



## ABOUT US

---

### History

Holland Park Pre-Prep & Nursery (HPPN) was founded in 1990 by Kitty Mason. As a new mother, Kitty was anxious for her child to experience the best nursery care available but found the options at the time to be lacking. From the outset, her ambition was to provide individual, high quality childcare, as well as a well-rounded education for her sons Peter and Anthony; her niece and nephew soon followed.

Almost 30 years after the nursery's foundation Kitty's two grandchildren (my children) are following in their father's footsteps. As a new parent returning to work, I appreciated the high quality and wrap-around care available at HPPN for my son, Sam. After he was joined by Lily, I decided to leave my career in accountancy and take over running the nursery from Kitty. I will continue to ensure that HPPN provides the high quality full-time childcare and also maintain the nursery as a family run business.

The family run nature of the business contributes to the ethos of HPPN as a family and community for the staff, parents and children alike. It also ensures continuous quality control! We still follow the path of individual, high quality childcare and a well-rounded education today, and look forward to meeting you soon.

*Naomi Mason*  
*Headmistress*

### Our Ethos & Curriculum

At Holland Park Pre-Prep & Nursery (HPPN) we are dedicated in providing outstanding early years education for children. We pride ourselves on being a home from home for the children, recognising the importance of them feeling happy and safe in their environment.

Our aim is for the children to ***"be the best you can be"*** and we promote this through our core values:

- Be Happy
- Be Ambitious
- Be Resilient
- Be Respectful
- Be You!

We want to teach kindness, positive and healthy attitudes, high aspirations and most importantly, give the children the opportunity to be the best version of themselves.

Our curriculum enables the children to become independent, creative and ambitious whilst developing friendships, having respect for one another, and respect for the

world around them. We want children to leave HPPN as confident and independent learners, for them to have a love for learning which will last a lifetime!



Early Years Foundation Stage:

The Early Years Foundation Stage (EYFS) shapes our intent as we use the framework to support the children learning within the seven areas of learning and development adhering to the overarching principles that underpin these in practice.

The EYFS teaches that children are born ready, able and eager to learn. At HPPN learning is a journey and the children are well prepared as they move from class to class and then later, to their future schools. Each class helps to support children in learning new skills in line with the EYFS and our core values.

### **Nursery (Under 2s)**

We recognise that the first two years of life lay the foundation for everything to come. We ensure that every child feels valued and welcomed in a loving and nurturing environment, a home from home!

Our nursery caters for children aged 3 months to 2 years old and consists of two classrooms:

- Circle Class is a cosy, quieter environment for our youngest children. The room is designed to support babies as they learn to crawl and cruise, communicate, and build their first social skills. We provide a caring and stimulating environment, focusing on sensory experiences to speak to their exploratory tendencies and support their cognitive development.
- District Class caters to our growing babies and toddlers once they are able to walk. The room provides new challenges and more opportunities to build their social skills. The children have their own balcony to provide easy access to the outdoors, between their daily visits to our main garden which helps to aid their physical development. Trips are also arranged to external sites, such as the local parks, library and museums (with Circle Class joining when possible).

We know just how precious these first years are, and how much they develop and learn in this time. Both of our classes provide a wide range of experiences to ensure your children have the chance to continuously develop, while taking the greatest care to ensure we look after their emotional well-being.



## Pre-Prep (Over 2s)

Our Pre-Prep caters for children aged 2 years old to 5 years old (pre-reception) and consists of three classrooms:

- Piccadilly Class is designed to support our 2-year-olds in their continued development. We understand that children of this age still need a great deal of emotional support as they build their bodies and minds in preparation for later learning. Whether joining us for the first time or transitioning from the nursery, we provide each child with a tailored approach to ensure they get the most out of this room. Children are given a mixture of structured learning, free play and garden time, while also developing valuable social and self-care skills.
- Central Class focuses on building on the skills taught in Piccadilly Class, including practical life skills. Additional structured learning is in place to start to teach children phonics and numeracy alongside a wide range of topics to broaden their understanding of the world around them. Physical, social and language development are still key at this age, and so we provide regular opportunities for Central Class to join with their older peers to learn from them and challenge themselves. We encourage regular garden time and provide climbing equipment, tricycles and other sports equipment to promote physical activity alone and as a group.
- Jubilee Class is aimed at providing school readiness for children who will be going to Reception Class the following September, while still allowing them to have fun and build their personalities before school really starts! We have a focus on Mathematics and Literacy in this class, but also put an emphasis on creativity and external experiences, with trips to parks, museums and art installations.

