



Marlborough Road Pewsey Wiltshire SN9 5NT

## Terms and Conditions

### 1. GENERAL

- 1.1 We are Hayfran Trust, which trades as St Francis School and Little Saints Nursery, a charitable company limited by guarantee with company number 02164880 and registered office at Haybrook House, Marlborough Road, Pewsey, Wiltshire SN9 5NT. In these terms and conditions, we are described as “**The Nursery**”, “**The School**”, or “**We**”/“**Us**”. If you have any questions about these terms and conditions, or you wish to make a complaint about The Nursery, please contact us. To do so, please either telephone the Headmaster on 01672 563228 or write to him at headmaster@st-francis.wilts.sch.uk or Haybrook House, Marlborough Road, Pewsey, Wiltshire SN9 5NT.
- 1.2 The offer of a place and its acceptance by the Parents by completing the acceptance of place form gives rise to a legally binding contract between You and Us on the basis of these terms and conditions.

### 2. DEFINITIONS

The following definitions and rules of interpretation shall apply in these terms and conditions:

“**Fee**” and “**Fees**” where used in these terms and conditions include each of the following charges where applicable: fees for learning support; other extras such as clothing and equipment, photographs and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and damage where the Pupil alone or with others has caused wilful loss or damage to the Nursery or School property or the property of any other person (fair wear and tear excluded) and late payment surcharges if incurred.

“**Governors**” are the trustees of the School and Nursery.

“**Headmaster**” is the person appointed by the Governors to be responsible for the day-to-day running of the School and Nursery and that expression includes those to whom any duties of the Headmaster have been delegated.

“**Parents**”/“**You**” means those who have signed the acceptance of place form as parents or guardians and/or who have accepted responsibility for the Pupil’s attendance at the Nursery. The parents or guardians are jointly and severally responsible for complying with their obligations under these terms and conditions.

“**Pupil**” is the child named on the acceptance of place form as the Pupil.

“**Fees in lieu of notice**” means Fees in full for the contractual period of notice at the rate that would have applied had the Pupil attended

“**term**” means an academic term at the School the dates of which will be notified to you from time to time.

“**adequate notice**” is defined as a full term’s notice for children on term time only contracts and 8 weeks’ notice for children on annual (51 week) contracts.

“**force majeure**” shall mean any cause beyond a party’s control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

“**Policies**” means any policy or policies of the School published from time to time including but not limited to policies set out on the School website.

### 3. REGISTRATION AND ADMISSION

- 3.1 Children will be considered as candidates for admission to the Nursery when the registration form has been completed and returned to the School with a £75 registration fee. The registration fee shall not be returnable if the child is later withdrawn by the Parents. The registration fee will be returned if the Nursery cannot offer the place on the schedule and date required.
- 3.2 An offer of a place will be subject to the availability of a place and a child satisfying the admission requirements at the time.
- 3.3 “Admission” occurs when Parents accept the offer of a place by signing and returning this acceptance of place form together with a confirmation of place payment of £250.
- 3.4 “Entry” is the date when the Pupil attends the Nursery for the first time under this contract.
- 3.5 The confirmation of place payment shall be refunded when the pupil leaves the Nursery / School, provided adequate notice has been provided.

### 4. PAYMENT OF NURSERY FEES

- 4.1 The Parents undertake to pay to the Fees to the Nursery, which apply and are due and owing from time to time. Payment of the Fees to the Nursery shall be made by You monthly, in advance, on the first day of each month (the due date) by direct debit for children on annual contracts and termly on the first day of each term (the due date) for children on termly only contracts.
- 4.2 If the payment of fees referred to in 4.1 above shall be outstanding for more than 14 days then the Nursery may serve 14 days’ notice in writing to terminate this contract. Upon termination of this contract the child shall cease forthwith to be admitted to the Nursery, and the Nursery’s notice to so terminate shall be regarded as a formal demand for all outstanding monies.
- 4.3 The Nursery reserves the right to increase the said fees at any time upon giving one term’s written notice of the proposed increase to the Parents.
- 4.4 The Nursery shall be entitled to charge interest on any unpaid Fees at a rate of 2% above the Base Rate of the Bank of England per month.
- 4.5 Any payment made in respect of one Pupil may be appropriated by the Nursery to the unpaid account of any other Pupil of those Parents.

4.6 An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability under these terms and conditions. The School reserves the right to refuse a payment from a third party.

## **5. CALCULATION OF FEES**

5.1 The Nursery year runs from September 1st to August 31st. The Nursery closes for one week at Christmas and all other Bank Holidays.

