



## Northbourne Park School Nursery

### Terms and Conditions

**What these Terms cover.** These are the Terms and Conditions on which we provide children attending Northbourne Park School Nursery.

**Why you should read them.** Please read these Terms and Conditions 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 care for your child.

In these Terms and Conditions, you will see some parts written in bold, or that are otherwise highlighted to make them stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the Nursery.

If you think there is a mistake in these Terms and Conditions, or if anything in these Terms and Conditions is unclear or you would like to have further explained to you, then please contact the School Bursar to discuss.

#### 1. Definitions

(a) Meanings of some words and phrases we use in these Terms and Conditions. In these Terms and Conditions, some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined Terms are set out below and when used in these Terms and Conditions they shall have the meaning given to them here. Please take note of them.

"**Acceptance Form**" means the form provided by the Nursery for parents to complete when accepting a place for their child at the Nursery;

"**child**" means a child admitted to the Nursery;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the Nursery. It does not form part of the contract between you and the Nursery. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the Pre-Prep at any time upon request;

"**contract**" has the meaning given in Clause 1(c) below;

"**fees**" means the termly fees set out in the Schedule of Fees;

"**Head**" means the person appointed by the Governors of the School from time to time to be responsible for the day-to-day running of the Nursery, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the published note of the Nursery's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the Pre-Prep at any time upon request;

"**Nursery Rules**" means the rules of the Nursery may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the Nursery. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be given notice of subsequent changes to the rules;

"**term**" means a term of the School as notified to parents from time to time;

"**half a term's notice**" means **written** notice given not later than the first day of the term preceding the half term to which the notice relates;

"**terms and conditions**" means these terms and conditions may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the Nursery;

"**we**" or the "**Nursery**" means the legal entity carrying on as the Nursery as identified in Clause 1(b) below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a parent of the child, or a person who with the Nursery's express written agreement replaces a person who has signed the Acceptance Form.

In these Terms and Conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**" and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also in these Terms and Conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

(b) Who we are. We are **Northbourne Park School Ltd** a company registered in England and Wales. Our company registration number is 01490100 and our registered office is at **Betteshanger, Deal, Kent CT14 0NW**.

(c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **Nursery Rules** and these **Terms and Conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the Nursery. It is not intended that the Terms of the Contract shall be enforceable by your child or by any other third party.

## 2. Acceptance

(a) How you accept our offer of a place? An offer of a place for your child at the Nursery is accepted by your submission of a completed Acceptance Form and registration fee of £100 (non-refundable). Due to strong demand for places in our Nursery, priority is given to children who commit to continue through to reception class. To secure a place in reception class we require a £500 refundable deposit (refunded when your child leaves Northbourne Park School) no deposit will be refunded should your child not progress through to end of key stage one (Year 2).

**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.

The cancellation of a place which has been accepted can cause losses to the Nursery, especially if it occurs after other families have taken their decisions about Nursery schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

## 3. Withdrawing your child from the Nursery or reducing number of sessions

(a) The period of notice we require. If you wish to withdraw your child from the Nursery, not accept a place that has been offered to you or reduce the number of sessions, you must give us half a term's written notice, before the first day of the term immediately preceding the term.

(b) If we do not receive that period of notice. If you do not provide us with half a term's notice, a term's fees shall be payable by you and shall become due and owing to the Nursery as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start.

## 4. Nursery Fees, Supplemental Charges and Payment

(a) What the fees include. All the costs incurred in the usual course of childcare by the Nursery, including the provision of any necessary materials shall be met by the fees unless otherwise notified to you by the Nursery at any time (either in the Schedule of Fees or otherwise).

(b) What the fees do not include: supplemental charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the Nursery in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities (such as outings, early and late service) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly.

**PLEASE READ THIS NEXT SECTION CAREFULLY**- it deals with your responsibility to pay the fees and supplemental charges.

(c) (i) Who is responsible for ensuring payment (i). **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the Nursery. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the Nursery for all of the fees and supplemental charges due UNLESS AND UNTIL the Nursery has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. *Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the Nursery are paid. In practice, what this means is that if fees or supplemental charges have not been paid to the Nursery then, in order to recover the outstanding payments, the Nursery can seek payment of the full amount outstanding from either signatory on the acceptance form.*

(ii) How can one person remove him/herself from their payment responsibility. **A person who has signed the Acceptance Form may withdraw from this contract with the Nursery by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the Nursery and the other person who has signed the Acceptance Form.**

(d) How the fees are charged and payment requirements. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the Nursery may have agreed separately shall pay the fees under Clause 4(c)(i) above). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the Nursery if you do not pay on time.**

(e) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be listed separately on the invoice. **All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term.**

**PLEASE READ THIS NEXT SECTION CAREFULLY**- it sets out what rights we have, and what action the Nursery may take, if fees and/or supplemental charges are not paid in accordance with these Terms and Conditions.