## Extra-curricular classes

We include a number of extra-curricular classes as a standard part of our timetable. All of these are taught by specialist teachers and included in our fees unless separately mentioned.

Everybody, from babies up, receives the following lessons:

- Dance with The Little Dance Academy
- French with Bilingual Beats
- Yoga with LoveDoesYoga

Our over 2s also take weekly sports with The Little Foxes Club and music with Mr Phil, a qualified music teacher.

Piano and singing lessons are available for children over 18 months from our visiting teacher Miss Leslie at an additional charge.



## **FURTHER INFORMATION**

---

### **Attendance Patterns**

We are open from 7.00am until 6.30pm and various attendance patterns are offered subject to availability:

**Full Day** 8.30am - 6.30pm

**School Day** 8.30am - 3.00pm

**Mornings Only** 8.30am - 12.00pm

**Afternoons Only** 3.00pm - 6.30pm

Breakfast club is available from 7.00am to 8.30am and extra hours can be booked for an additional charge (subject to availability).

After school care is also available for external children from 3.00pm to 6.30pm; we collect from school and provide supper.

### **Nursery (Children up to 2 years old)**

All children will follow a day care all year round pattern up until and including the quarter that their 2nd birthday falls in. They will then automatically transfer to term time attendance sessions and fees in the following term will reflect this.

### **Pre-Prep (Children over 2 years old)**

Children aged 2 to 5 years follow a school term attendance pattern. For children attending 5 days per week, fees are the same for each term, irrespective of the actual length of the term. A [Holiday Club](#) is available outside term dates.

### **Minibus**

We are very fortunate to have our own minibus and dedicated driver, Mr Clinton, who is available to collect and drop off your children between 7am and 4pm for an additional charge.



## Food & Nutrition

All of our delicious food is freshly cooked by our in-house chef Vivian who has been with us for 27 years!

We provide vegetarian options at every meal, and cater for all allergies and dietary requirements.

In our nursery we encourage healthy eating:

- Fresh fruit and vegetables are provided every day.
- Children receive a healthy morning and afternoon snack, which will include fresh fruit every day, and milk (or a milk alternative).
- We encourage the children to be involved in snack and meal preparation. We also encourage the older children to serve themselves to promote healthy choices.
- Cooking classes are a standard part of the curriculum and teach a variety of different recipes; from traditional dishes to the odd treat cake!

## Holiday Club

Holiday Club is provided outside of our standard term dates for our children as well as external children aged 2 to 6 years old, and must be booked in advanced.

There is no formal teaching during Holiday Club, instead our activities are based around creative and physical activities, as well as external trips such as local parks, farms and museums.

Holiday Club is available for the following times:

**Full Day** 8.30am - 6.30pm

**School Day** 8.30am - 3.00pm

**Morning Only** 8.30am - 12.00pm

Breakfast Club is available from 7.00am to 8.30am and extra hours can be booked for an additional charge (subject to availability).

## FEES AND ADMISSIONS INFORMATION



### 2021 Fees

#### CHILDREN UP TO 2 YEARS OLD

All children will follow a day care all year round pattern up until and including the quarter that their 2nd birthday falls in. They will then automatically transfer to term time attendance sessions and fees from the start of the next quarter will reflect this. We are open from 7.30am until 6.30pm and fees are adjusted according to the number of hours requested.

#### DAY CARE

Fees are invoiced quarterly in advance (13 weeks per quarter)

Age	Attendance		Daily Rate	For 5 sessions per week
0 - 2 years	8.30am to 6.30pm		£122	£7,320 per quarter
	8.30am to 3.00pm		£98	£5,880 per quarter
	AM	9.00am to 12.00pm	£68 per half day	£4,080 per quarter
	PM	3.00pm to 6.30pm	£68 per half day	£4,080 per quarter
Extra hours: £21.50 per hour				

Invoices are raised quarterly and a **THREE MONTH** notice period **IN WRITING** is required for any child leaving whilst on this fee structure. Fees are payable during the notice period. Fees for whole quarters are the same irrespective of the number of days of closure during the quarter. Fees for whole quarters are only applied if the child is present throughout the whole quarter and are not offered on a pro rata basis.

