

LINGFIELD COLLEGE NURSERY

TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide care and educational services.

Why you should read them. Please read these terms carefully before you accept our offer of a place at the Nursery for your child. These terms tell you who we are and how and on what basis the Nursery will provide care and educational services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the Nursery and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have something further explained to you, then please contact our Director of Finance & Resources at finance@lingfieldcollege.co.uk or telephone them on 01342 838153 to discuss.

1. INTERPRETATION

- 1.1 *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.

"**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 of whatever age admitted by the Nursery to be cared for and educated.

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

"**contract**" has the meaning given in Clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

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

"**Nursery Manager**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the Nursery, including anyone to whom such duties have been delegated;

The **Nursery** is a division within Lingfield College, for the ages of children as described on the Nursery's website and in its prospectus, but is part of the same legal entity as the College as a whole;

"**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 Nursery's website and from the Nursery at any time upon request;

"**Nursery Rules**" means the body of rules and policies of the Nursery which set out our expectations concerning conduct and behaviour as 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 documents comprising the rules and policies is available on the School website and from the Nursery at any time on request;

"**Notice**" means **written** notice must be given not less than six weeks in advance.

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

"**we**" or the "**Nursery**" means the legal entity carrying on as the Nursery as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the Nursery's express written consent 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 of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or intended to limit the application of the provision in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

- 1.2 *Who we are.* We are Lingfield College, a company limited by guarantee registered in England and Wales, registration number 2072135, charity registration number 295598, registered office Racecourse Road, Lingfield, Surrey, RH7 6PH.
- 1.3 *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees** and these **terms and conditions** (as in each case may be amended from time to time) form the terms of an agreement (the "**contract**") between you and the Nursery. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. ACCEPTANCE AND DEPOSIT

How you accept our offer of a place. An offer of a place for your child at the Nursery is accepted by you submitting the completed Acceptance Form, paying the deposit and agreeing start dates and sessions. If a nursery start date is later delayed, a retainer of 50% of the agreed predicted fee for the period delayed is required, this is payable in advance and non-returnable.

If a reduction of sessions is made, a retainer of 50% of the predicted fee for the agreed sessions is required for a six-week notice period, this payable in advance and non-returnable.

If you choose to defer your child's entry to Reception, you will need to have prior agreement whereupon it has been agreed that a deferred place to Reception is in the best interests of the child.

- 2.1 The non-refundable status of the deposit. The deposit is **not refundable** if your child does not take up their place at the Nursery. The deposit is also non-refundable if your child does not subsequently take up a place and complete a full year in Reception.
- 2.2 How we use the deposit. Unless you have indicated that you would like to donate the deposit to the School's bursary fund or the Lingfield College Crisis Support Fund, the deposit will form part of the general funds of the School until it is refunded (without interest, and less any amounts owing to the Nursery for any supplemental charges on your child's leaving (unless otherwise stated in these terms and conditions)).

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 their children's Nursery provision. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

3. WITHDRAWING YOUR ACCEPTANCE OF A PLACE BEFORE YOUR CHILD JOINS THE NURSERY

- 3.1 Notice to withdraw your acceptance of a place before your child joins the Nursery. If you wish to withdraw your acceptance of a place **BEFORE** your child starts at the Nursery you must give us at least six weeks' notice to that effect.
- 3.2 If we receive six weeks' notice. If you provide the six weeks' notice, no further fees will be payable, but you will not receive a refund of the deposit.
- 3.3 If we do not receive that period of notice. If you do not provide us with the six weeks' notice (or if no notice is provided at all) a charge for six weeks fees will be payable by you (whether or not your child takes up his or her place) and will become due and owing to the Nursery upon demand as a debt.