(f) (i) Non-payment of fees: refusal to attend Nursery. **We reserve the right to refuse to allow your child to attend the Nursery**

- (ii) Non-payment of supplemental charges: refusal to participate in the relevant activity. **We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity while there remains an amount unpaid.**
- (iii) We can charge late payment fees if you pay late. If you do not make any payment to the Nursery by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge a late payment fee to you on the overdue amount at a rate of 5 percent on the outstanding balance. Unless we tell you otherwise in writing, this late payment charge shall 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 judgement against you. **You must pay the Nursery the late payment charge together with the overdue amount.**
- (iv) We can recover our costs for recovering late or non-payments. Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgement was made in the Nursery's favour).
- (v) We can notify other Nursery settings of your outstanding payments. **You consent to our informing any other Nursery to which you propose to send your child of any outstanding fees or supplemental charges.**

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

(g) Our ability to increase the fees. **We will review our fees during the course of your child's Care (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. 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 set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the Nursery under Clause 5(a) below.**

(h) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise.

## **7. Suspension, Exclusion and Required Removal**

(a) The Head's discretion to suspend or exclude your child from the Nursery. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the Nursery if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside Nursery) is unsatisfactory and the suspension or exclusion is in the Nursery's best interests or those of your child or other children.

(b) The Head's discretion to require you to remove your child from the Nursery. The Head may in his or her discretion require you to remove your child from the Nursery if the Head considers that:

- (i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the Nursery, or the wellbeing of Nursery staff; and/or brings (or is likely to bring) the Nursery into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong;
- (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the Nursery's best interests and/or those of your child or other children.

## **8. The Nursery's Obligations**

(a) The scope of our duty to exercise reasonable skill and care for your child's Care and welfare. While your child attends the Nursery, we will exercise reasonable skill and care in respect of his or her care. This obligation will apply during the Nursery's published opening hours and at other times when your child is permitted to be on Nursery premises or is participating in activities organised by the Nursery. **We cannot accept any responsibility for the welfare of your child while off the Nursery premises unless he or she is taking part in a Nursery activity or otherwise under the supervision of a member of Nursery staff.** The Nursery shall adhere to and comply with the Children Act 1989 (as amended or superseded).

(b) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the Nursery's care, we will if practicable, attempt to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion, unless you have previously notified us you object to blood transfusions).**

(c) Our right to make changes at the Nursery. Our Prospectus describes the broad principles on which the Nursery is presently run. However, from time to time it may be necessary to make changes to any aspects of the Nursery, including the time-table or the manner of providing care for your child.

(d) We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's care prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the Nursery before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the Nursery under Clause 5(a).

(e) Monitoring your child's progress at the Nursery. We shall monitor your child's progress at the Nursery and produce regular written reports. **We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the Nursery at your expense. **You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the Nursery cannot provide adequately for your child's special needs.**

(f) Religious observance. Religious observance at the Nursery shall be conducted in accordance with the School's Mission Statement.

## 9. The Parents' Obligations

(a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and Nursery staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.

(b) Examples of the co-operation and assistance we require. You shall co-operate with the Nursery and Nursery staff in good faith, and including in particular by:

- (i) maintaining a constructive relationship with Nursery staff (including in instances where the Nursery is exercising its rights and performing its obligations under this contract);
- (ii) giving your child appropriate support at home;
- (iii) keeping the Nursery up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
- (iv) 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 it) are not withheld;
- (v) providing cooperation and assistance to the Nursery so that your child can participate and benefit from the Nursery's provision of care;
- (vi) attending meetings and keeping in touch with the Nursery where your child's interests so require.

(c) You must notify us of your child's health/medical conditions or special needs. **It is a condition of your child's joining the Nursery that you complete and submit to the Nursery a medical questionnaire in respect of your child.** You must inform the Nursery of any health or medical condition, special care need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the Nursery or otherwise, any reports or other materials relevant to any of the same.

(d) Circumstances where we may require you to keep your child away from Nursery. If the Nursery so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the Nursery until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing Care to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(e) You must notify us of any special arrangements needed for your child. You must inform the Nursery of any situations where special arrangements may be needed in relation to your child, including in relation to their care or welfare.

(f) You must notify us of any court orders that relate to, or that may impact upon, the provision of care for your child; and provide us with copies of them. 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 respect of (or relating to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of care for your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's care, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the Nursery with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

(g) We require you to nominate a 'responsible adult' for us to contact in your absence. **It is also a condition of your child's joining the Nursery that, where required (such requirement being made known to you by the Nursery prior to your child joining the Nursery), you notify the Nursery in writing if you are going to be away.** Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the Nursery is not able to contact you.

(h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the Nursery, the Nursery is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the Nursery is entitled to treat:

- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) any communication from the Nursery to one of you as having been given to both of you.

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

(i) 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 (ie, under any of Clauses 3(a), 4(c)(iii), 4(g), 5(a) or 5(b) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the Nursery shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**

(j) You must notify us of your child's absence from Nursery. The Head must be informed in writing of any reason for your child's absence from Nursery. The Nursery's prior consent should be sought for absence from the Nursery.