#### FEES FOR TERM TIME ATTENDANCE (2 to 4 years)

**Termly Attendance:** Children aged 2 to 4 years follow a school term attendance pattern. For children attending 5 days per week, fees are the same for each term, irrespective of the actual length of the term. Holiday Club is available outside term dates. Fees are invoiced termly in advance and must be paid on or before the first day of term.

A notice period of a **FULL TERM** is required **IN WRITING** for any child leaving whilst on this fee structure. For example, if you wish for your child not to attend in the Autumn Term, you will need to have informed us in writing before the start of the preceding Summer Term. Fees are payable during the notice period.

Age	Attendance	Daily Rate	For 5 sessions per week	
			Per term	Per year
2 years (see Notes)	8.30am to 6.30pm	£110	£6,600	£19,800
	8.30am to 3.00pm	£96	£5,760	£17,280
	8.30am to 12.00pm	£63	£3,780	£11,340
	Extra hours: £16.50 per hour			

In the term following a child's 3<sup>rd</sup> birthday, all children are eligible to receive 15 hours of free childcare paid for by the Royal Borough of Kensington and Chelsea (RBKC), provided that parents have completed the RBKC Parental Declaration Form in advance of taking the place. This 15 hour allowance is allocated as a maximum of 3 hours per day, available in afternoons only. Parents who wish to use **ONLY** the free 15 hours per week of childcare funded by RBKC will need to contact the nursery to find out which hours are available.

Parents who meet certain qualifying criteria are entitled to an additional 15 hours, giving a total of 30 hours of free childcare paid for by the Royal Borough. Please see



<https://www.gov.uk/government/publications/30-hours-free-childcare-eligibility> for more information. If you are eligible please contact us. Our funded hours for 30-hours places are 12:30 to 6:30 p.m. daily, and all other hours are chargeable. Any places, funded or otherwise, are dependent on availability. For parents taking funded hours only, meals taken are chargeable at £3 per meal.

Age	Attendance	Daily Rate	For 5 sessions per week	
			Per term	Per year
3 to 4 years (see notes)	8.30am to 6.30pm	£88 from parents + £19.95 from RBKC	£5,283 from parents + £1,263.50 from RBKC	£15,849 from parents + £3,790.50 from RBKC
	8.30am to 3.00pm	£76 from parents + £19.95 from RBKC	£4,560 from parents + £1,263.50 from RBKC	£13,680 from parents + £3,790.50 from RBKC
	Extra hours: £16 per hour			

Funding amounts from RBKC may change and fees may be adjusted up or down as a consequence.

### EXTRA CHARGES

Breakfast Club*	Daily	Weekly	Under 2's Per quarter	2 years and over Per term
7.00am to 8.30am	£11	£44	£572	£528
After school care (for external Children)	£26	n/a	n/a	n/a

\* Must be pre-booked and pre-paid

**Minibus collections:** £8.70 single (depending on location), £15.30 (depending on location) same-day return

### Holiday Club

Prior booking is required. Please book using a Holiday Club Booking Form.

Attendance	2 year olds	Over 3's
8.30am to 6.30pm	£90 per day	£80 per day
8.30am to 3.00pm	£75 per day	£70 per day
8.30am to 12.00pm	£60 per day	£45 per day
8.30am to 6.30pm Monday to Friday	£400 per week	£360 per week

### NOTES

#### Children aged 3 and above

From the term following a child's third birthday children are encouraged to attend a minimum of the core 8.30am to 3.00pm school day every day of the week, to prepare them for school.

#### Sibling Discount

For siblings who are **both** attending full time care (8.30am to 6.30pm) or School hours (8.30am to 3.00pm) every day of the week, a 10% discount is allocated to the second child. The discount is not available for holiday club which is already discounted.



## **Registration**

There is a £125 Registration Fee due with the application. Upon a parent accepting an offer a deposit is required to secure the place and will need to be paid within one month of the offer letter being sent. The registration fee is reduced to £100 if paid on the first nursery visit, if paid without visiting, or for a sibling of a child already registered.

## **Late fees**

If you pick up your child late, a fee will be charged. This is £25 for the first 15 minutes and £1 each minute thereafter. This is irrespective of the time of day. The office will invoice you for any extra time at the end of each month.