4. NURSERY FEES, SUPPLEMENTAL CHARGES AND PAYMENT

- 4.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of caring for and educating your child.
- 4.2 What the fees do not include: supplemental charges. We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example:
- 4.2.1 Ad-hoc nursery sessions
- 4.2.2 Certain additional charges incurred by the Nursery in providing for the special educational needs of your child which we have agreed with you in advance, may also be charged as supplemental charges.
- 4.3 Applicable taxes. All the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

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

- 4.4 Who is responsible for payment? **Each of you who has signed the Acceptance Form is jointly and severally 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 person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the Nursery are paid. In practice this means that if fees or supplemental charges have not been paid then to recover the outstanding payments, the Nursery can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. Court orders (for example where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the Nursery, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.
- 4.5 How one person can remove him/herself from their payment responsibility and circumstances where the Nursery may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting six weeks' notice, but that person must have obtained the prior written consent of both the Nursery and the other person who has signed the Acceptance Form before submitting such notice. Separately, the Nursery may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- 4.6 How the fees are charged and payment requirements. The fees are charged monthly through FAMILY (The Nursery Management Software). **Each month's fees fall due for payment by you on the first day of that month.** Each month'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 4.4 above). The fees must be paid in full by direct bank transfer on or before the first day of the month or if by direct debit on the 12th of each month. **We may not allow your child to attend Nursery if you do not pay on time.**
- 4.7 Payment of supplemental charges. All supplemental charges for each month (and for other unpaid supplemental charges that were agreed during the previous month) will be included in the Nursery's fees invoice. **All such supplemental charges must be paid in full by direct debit or direct bank transfer as per the terms in clause 4.7 above.**

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

- 4.8 Non-payment of fees: refusal to allow attendance. We may refuse to allow your child to attend the Nursery, withhold any references and/or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or if there is a persistent failure by you to pay the fees on time.
- 4.9 We can charge interest if you pay late. If you do not make any payment to the Nursery by the due date for payment (see Clauses 4.6 and 4.8 above) we will charge interest to you on the overdue amount at the rate of 2% a year above the base rate. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the Nursery the interest together with the overdue amount. The nursery reserves the right to charge an administration fee of £25 on any failed direct debit collection.
- 4.10 We can recover our costs for recovering late or non-payments. 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 debt recovery costs, and legal costs).

- 4.11 We can notify other educational institutions of your outstanding payments. We may inform any other Nursery or educational establishment 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.

- 4.12 Our ability to increase the fees. We will review our fees during the course of your child's care and 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 **school** term before the increase is to take effect, for example if the fees are to increase at the start of the Spring term, we will notify you before the end of the preceding Autumn term. This will allow you time to consider the increase and, if you wish to withdraw your child from the Nursery before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the Nursery under Clause 5.1 below.
- 4.13 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.
- 4.14 Information on your identity and the source of funds. From time to time, we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
- 4.14.1 your identity and/or place of residence;
 - 4.14.2 your child's identity;
 - 4.14.3 your child's right to enter, live and study in the United Kingdom; and
 - 4.14.4 the source of funds you are using to pay the fees.

You must provide the Nursery with the information and documentation we ask for. The Nursery reserves the right to carry out credit checks on any person responsible for the payment of fees and supplemental charges at any time.

- 4.15 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the Nursery shall be entitled to allocate payments from you to your account as it sees fit. For example, the Nursery shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the Nursery or School.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what period of notice we require from you if you wish to withdraw your child from the Nursery or remove your child from participating in an activity for which there is a supplemental charge.

Due to the monthly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.

5. NOTICE REQUIREMENTS

- 5.1 Notice to withdraw your child from the Nursery. If you wish to withdraw your child from the Nursery, you must give us a minimum of six weeks' notice. When the relevant amount in lieu of notice must be paid. If you do not give the nursery the notice required by Clause 5.1, you will have to pay fees for six weeks after the period in which your child leaves the nursery. Those fees will be payable as a debt on the earlier of the actual date of withdrawal or the date of your first indication of an intended date of withdrawal without the required notice.
- 5.2 Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give six weeks' notice to that effect or pay to the Nursery as a debt the relevant charges for the activity in which your child has ceased to participate.

6. NURSERY RULES

- 6.1 Compliance with the Nursery Rules. It is a condition of remaining at the Nursery that you and your child comply with the Nursery Rules. In addition, you must ensure that your child attends Nursery punctually and that your child conforms to any rules.