(k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the Nursery you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive Nursery days then you must inform the Nursery in writing and provide the details required by the Nursery as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

(k) Raising concerns with the Nursery and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the Nursery without undue delay. Complaints should be made in accordance with the

Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the Pre Prep at any time upon request.

## 10. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at Nursery or for the payment of fees due to absence of your child or closure of the Nursery premises.

## 11. How we may use Personal Information: References, Confidentiality and Data Protection

(a) Your consent to us using information relating to your child for certain purposes connected with the running of the Nursery. You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, whilst your child is at the Nursery and after he or she has left for the purposes of:

- (i) managing relationships between the Nursery and current pupils/parents and fulfilling our obligations under the contract with you;
- (ii) promoting the Nursery to prospective pupils/parents;
- (iii) publicising the Nursery's activities;
- (iv) communicating with the Nursery community and the body of former pupils.

In respect of (ii), (iii) and (iv), this includes use of such information by the Nursery in/on the Nursery's prospectus (in whatever format or medium it is produced/made available), the School's website.

(c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the Nursery;
- (ii) inform the Nursery of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the Nursery, including relevant contact details.

(d) We will send information (eg, Nursery reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the Nursery (including Nursery reports, correspondence and other materials relating to his or her progress, development and/or care generally). The Nursery shall therefore disclose such information as a matter of routine to such persons UNLESS the Nursery is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).

(f) The Data Protection Act 1998 and your consent to our processing of your/your child's personal data. The Nursery will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded). You consent to us processing such personal data:

- (i) as set out in this [Clause 11](#);
- (ii) in order to comply with any court order or legal, regulatory or good practice requirement;
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

## 12. Intellectual Property Rights

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

## 13. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the Nursery (including changes to the legal entity that owns and runs the Nursery) or amalgamation of the Nursery with another we may transfer the undertaking of the Nursery to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

**PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early.**

## 14. Cancellation of this Contract

(a) Our rights to end the contract. The Nursery may end this contract at any time by notice in writing to you, without any obligation to return any fees paid to you, if:

- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- (ii) your child is excluded from the Nursery;
- (iii) you are required to remove your child from the Nursery, including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the Nursery under [Clause 7\(c\)\(i\)](#) of this contract;
- (iv) 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 Care by the Nursery to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);

- (v) you fail or refuse to complete and submit to the Nursery a medical questionnaire in respect of your child and/or you fail or refuse to notify the Nursery in writing that you are going to be away;
  - (vi) you (or either of you):
    - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - (bb) are otherwise unable to pay your debts as they fall due;
    - (cc) are the subject of a bankruptcy petition or order; or
    - (dd) you enter into an individual voluntary arrangement; or
  - (vi) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the Nursery is not able to provide, or is compromised in providing care it needs to in satisfaction of its obligations under this contract.
- (b) **Your rights to end the contract.** You may end this contract at any time by notice in writing to the Nursery if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
  - (ii) the Nursery becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) **Ending the contract will not affect any accrued rights.** Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

## **15. Events outside of our, or your, control**

- (a) **What we mean by an "event outside of our/your control".** We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "event".
- (b) **What happens if we are affected by an event outside of our control.** If an event beyond our control arises which prevents or delays the Nursery's performance of any of its obligations under this contract, the Nursery shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the Nursery has acted reasonably and prudently to prevent and/or minimise the effect of the event, the Nursery will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the Nursery shall try during the continuance of the event to continue to provide care.
- (c) **Events lasting more than 6 months.** If the Nursery is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the Nursery shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the Nursery and without giving a term's notice or paying fees in lieu of notice.
- (d) **What happens if your child is affected by an event outside of your control.** Subject to Clause 4(h), if your child is physically unable to attend (or is likely not to be physically able to attend) the Nursery due to reasons caused by an event you shall give the Nursery notice in writing of such circumstances and the following provisions shall apply:
- (i) in consultation and cooperation with the Nursery you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of Care by the Nursery then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
  - (iii) if the event continues to prevent your child from attending the Nursery or being able to participate and benefit from any level of provision of care by the Nursery for more than six (6) months, you shall discuss with the Nursery a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the Nursery and without giving a term's notice or paying a term's fees in lieu of notice.

## **16. Communications between you and the Nursery**

- (a) **Notices must be in writing.** When this contract requires you or the Nursery to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) **We will use the contact details held by the 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.**
- (c) **How to provide written notice to the Nursery.** Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
- (i) delivered by hand to the Nursery;
  - (ii) sent to the Nursery by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;
- or
- (iii) otherwise sent to the Nursery's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) **we recommend** that notices you may wish to send us under any of **Clauses 3, 4(c)(iii), 5(a), 5(b) or 5(d)** of these terms and conditions are sent to the Nursery by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. Unless we agree otherwise, you should not provide any of these notices by email.

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

- (a) *The law that applies to this contract.* The contract between you and the 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.
- (b) *Rights in relation to the enforcement of this contract.* If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract, and, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**18. 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 Care 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.