

Falcons Pre-Preparatory Chiswick Plus Programme

Terms and conditions

1 Terminology

- 1.1 **The Child:** is the child named on the acceptance form.
- 1.2 **The Nursery or We or Us:** means Falcons Pre-Preparatory Chiswick Nursery School as now or in the future constituted (and any successor).
- 1.3 **The Head:** is responsible for the day to day running of the Nursery and that expression includes those to whom any duties of the Head have been delegated.
- 1.4 **Plus Programme:** means the video and digital content and the 90 minutes per week face to face activities provided by us for the Child.
- 1.5 **Premises:** means the premises from which the face to face activities of the Plus Programme are delivered.
- 1.6 **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.
- 1.7 **Term:** means the period between and including the first and last days of the relevant Nursery term.

2 The Nursery

- 2.1 **Our aims:** 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 Plus Programme.
- 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 Premises if unwell.

3 Joining the Plus Programme

- 3.1 **Registration of interest:** The Child will be considered for Entry to the Plus Programme when the enquiry form (<https://www.falconschiswick.co.uk/falconschiswick-plus/>) has been completed and submitted to the School.
- 3.2 **Admission:** occurs when the Parents accept the offer of a place by the Nursery and they complete the acceptance form. Admission to the Plus Programme will be subject to the availability of a place.
- 3.3 **Entry:** occurs on the earliest date of when You receive access to the digital and video content or Your Child attends the face to face activities at Nursery Premises for the first time under these Terms and Conditions.
- 3.4 **Change:** The Nursery reserves the right to make changes to the Plus Programme. 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 Term.

4 Fees

- 4.1 **Fees:** In these Terms and conditions Fees include the termly fees for the Plus Programme.
- 4.2 **Payment of Fees:** You jointly and severally agree to pay the Fees applicable to each Term directly to the Nursery. Fees for the first Term following Entry are payable when You accept the offer of place. Fees for each subsequent Term are due and payable as cleared funds before the commencement of the Term to which they relate. 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.
- 4.3 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded, reduced or waived if:
- 4.3.1 the Child is absent through illness; or
 - 4.3.2 a Term is shortened or a vacation extended; or
 - 4.3.3 the Nursery is temporarily closed due to adverse weather conditions or other safety related reasons; or
 - 4.3.4 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

5 Services and pastoral care

- 5.1 **Digital and video activities:** Subject to these terms and conditions We will provide You with access to weekly digital and video activities via an online platform.
- 5.2 **Attendance at the Nursery Premises:** One of the Parents must attend each of the face to face activities sessions provided to the Child at the Premises.
- 5.3 **Physical contact:** You give Your consent to such physical contact as may accord with good practice and be appropriate and proper for 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.
- 5.4 **Concerns or complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Head. Parents will remain courteous and respectful at all times in their dealings with the Nursery regardless of any complaint. A copy of the complaints procedure can be provided on request.
- 5.5 **Dietary requirements:** The Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note 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.
- 5.6 **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 unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from the Plus programme. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section 7.

5.7 **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, welfare and medical matters**

6.1 **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. The Head 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.

6.2 **Infectious and contagious diseases:** The Child and/or their accompanying adult will not be permitted to attend the Premises with an infectious or contagious disease and must not return to the Premises until medically fit. The Nursery reserves the right to require You to take the Child home if they or You become unwell whilst attending the premises.

6.3 **Medical information:** Throughout the Child's time as a participant in the Plus Programme, the Nursery Head 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.

7 **Cancellation and withdrawal**

7.1 **Notice:** means written notice given by:

7.1.1 both Parents; or

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

7.1.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate;

delivered to and actually received by the Head before the first day of the Term. No other notice will suffice. The Parents should contact the Head if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.

7.2 **Cancel or Cancellation:** means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Child's Entry to the Plus Programme or where the Child does not participate in the Plus Programme on or after the date of Entry without notice of Cancellation. Please see clause 3.3 for details of when Entry to the Plus Programme occurs.

7.3 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either of the Parents meeting face to face with a member of the Nursery staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We received Your completed and signed acceptance form. Information about the right to cancel, how to cancel and the refund of sums paid is set out in the Nursery's cancellation notice and form published on the Nursery website.

7.4 **Cancelling acceptance or withdrawal:** If the Parents give Notice of Cancellation or the Child's Entry to the Plus Programme does not occur, or the Child is withdrawn during the

programme, the Nursery shall retain the Term's Fees. The Nursery relies on commitments given when accepting places to budget for income and expenditure requirements each year. Cases of genuine hardship will be given special consideration on written request.

- 7.5 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from the Plus Programme, if, after consultation with the Parents, the Nursery Head 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.

8 **General conditions**

- 8.1 **Variations:** these Terms and conditions and the Sessions and Fees list are subject to change from time to time to reflect changes in the law or custom and practice at the Nursery.
- 8.2 **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 the letter of offer, the acceptance form and the Sessions and Fees List.
- 8.3 **Intellectual property rights:** All resources shared, whether in a written, video, audio or digital format are the intellectual property of Alpha Plus Group Ltd. You must not share these resources with a third party.
- 8.4 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.
- 8.5 **Information for parents:** We provide parents of prospective pupils with information about the Plus Programme in good faith. This information may be contained in the Nursery's prospectus / website / promotional literature 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 Head that the information is accurate before submitting a completed acceptance form.
- 8.6 **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.
- 8.7 **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.
- 8.8 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.
- 8.9 **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.

9 **Events beyond the control of the parties**

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

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

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

9.1.3 outbreak of epidemic or pandemic of disease;

9.1.4 failure of utility service or transportation.

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

9.2 **Notification:** If either the Nursery is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, the Nursery shall immediately notify the Parents in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

9.3 **Continued force majeure:** The Nursery shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 30 days, the Nursery shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

9.4 **Fees:** Fees will not be refunded, reduced or waived in the circumstance of a Force Majeure Event.