7. REQUIRED REMOVAL

- 7.1 The Nursery Manager's discretion to require you to remove your child from the Nursery. The Nursery Manager may in their discretion require you to remove your child from the Nursery if the Nursery Manager considers that:
- 7.1.1 **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
- 7.1.2 in the reasonable opinion of the Nursery Manager, the removal is in the Nursery's best interests and/or those of your child or other children.
- 7.2 What happens if your child is removed from the school. Should the Nursery Manager exercise their right under clause 7.1 above:
- 7.2.1 Fees in lieu of notice will not be payable and any supplemental charges that have been prepaid for or relating to any period after the period in which the exclusion/required removal occurred will be refunded.
- 7.3 Impact of removal on this contract. The Nursery's obligations under this contract will terminate with immediate effect if you are required to remove your child from the Nursery, but your liability for accrued obligations including the payment of sums due will continue.
- 7.4 Your right to have decisions regarding the removal of your child reviewed. You are entitled to have any decisions taken by the School to remove your child under this Clause 7 reviewed. (The request must be made in writing as soon as possible and in any event within ten days of the decision being notified to you.

- 7.5 You may be asked to leave the Nursery premises if the Nursery Manager, acting in a proper manner, considers such removal of your child or yourselves to be in the best interests of your child or of the Nursery.

8. THE NURSERY'S OBLIGATIONS

- 8.1 The period of your child's provision. Subject to these terms and conditions, the Nursery will accept your child as a pupil of the Nursery and register your child on the School's statutory register from the time of joining the Nursery until the end of his or her Schooling i.e., to the end of year 13.
- 8.2 If your child is accepted into the Nursery, the School shall not be obliged to permit your child to enter the Prep School, unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.
- 8.3 The scope of our duty to exercise reasonable skill and care for your child's education and care. While your child remains a pupil of the Nursery, we will exercise reasonable skill and care in respect of his or her education and care. This obligation will apply during Nursery 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 School premises unless he or she is taking part in a Nursery activity or otherwise under the direct supervision of a member of Nursery staff.**
- 8.4 Consent to participation physical activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in physical activities which may entail some risk of physical injury.
- 8.5 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the Nursery's care, we will try to contact you **and, if practicable we will share information from your child's medical file with the doctor or other medical practitioner.**
- 8.6 Our right to make changes at the Nursery. Our prospectus and website describe 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 to the curriculum or to the manner of providing care and education for your child. For this reason, please notify the Nursery if there is anything of particular concern to you contained in the prospectus or on the website, as it may be that recent changes are not reflected in the current version. The prospectus and website are not part of any agreement between you and the Nursery. If you wish to place specific reliance on a matter contained in the prospectus or on the website, you should seek written confirmation of that matter before entering into this contract.
- 8.7 We will give you notice of significant changes. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education and care prior to the end of the penultimate **school** term before the change is to take effect. For example, if a change is to take effect 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 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 5.1 above.
- 8.8 Monitoring your child's progress at the Nursery. We will monitor your child's progress at the Nursery and produce regular reports. We will advise you if we have any concerns about your child's progress and may refer you to the Nursery SENDCo for advice. The SENDCO can help you arrange a formal diagnosis at your expense.

9. THE PARENTS' OBLIGATIONS

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Nursery Manager and Nursery staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the Nursery and Nursery staff in good faith, including by:
- 9.2.1 maintaining a courteous and constructive relationship with Nursery staff, acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the Nursery are reasonable and appropriate;
 - 9.2.2 supporting your child's developmental progress by , giving appropriate support at home;
 - 9.2.3 keeping the Nursery up-to-date and informed about 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, as well as any changes to their immigration status);
 - 9.2.4 ensuring that all details or other information notified or otherwise disclosed to the Nursery about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
 - 9.2.5 providing cooperation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of education; and
 - 9.2.6 attending meetings and keeping in touch with the Nursery where your child's interests so require.
- 9.3 This is an inclusive Nursery, based on a Christian foundation, which seeks to foster understanding of, and empathy with, people from a wide range of religions and religious traditions; including those who have no religious belief.
- 9.4 You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at 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 educational need(s), disability, or allergies that your child has or subsequently develops, whether underlying, 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. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 12.1.2 below. The Nursery Manager may at any time require a medical opinion or certificate as to your child's general health where the Nursery Manager considers that necessary as a professional judgement in the interests of your child and/or the Nursery.
- 9.5 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 may be required 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. For example but not limited to 48 hours exclusion following sickness or diarrhoea.
- 9.6 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 for your child, including for their education or welfare.

