees increases:** We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the 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 School before the proposed increase is due to take effect, then you will have sufficient time to provide the required 2 months' notice (*HallfieldFirst*) or a term's notice (Foundation onwards) of withdrawal to the School.

- 4.3 **Payment of Monthly Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Calendar Month directly to the Nursery. Fees for each Calendar Month are due and payable as cleared funds on the fifth working day of the Calendar month before the commencement of the Calendar Month to which they relate, by bank transfer and childcare vouchers. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The Nursery 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 and may request evidence of these from the Parents.
- 4.4 **Mid-month start date:** sessions attended up to the 1<sup>st</sup> of the month will be charged at a daily rate and fees will be payable by BACS to ensure that payment is received before Entry.
- 4.5 **Third party arrangements:** An agreement with a third party (such as an employer, University/College grant, 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 Director of Finance and Operations. The Nursery reserves the right to refuse a payment from a third party.
- 4.6 **Indemnity:** If the Nursery is required to repay 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.
- 4.7 **Full time fee calculation:** The monthly nursery fee calculation is based on cost of sessions x number of sessions x 49 weeks and then divided by 12 months. This ensures that a regular monthly fee is payable. Any queries with fees must be resolved before Entry as The Nursery will not entertain any disputes on Fees after this date. Clause 4.14 and 4.15 apply where non-payment is due to dispute of Fees.
- 4.8 **Term time fee calculation:** The term time nursery fee is based on three terms in an academic year, where the term dates correlate to the School calendar. These Fees are not calculated on the same basis as Full Time Fees. Any queries with fees must be resolved before Entry as The Nursery will not entertain any disputes on Fees after this date.
- 4.9 **Early Years Funded places:** The child becomes eligible for Early Years Funding from the term after their third birthday. Where part of the Fees is funded by a Nursery Education Grant, the Parents must pay for any sessions or services provided which are not covered by the Grant.
- 4.10 **Funded fee calculation:** The Local Authority offer funding at a maximum for 38 weeks for a maximum of 15 hours a week. This amount varies dependent on the sessions you sign up for. In order to set a regular monthly fee, the 38-week funding is applied to a 49-week period. Any queries with fees must be resolved before Entry as The Nursery will not entertain any disputes on Fees after this date. Additional services that are not linked to Funded places are:
1. Additional chargeable extracurricular activities
  2. Nursery outings

- 4.11 **Claiming the Funding:** The Nursery is required to complete a claim form and submits this to the Local Authority. Hallfield*first* at Hallfield School only offer a maximum of 15 hours funding. In all cases of funding appropriate forms must be completed. Where this process has not been completed the full fee will be charged and where applicable an adjustment will be made in the next invoice. Should the Child leave the Nursery mid-term, it is possible that the Local Authority will claim back from the Nursery part or all of the allocated funding. This may result in there being an outstanding balance on your account or in some cases the Local Authority will contact you directly to claim back any overpayments.
- 4.12 **Inset days:** The nursery is committed to raising the standards of nursery childcare and supporting its employees to do this by providing training and development opportunities they need to keep their skills and knowledge up to date. At least 3 months' notice of each inset day shall be given by The Nursery. No deductions shall be made to any fees or charges payable under this contract to take account of the fact the service shall not be provided on such inset days.
- 4.13 **Refund or waiver:** Fees will not be refunded reduced or waived if:
- 4.13.1 the Child is absent through illness; or
  - 4.13.2 a Term is shortened, or a vacation extended; or
  - 4.13.3 the Nursery is temporarily closed due to adverse weather conditions; or
  - 4.13.4 for any reason other than exceptionally and at the sole discretion of the Head Master; or Director of Finance and Operations in a case of genuine hardship.
- 4.14 **Late payment:** Fees that remain unpaid one week after the due date or if the direct transfer is cancelled or is returned due to insufficient funds, the Parents shall be liable for an additional late payment fee of £50. 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.
- 4.15 **Exclusion for non-payment:** The Child may be excluded from the Nursery on three days' notice when Fees are unpaid or evidence of the identity of the payer or the source of the funds is not provided following a reasonable request. The Child will be deemed withdrawn without notice 10 days after exclusion if payment is not received or evidence requested is not provided. Fees in Lieu of notice will also be charged.

## 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 freedoms 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 Nursery Manager or Head of Pre-Prep. 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 Nursery Manager 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 or sweets with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. Items requested by Nursery Staff for the purpose of a class activity will be allowed, however this is done so entirely at their own risk. 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 sign a consent form to permit the Nursery to use sun cream on their child.
- 5.7 **Collection:** The Child must either be collected by one of the Parents or an alternative collector who is listed in the Nominated Persons 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. Parents can authorise an alternative person to collect their child. In this case, a password will be agreed with the Parents which the person collecting the child must supply.
- 5.8 **Dietary requirements:** The Parents should advise the Nursery in writing of any dietary requirements or allergies. An allergy action plan 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.
- 5.9 **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.