## **Payment**

Fees must be paid by the first day of the term or quarter. A charge of 10% will be applied for late payment. Fees can be paid monthly providing they are paid on the first of every month, and we recommend that you set up a standing order for this purpose.

## **Monthly payments and voucher payments**

Parents have the option to pay using childcare vouchers or to pay monthly. We accept most childcare vouchers and tax free childcare. There is a £10 per month administration charge for using vouchers, or for paying monthly. For parents who do both, i.e. pay monthly using vouchers, we will only apply the charge once. For administrative purposes, parents who are billed quarterly and pay monthly will have £30 added to their invoices. Parents who are billed termly and pay monthly will have £30 added to their invoices for the Spring Term and £40 added to their invoices for the Summer and Autumn Terms, in line with the number of monthly payments.

## **Bank account details**

Lloyds Bank

Sort code: 30-98-71

Account number: 58111760

Account name: Holland Park Day Nursery

Swift Code: LOYDGB21006

IBAN: GB06LOYD30987158111760

As a result of the increased risk posed by cyber fraud, and especially those related to bank account details, any changes to our bank account details will only ever be communicated in person. Any communication purporting to be from the Nursery in this regard should be immediately referred to a member of the management team.





## Admissions

Children are admitted on a first-come first-served basis.

1. Call 020 7602 9066 to arrange tour<sup>(a)</sup> or email [info@hpps.co.uk](mailto:info@hpps.co.uk)
2. Complete the Application Form relevant to your child's age (see below), and pay the registration fee £125<sup>(b)</sup>
3. If a place is available an offer of a place will be emailed to you.
4. To confirm the place you need to pay the £2000 deposit<sup>(c)</sup> by the date stated in your offer letter.
5. Once the deposit is received the place will be confirmed (settling and start dates, and hours of attendance).
6. Complete a Parents' Questionnaire, Form of Undertaking, and provide required details, e.g. a copy of child's birth certificate/passport.
7. Invoice for fees sent, child settles for 1 week and starts.

(a) You can complete the registration form and pay the registration fee before or after coming for a tour.

(b) You can pay by bank transfer, debit card, cheque or cash.

(c) The deposit is refundable providing 1 clear term's notice (for over 2s) or three months notice (for under 2s) in writing is given. Fees are payable during the notice period. It is not refundable if the place is not subsequently taken up.



# Parent Contract and Terms and Conditions

## PART A

This contract is between:

Holland Park Pre-Prep & Nursery, a partnership, the principal address of which is 5 Holland Road, London, W14 8HJ; and

**[Parent name]** of **[Address]**.

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Child or Children					
Hours of attendance (add as applicable)	Mon am pm	Tues am pm	Wed am pm	Thurs am pm	Fri am pm
Attendance pattern	Termly / Full Year				
Current fees	£[AMOUNT] per term/quarter, payable by the first day of the term/quarter to which they relate				
Charges for late collection of the Child	£25 for first 15 minutes and £1 each minute thereafter that you are late in collecting the Child				
Notice required to terminate this contract	One full term or one quarter's notice depending on the fee structure applied (whether it is you or us who wishes the Child to stop attending this written notice is required to be given)				



Signed ..... for and on behalf of Holland Park Pre-Prep & Nursery

Position in nursery: .....

Signed - (both parents/carers to sign)

Mother/carer: .....

Father/carer: .....

Date: .....

**Agreement for payment of fees**

Child's name.....

Parent's name.....

Person responsible for payment of fees

Name.....

Address.....

.....

.....Postcode.....

**Telephone:**

Day.....

Evening .....

Mobile .....

I hereby agree to pay the fees for the above child on the date they are due.

Signed..... Date.....

Preferred payment method (*circle*):

Direct Debit

Cheque

Cash

Debit Card

Childcare vouchers/ Tax  
Free Childcare

Other - specify

## PART B – TERMS AND CONDITIONS

### 1. Definitions

1.1 The definitions below apply in these terms and conditions.

**“Child”** the child or children who are named in Part A;

**“You”** the person, firm or company who purchases Services from us;

**“Services”** the services of a nursery during the days or half days indicated in Part A (excluding bank and public holidays and full nursery closure dates, such as staff training, as notified), together with any other services which we provide, or agree to provide, to you;

**“Us”** the nursery named in Part A.

1.2 A reference to **writing** or **written** includes emails from email addresses previously registered with us.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

### 2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form and the registration fee of £125, and we have confirmed to you in writing that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to you by us,

2.2.2 A policy issued to you by us,

2.2.3 A letter that is signed by both you and us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

### 3. Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one full term or one quarter’s written notice, depending on the fee structure in place. However, the contract can, in some circumstances be terminated immediately under clause 18. As an example, if you wish for your child to stop attending at the end of the Summer Term, written notice will need to be received by the nursery before the first day of

the Summer Term. If notice is received after the first day of the Summer Term, you will be liable for fees in the Autumn Term.