- 9.7 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the Nursery if, at any time prior to or during your child's time at the Nursery, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of education to your child. This 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 education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the Nursery with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.8 We require you to nominate a 'responsible adult' for us to contact in your absence It is a condition of your child's joining and remaining at the Nursery that you complete and submit to the Nursery a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the Nursery is not able to contact you (in order to make decisions relating to your child) and who can look after your child in your absence.
- 9.9 We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the Nursery, the Nursery is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.11 below, you (and each of you) accept that the Nursery is entitled to treat:
- 9.9.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.9.2 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.

- 9.10 We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1, 4.7.5.(c), 4.15 or 5.1, must be in writing and signed by each of you as the holders of parental responsibility for your child (and the Nursery shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).
- 9.11 You must notify us of your child's absence from Nursery. The Nursery must be informed as soon as possible in writing of any reason for your child's absence from Nursery. You can do this by contacting the Nursery office (email: nurseryadmin@lingfieldcollege.co.uk). Any absence from Nursery for ill health must be reported before 10am on each day your child is absent from the Nursery. The Nursery reserves the right to report any excessive absences, for whatever reason, to the Social Services or any other appropriate body or as required by law or applicable regulatory authority.
- 9.12 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 all of the people who have signed the Acceptance Form as holders of parental responsibility for your child 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 a week then you must inform the Nursery immediately 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.

- 9.13 *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 School at any time upon request.

PLEASE READ THIS NEXT SECTION CAREFULLY – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parent's views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his or her own privacy.*

For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our Privacy Notice which is available on the School's website.

10. HOW WE MAY USE PERSONAL INFORMATION: REFERENCES, CONFIDENTIALITY AND DATA PROTECTION

- 10.1 *References for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. . Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

- 10.2 *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the Nursery.* This will include name, contact details, Nursery records, photographs and audio-visual recordings (including recording of lessons), both whilst your child is at the Nursery and after he or she has left, for the purposes of:

- 10.2.1 managing relationships between the Nursery and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety complaints, administration and processing of fees; and;
- 10.2.2 promoting the Nursery to prospective pupils/parents, publicising the Nursery's activities, providing references, and communicating with the Nursery community and the body of former pupils.

In respect of sub-clause 10.2.2 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 Nursery's website(s) and (where appropriate) the Nursery's social media channels.

- 10.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- 10.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the Nursery; and
 - 10.3.2 inform the Nursery of any change to your 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 you or your child that has previously been notified to the Nursery, including relevant contact details.
- 10.4 We will send information (e.g., Nursery reports) about your child to both of you as a matter of course. Any person who has parental responsibility for your child is 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 education generally). The Nursery will therefore disclose such information as a matter of routine to each such person 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 data protection law).
- 10.5 Data Protection Law. The Nursery will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (as it is amended or superseded), and other related legislation. We will process such personal data:
- 10.5.1 as set out in this Clause 10, and in the Nursery's 'Privacy Notice' which is available on the Nursery's website as may be amended from time to time;
 - 10.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - 10.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the Nursery's purposes.

11. CHANGES IN OWNERSHIP, ETC

We may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens. You agree to the novation of this contract in such circumstances to such another person or organisation on the same terms.

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

12. ENDING THIS CONTRACT

- 12.1 Our rights to end the contract. In addition to where this contract is terminated automatically as the result of an exclusion or required removal under Clause 7, the Nursery may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- 12.1.1 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;

- 12.1.2 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 and education 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 or any information about your child's health, medical condition, special educational needs, disability or allergies);
- 12.1.3 you fail or refuse to complete and submit to the Nursery a medical questionnaire in respect of your child and/or your child fails to attend a medical examination requested by the Nursery and/or you fail or refuse to inform us of your child's absence. ;
- 12.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity/residence, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4.15; Instead of ending this contract, we may otherwise refuse to allow your child to attend Nursery until the relevant satisfactory information has been provided. For example, you child may not be permitted to attend Nursery unless and until they have a valid visa.
- 12.1.5 your child no longer holds an immigration status which confers a right to enter and study in the UK and you have been unable to resolve this issue within a reasonable timeframe.
- 12.1.6 you (or either of you):
- a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - b) repeatedly or persistently fail to pay the fees on time;
 - c) are otherwise unable to pay your debts as they fall due;
 - d) are the subject of a bankruptcy petition or order; or
 - e) you enter into an individual voluntary arrangement; or
- 12.1.7 you otherwise do not comply with (i.e., 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 School's reasonable discretion, the School is not able to provide, or is compromised in providing, the care and educational services it needs to in satisfaction of its obligations under this contract.