- 5.10 **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 8.1.
- 5.11 **Photographs or images:** The Nursery may obtain and use photographs or images of the Child for:
- 5.11.1 use in the Nursery's promotional material such as the prospectus, the website or social media;
  - 5.11.2 press and media purposes;
  - 5.11.3 educational purposes as part of the curriculum or extra-curricular activities.
- We would not disclose the home address of the Child without the Parents' consent. The Nursery may seek specific consent from the Parents before using a photograph or video recording where the Nursery considers that the use is more privacy intrusive.
- 5.12 **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 Nursery Manager in writing, requesting an acknowledgment of their letter.
- 5.13 **Reporting of neglect or abuse:** We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.
- 5.14 **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 and contagious diseases:** The Child will not be accepted into the Nursery with an infectious or contagious disease or illness 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. The Parents must provide the Nursery with two daytime contact numbers. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.
- 6.2 **Medicine:** With the exception of 'Paracetamol', the Nursery cannot administer any medicine to the Child unless prescribed by a doctor. 'Paracetamol' 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, the 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 Nursery Manager 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.

It is the parents' responsibility to keep the school updated on any changes to this medical information.

- 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 Nursery Manager to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions, 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. If the Child becomes ill during a session, one of the Nursery Managers/the School will contact you or the emergency contact indicated on the Acceptance Form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor

- 6.6 If the Child has been sent home because of ill health, he/she will not be re-admitted for at least 24-48 hours; this is in line with NHS Guidelines. If the Child is prescribed antibiotics, he/she will not be allowed to return until the child has had at least one dose of antibiotics at home before returning. If the illness is a communicable illness then clause 6.1 shall also apply and the Child will be unable to attend until such time as the infection has cleared.

## 7 Food/Dietary

- 7.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.
- 7.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.
- 7.3 No packed lunches can be supplied by parents for after school/holiday club children.



## 8 Provision about Notice

8.1 **Monthly Notice:** means two Calendar Months' written notice given by:

8.1.1 both Parents; or

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

8.1.3 in either case the prior written consent of any other person with parental responsibility where appropriate.

delivered to and received by the Admissions Office before the first day of the Calendar Month. The Parents should contact the Admissions Office if no acknowledgement of the Notice is received from the Admissions Office within seven days of the date of the Notice.

8.2 **Written Notice:** must be given if:

8.2.1 The parents wish to cancel the place after acceptance; or

8.2.2 The parents wish to withdraw the Pupil who has entered the Nursery

8.3 **Provisional Notice:** is valid only for the Two-month period in which it is given. Provisional notice must be given in writing and received by the Admissions Office.

8.4 **Fees in lieu of Notice:** in circumstances where the Parents have not given Written Notice per 8.1, Fees in lieu of Notice, meaning Two Months' Fees in full at the rate applicable for the Two-month Period following Withdrawal is payable. A fee in lieu of Notice represents a genuine pre-estimate of the Nursery's loss. This rule is necessary to promote stability and the Nursery's ability to plan its staffing and other resources. Please note that when your child is in Foundation, a full Terms notice is required as per the Parent Contract.

8.5 **Cancellation:** means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Pupil enters the Nursery or where the Child does not enter the Nursery. Please see clause 3.3 for details of when Entry to the Nursery occurs.

8.6 **Cancellation rights:** 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.

8.7 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the Nursery if it occurs after other families have taken their decisions about schooling for their children and after the expiry of the 14-day period described in clause 8.6 above. 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.

8.7.1 If the offer of a place is made in the Term/ Calendar Month of Entry the Parents may cancel their acceptance in writing in accordance with clause 8.6 within the 14-day cancellation period. The Acceptance Deposit will then be refunded by the Nursery. If

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the Parents give Notice of Cancellation after this date or give no Notice of Cancellation, they will incur a liability to pay Term (Foundation) / two Calendar Months' (HallfieldFirst) Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, payable as a debt.