3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit.

#### **4. Suspension of the Services**

The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one full term or one quarter's written notice, depending on the fee structure in place.

#### **5. Our Obligations**

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with our social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the Child without being charged fees in lieu of notice.

#### **6. Your obligations**

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the Child;

6.1.2.1.5 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up to date, by promptly informing us in writing whenever they change.

6.2.1 As regards arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.

6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

6.4 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

## **7. Charges and payment**

7.1 You shall pay the charges as set out in Part A.

7.2 Charges are due even if the Child is absent.

7.3 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

7.4 The quoted charges are per Child, per core day and include lunch and supper where applicable.

7.5 Extra hours (or parts of an hour) will be charged for (at the published rate) and must be booked at least 24 hours in advance and paid for by the due date on the invoice.

7.6 The charges must be paid in advance, by the first day of the quarter or term, depending on the fee structure applied.

7.7 All payments must normally be made by BACS transfer, direct debit or childcare vouchers. We may agree to payment by cash, cheque or debit card, but it is your responsibility to obtain a receipt from the Bursar as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee (currently £10).



7.8 We may increase our charges once per year. We will give you written notice of any such increase one term before the proposed date of increase.

7.9 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

7.9.1 Make an interest charge of up to 1.5% per cent per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.

7.9.2 Charge you a reasonable administration fee (currently £10) and

7.9.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

7.10 If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

## **8. Reducing sessions**

You are required to give us one full term or one quarter's written notice, depending on the fee structure in place, of a reduction in the number of sessions you require.

## **9. Funded nursery education**

9.1 If you wish to take up your funded nursery education, you are required to complete and sign a Parental Declaration, detailing how and when you will take up the free sessions.

9.2 Our charges will not be made in respect of the funded hours as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session. Meals are charged at the rate of £3 per meal. [You may bring a cold packed lunch instead if you prefer, but we will not heat up food].

## **10. Welfare of the Child**

10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.



- 10.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery, and the rights and freedoms of others.
- 10.3 You consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.
- 10.4 Parents of Children who are not potty trained must provide disposable nappies.
- 10.5 We provide all formula milk for bottle feeding babies.
- 10.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 10.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Behaviour Management Policy. Please ask for a copy of it if necessary.
- 10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions; please refer to the individual policies and procedures and ask for a copy where required.

## **11. Health and medical matters**

- 11.1 If the Child becomes ill during the nursery session a member of staff will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
- 11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.
- 11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 11.4 If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.





11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.

11.6 Please also see clause 6.1.2 on matters we need to be informed about.

## **12. Food/dietary requirements**

12.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.

12.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

12.3 No packed lunches supplied by parents for after school/holiday club Children will be heated up by us.

## **13. Reporting of neglect or abuse**

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

## **14. Limitation of liability**

14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).

14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.

14.4 We shall not be liable for:

14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;

14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and

14.5 Subject always to clause 14.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.



## **15. Data protection**

- 15.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 15.2 We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the nursery manager.
- 15.3 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which can be found on our website and which is sent to all parents on enrolment.

## **16. Security**

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

## **17. Complaints and concerns**

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

## **18. Termination for breach of contract, or bankruptcy/insolvency**

- 18.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:
  - 18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or
  - 18.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 18.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its

debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.



## 18.2 On termination of the contract for any reason:

18.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

18.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

## 19. Events that are beyond our control

19.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, or if we are required to close under the instructions of the local authority, central government, or Public Health England, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

## 20. Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

## 21. Changes to these terms and conditions

21.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

21.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

## 22. No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.



### **23. Assignment**

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

### **24. Rights of third parties**

A person who is not a party to the contract shall not have any rights under or connection with it.

### **25. Governing law and jurisdiction**

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.