12.2 Your rights to end the contract. You may end this contract at any time by notice in writing to the Nursery if the Nursery commits a material breach of any term of this contract and (if such breach is remediable) fails to remedy the breach within a period of 28 days after being notified in writing to do so.

12.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's Schooling at the end of year 13 (or, if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to the Prep School (at the end of Nursery).

12.4 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, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

13. EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL

- 13.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance, advice, 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 13 we shall refer to such events outside of our/your control as an "**event**".
- 13.2 What happens if we are affected by an event outside of **our** control. If an event arises which prevents, hinders or delays the Nursery's performance of any of its obligations under this contract, the Nursery may 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 and educational services
- 13.3 Events lasting more than 6 months. If the Nursery is wholly and completely 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 six weeks' notice. Clause 5.1 shall not apply to the cancellation of the contract in these circumstances.
- 13.4 What happens if your child is affected by an event outside of **your** control. Subject to Clause 4.15 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any care and education at 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:
- 13.4.1 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;
- 13.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 13.4.1 above, your child is not able to participate and benefit from any level of provision of care and education 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
- 13.4.3 if the event continues to prevent your child wholly and completely from attending the Nursery or being able to participate and benefit from any level of provision of care and education 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 or the Nursery shall be entitled to cancel the contract on written notice and without you being required to give six weeks' notice. Clause 5.1 shall not apply to the cancellation of the contract in these circumstances.

14. COMMUNICATIONS BETWEEN YOU AND THE NURSERY

- 14.1 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.
- 14.2 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.**
- 14.3 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:
- 14.3.1 sent by email to the School using this email address: admissions@lingfieldcollege.co.uk; and in receipt of acknowledgement thereof.
 - 14.3.2 sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;
 - 14.3.3 delivered by hand to the School, and acknowledged in writing by a member of the office staff working in the office at the time of delivery;

Notices delivered by hand will not constitute notices to the Nursery unless they are acknowledged in writing in accordance with Clause 14.3.3.

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 if you provide notice under any of Clauses 3, 4.13, 5.1 or 5.3 of these terms and conditions (which are the provisions dealing with withdrawing your child from the Nursery or otherwise changing their place) you telephone Admissions to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 days (during a School holiday period) after sending the notice.

15. LIMITATION OF LIABILITY

- 15.1 The Nursery shall not be liable to you and/or your child for any loss of profit or income, loss of goodwill or reputation, loss of contracts, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.
- 15.2 The Nursery does not attempt to exclude or limit its liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.
- 15.3 Subject to Clause 16.2, the Nursery's liability for losses arising from or breach of its obligations under this contract or any other cause of action are limited to an amount equal to the amount of fees paid or payable by you in the period of twelve (12) months prior to the date any such liability is incurred.
- 15.4 The Nursery shall not be liable to you and/or your child for any losses due to circumstances beyond its reasonable control.
- 15.5 You acknowledge and agree that the limitations on the Nursery's liability set out in this Clause are reasonable on the basis of the level the Nursery's fees and its status as an educational charity.

16. THE LAW THAT APPLIES TO THIS CONTRACT AND WHERE LEGAL PROCEEDINGS MAY BE BROUGHT

- 16.1 The law that applies to this contract. The contract between you and the Nursery is governed by English Law and either you or the Nursery must bring legal proceedings in respect of this contract in the English courts.
- 16.2 Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

17. 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 to assist the proper delivery of care and education at the Nursery. The School will send you notice of any such modifications prior to the end of the penultimate **school** term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term. The updated version of these terms and conditions is available on our website www.lingfieldcollege.co.uk.

18. ENTIRE AGREEMENT.

These terms and conditions (and any variations agreed between us in writing) constitute the entire agreement between us and supersede any previous agreement between us and relation to the subject matter of these terms and conditions.