- 8.8 **Deferring Date of Entry:** The Parents may request to defer their date of Entry in writing at any time up to the start of the Two Months before Entry. The Admissions Office will consider the request, and subject to available places, will confirm in writing if this request can be agreed. If the change is accepted, the Parents are liable to pay a Two Months Fee, which is due by the original Date of Entry. Upon Entry the payment in advance will be credited against Fees due. Fees and Notice will be governed by the rules set out in section 4 and section 8. If the Parents give Notice of Cancellation after the entry date is changed or give no Notice of Cancellation prior to the entry date, the Two Months Fees will be retained in lieu of notice, less the Acceptance Deposit.
- 8.9 **Withdrawal:** means the Withdrawal of the Child from the Nursery by the Parents with or without the Notice required under these Terms and conditions at any time after the Child has entered the Nursery. Notice must be given before the Child is withdrawn (including places funded by a Nursery Education Grant) or two Calendar Month's Fees In lieu of Notice 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.
- 8.10 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from the Nursery, if, after consultation with the Parents, the Nursery Manager 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 or any member of the Nursery community unreasonably. The Nursery is not obliged to provide notice under these circumstances. There will be no refund of Fees, but the Acceptance Deposit will be returned, and Fees in lieu of Notice would not be charged.
- 8.11 **Amendment to sessions:** any reduction in sessions requires two Calendar Months' Notice. Reduction in sessions will be adjusted on the invoice for the next Calendar Month. Any increase in sessions requires two Calendar Months' Notice. If the change in sessions is effective mid-month, then additional sessions attended up to the 1<sup>st</sup> day of the Calendar Month will be charged at a Daily Rate. This is payable by Direct Transfer. Any request to amend sessions must be made in writing to the Admissions Office using the 'Change of Status Form'
- 8.12 **Transition to Foundation:**
- 8.12.1 If there is a difference in the School Acceptance Deposit, this payable to confirm a place in Foundation.
- 8.12.2 The Acceptance Deposit is not refundable if Notice of Cancellation is received in the Term before Entry.
- 8.12.3 **When the child enters Foundations the terms of the 'Parent Contract' will apply. Including the requirement to provide a Term's notice of any attendance changes, cancellations or withdrawals.**

## 9 Events beyond the control of the parties

- 9.1 **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 an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 9.2 **Notification:** If either the Nursery or the Parents is prevented from or delayed in carrying out their contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 9.3 **Payment:** If the setting is forced to close for reasons beyond the setting's control or if it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the setting even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge a retainer of 25% of your regular monthly fee to enable the setting to hold your child's place and cover unavoidable ongoing overheads during this time.
- 9.4 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 9.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 9.5 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 9.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

## 10 General conditions

- 10.1 **Data protection:** The Parents are asked to read the Nursery's privacy notice [available on the website] before signing the acceptance form.
- 10.2 **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.
- 10.3 **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.
- 10.4 **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, together with Parent Contract, the letter of offer, the acceptance form and the Sessions and Fees Schedule.
- 10.5 **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.

- 10.6 **Information for parents:** We provide parents of prospective pupils with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's website or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Nursery Manager that the information is accurate before returning a completed acceptance form to the Admissions Office.
- 10.7 **Non-Solicitation of Staff:** The Parents agree not to canvass, solicit or encourage directly or indirectly any member of the nursery staff to leave his / her employment. This includes employment on a part time basis for evenings or weekends. If the Parents employ a member of the Nursery staff within 3 months of him / her leaving the Nursery, the Parents shall be liable to pay up to 15% of the former employee's annual salary and employer costs based on the annual salary at the time of leaving.
- 10.8 **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.
- 10.9 **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.
- 10.10 **Jurisdiction:** This contract was made at the Nursery and it, together with each matter relating to the provision of nursery services by the Nursery, 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.
- 11 **Limitation of liability**
- 11.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
- 11.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 11.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 11.4 We shall not be liable for:
- 11.5 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into the setting;
- 11.6 Loss of any profits, or consequential loss; or any other indirect loss; and
- 11.7 Subject always to clause 11.3, our total liability (in contract, tort including negligence or

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breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

**12 Data protection**

12.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.

12.2 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which can be found on the School's website.

**12.3 Security**

12.4 Parents are welcome to visit the setting, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

12.5 All play rooms, the front entrance and the rear and side garden at the setting are fitted with CCTV cameras with digital recording. These are utilised for the security of the children and staff and to monitor the quality of care being delivered.

**Schedule 1 Summary of clauses containing financial consequences**

<b>Event</b>	<b>Clause</b>
Registration Fee	3.1
Offer of a place and deposit	3.2
Refund or waiver	4.13
Late payment	4.14
Exclusion for non-payment	4.15
Fees in lieu of Notice	8.4
Cancellation rights	8.6
Cancelling Acceptance	8.7
Deferring Date of Entry	8.8
Fees following Removal	8.10
Amendment to sessions	8.11
Transition to Foundation	8.12

## Schedule 2 Summary of clauses containing Consent

Event	Clause
Consent to Physical Contact	5.2
Medical declaration	5.4
Consent to Travel by Public Transport or Motor Vehicle	5.9
Consent to Photography or Images	5.11
Consent to the administration of Paracetamol	6.2
Emergency Medical Treatment	6.5