5.2 The fees payable by the Parents are calculated by taking the child's weekly attendance fee, multiplying the same by 51, being the number of weeks the Nursery is open, and dividing by 12 to give a monthly payment which is required in accordance with clause 4.1.

5.3 The Nursery does not permit the payment of fees on a daily or weekly basis. Any payments by Parents upon this basis may be regarded by the Nursery as a breach of the Parents' payment obligations and the Nursery reserves the right to terminate this agreement upon serving 14 days' notice to the Parents regarding the payment default. Upon the expiration of the said 14 days' notice and the Parents having failed to remedy their payment default then the Nursery shall be entitled to treat this agreement as terminated and the provision of clause 4.2 shall apply.

5.4 The Nursery does not permit the pro-rata reduction of payment fees if the child is absent from the Nursery due to illness or holidays whilst the Nursery is open. The Parents are therefore obliged to make full payment. In the event of payment not being made then the Nursery reserves its right to terminate this agreement in accordance with clause 4.2.

## **6. CANCELLATION / TERMINATION**

6.1 At any time prior to Admission, either party may cancel the offer by serving 7 days written notice.

6.2 Parents must give adequate notice in writing to the Nursery Manager or Headmaster if they do not intend their child to proceed within the Nursery / School. Where adequate notice is not given you agree that you will pay Fees in lieu of notice and that that sum will become immediately payable. For the purposes of this clause, "adequate notice" shall be deemed to have been given to the School if it is received within two weeks of any notice from the School made in accordance with clause 4.3.

6.3 Parents may revoke a notice given under clause 6.2 at any time up to the commencement of the next period of time applicable to the Pupil and provided there is still a place available in the year group. However such notice may only be revoked for two time periods in succession.

6.4 Adequate notice must be given in writing if the Parents wish to cancel a place, which they have accepted, or if Parents wish to withdraw a Pupil who has entered the Nursery.

6.5 If the Parents cancel their acceptance of a place less than the adequate time period before Entry or the Pupil does not join the Nursery after a place has been accepted and not cancelled, then you agree that the Fees in lieu of notice will be payable and the confirmation of place payment will be forfeited. Parents who cancel acceptance on more than the adequate notice period before entry will not be required to pay Fees in lieu of notice but you agree that the confirmation of place payment may be retained by the School.

## **7. MOVING UP TO THE SCHOOL**

7.1 Registration of a child as a prospective pupil in the Nursery does not secure the child a place at the School but does ensure that the child is considered for entry as a pupil at the School. To register a child for the School, and guarantee a place, a further £250 deposit is required. This can be paid at any time and a place will be secured for your child. The School will also contact you during the Spring term preceding your child's presumed move into the School's Reception class with further details.

## **8. FORCE MAJEURE**

8.1 In the event of a force majeure event arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure.

8.2 Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues.

## **9. LIMITATION OF LIABILITY**

9.1 This clause 9 sets out the entire financial liability of the School (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Parents in respect of:

- (a) any breach of these terms and conditions; and
- (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms and conditions.

9.2 Nothing in these terms and conditions limits or excludes the liability of the School for any damage or liability incurred by the Parents as a result of fraud or fraudulent misrepresentation by the School. Further nothing in these terms and conditions excludes or limits the liability of the School in relation to death or personal injury arising out of the negligence of the School.

9.3 Subject to clause 9.2:

- (a) the School shall not be liable for any special, indirect, consequential or pure economic loss, loss of opportunity, costs, damages, charges or expenses;
- (b) the School's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these terms and conditions shall be limited to the amount of Fees paid by the Parents to the School in respect of the relevant Pupil at the time of the relevant claim.

## **10. POLICIES**

10.1 These terms and conditions should be read in conjunction with and incorporate the provisions set out in the Policies published by the School. The Policies are available on request to the Bursar and the Parents accept all obligations set out in the Policies. The Policies may be updated from time to time and where Policies are changed Parents will be notified via the School's website, newsletter or such other briefing as the School deems appropriate. The provisions of an updated policy shall take immediate effect. We will use the personal information relating to You and the Pupil that You provide to Us in accordance with Our Policy on data protection and in order to provide education services to You and the Pupil and to process payment of the Fees.

10.2 In the event of a conflict between these terms and conditions and the provisions of the Policies, the terms and conditions set out herein shall take precedence.

## **10. JURISDICTION**

This contract is governed exclusively by English law and any dispute arising out of or in connection with these terms and conditions shall be settled under the exclusive jurisdiction of the courts of England and Wales.