



ALTRINCHAM PREPARATORY SCHOOL

NURSERY TERMS & CONDITIONS

September 2023

1. These Nursery 'Terms and Conditions' are necessary in order to maintain our high standards and to ensure boys derive the maximum benefit from their attendance.
2. The Nursery 'Terms and Conditions' are a separate contractual arrangement from the 'Terms and Conditions' that are in operation for the rest of the school.

3. AGE OF ADMITTANCE/OPENING HOURS/ATTENDANCE

Boys aged 2+ years, i.e. the academic year (September to August) in which they turn 3, are welcomed. The boys will be accommodated in a Nursery setting designed, equipped and staffed to meet their developmental needs.

The Nursery will be open for approximately 48 weeks of the year, Monday to Friday from 8.00am to 6.00pm.

Subject to availability, boys may attend:

- Long days (8.00am – 6.00pm)
- Short days (8.30am-3.30pm) or (9.00am-4.00pm)
- Morning sessions (8.00am-1.00pm)

Attendance is recorded when boys arrive and leave and parents/guardians need to inform us if a boy is to be absent for any reason by phone call to the school office or by email (nursery@altprep.co.uk).

Additional charges of £10 for every 15 minutes or part thereof will apply if boys are not collected on time or arrive prior to their session starting.

Requests to amend booking/attendance patterns may only be made in writing, with a minimum of 24 hours-notice, by email (nursery@altprep.co.uk) and are at the discretion of management.

4. REGISTRATION, FEES, PAYMENT AND NOTICE PERIOD

- When a place is offered, a non-refundable deposit of £500 is required to secure the place at APS, as well as completion and return of the signed acceptance slip on the offer letter. The deposit will be refunded once your son has completed his time at APS and his account has been settled in full. The acceptance slip must be signed by both parents or by all those who have legal parental responsibility for the child.
- The deposit is not refundable if a place is offered, the school has received your signed acceptance slip and your child does not take up a place at the Nursery.
- All fees **do not** include nappies, creams, wipes and other consumables e.g. suncream. Additional sessions will be invoiced at the end of each term.
- Fees payable are as shown on the fee document applicable at time of entry. The fees are subject to annual review.
- Full fees are payable for all absence and holidays taken within the Nursery terms (not including Bank Holidays).
- If you wish to terminate your child's place within the Nursery at anytime, you must give a Nursery term's notice in writing to nursery@altprep.co.uk of your intention to do so and whether or not your child continues to attend during that period, fees are due without deduction. A Nursery term's notice means written notice given not later than before the first day of the Nursery term preceding the Nursery term to which the notice relates. *For example, if you wish to withdraw your child with effect from the start of the autumn term then you would need to tell us in writing that you wish to withdraw your child before the first day of the preceding summer term or pay the fees in lieu of notice.*
- If you wish to amend your child's days or hours, this should be made in writing by email to nursery@altprep.co.uk. Any changes to days or hours are at management's discretion.
- Each invoice for fees must be paid in full on or before the last day of the first week of term. However, the school will accept payment by bank transfer, direct debit and/or Childcare Vouchers/Tax-Free Childcare (for under 5's) in 10 monthly instalments (each instalment being due on the first working day of each month). By written agreement with the School these payments can be spread over 12 months. These concessions can be withdrawn by the school at any time but will automatically cease in the event of default for 30 days or more. On the instalment arrangement ceasing, the full amount of fees and extras then due shall be payable forthwith. The school will charge interest on unpaid fees and supplementary charges at the rate of 10% per annum calculated on a daily basis from the due date

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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 School the interest together with the overdue amount.**

- Each person who has signed the acceptance slip is liable for the whole of the fees due and any supplemental charges.
- We reserve the right to refuse to allow your child to attend the Nursery while fees or supplemental charges remain unpaid. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental payments, including fees in lieu of notice. We also reserve the right to check that all fees, including fees in lieu of notice have been settled with any other Nursery or educational establishment prior to your child being admitted to the Nursery.
- Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal and other costs and disbursements and costs paid to any tracing agent or other person incurred by the school in tracing your whereabouts in addition to any costs that would be allowable by the courts if judgment was made in the School's favour).

5. MEALS AND SNACKS

- A healthy, nutritionally balanced menu is offered to all boys and all food is prepared on the school's premises. Copies of menus are available and special arrangements can be made to accommodate individual dietary requirements on medical or religious grounds, only in consultation with parents.
- Boys are offered breakfast (08.00-08.30 if required), an early morning snack, lunch and high tea (4.30pm).
- Food, sweets or drinks etc should not be brought into Nursery unless specifically requested by staff for special occasions. Please note that we are a NUT FREE school.

6. SICKNESS AND MEDICATION

- Non-prescription medicine, such as Calpol will only be administered in an emergency (for example, a very high temperature). Parents are asked to sign a form in agreement of this on entry. If it is agreed that medication may be administered, a signed 'administration of medicines' form must be completed by the parent/guardian confirming authorisation (please see our Administration of Medicines policy for further information). No medication will be administered by an APS staff member unless understood protocol is followed.
- If prescribed medicines are requested to be administered by parents, we endeavour to comply with Parental wishes though we reserve the right to refuse a request to administer such medicines whilst a boy is in our care. If it is agreed that medication may be administered, a signed 'administration of medicines' form must be completed by the parent/guardian confirming authorisation (please see our Administration of Medicines policy for further information). No medication will be administered by an APS staff member unless understood protocol is followed.
- Boys with a rash, sore throat, diarrhoea, vomiting or any contagious/infectious illness must be kept at home until recovered and in the case of diarrhoea and vomiting a period of 48 hours from their last bout must have occurred before they are brought to school.
- If a boy becomes sick during attendance, we reserve the right to call for emergency assistance if necessary and remove him to hospital. Permission for this is requested on the enrolment form.
- If a boy has an accident whilst attending, a record is made and parents/guardians or those designated to collect the boy are informed. Full details of accident procedures are enclosed within the Welcome Pack.

7. ADMISSION POLICY/PLACE WITHDRAWAL

- Our admission policy makes provisions in such circumstances where, after reasonable consideration, the school cannot continue to adequately provide and meet the needs of a pupil's particular special educational, learning or developmental needs then, following notification and notice, a place may be withdrawn.

8. SAFEGUARDING AND BOY PROTECTION

- Altrincham Preparatory School has a duty of care to all boys and to act in accordance with national and local safeguarding and child protection procedures. Where we have reason to believe that a boy may be at risk, we have a duty to refer this to the appropriate authority. This is clearly defined within the school's safeguarding policies which include the Nursery.
- **Photography:** The school takes its duty of care towards its pupils seriously and exercises its responsibilities diligently. For this reason, you agree that you will not take unauthorised photographs or videos whilst your son is in school or on a school trip/visit.

9. PERSONAL PROPERTY, VALUABLES AND BELONGINGS

- All property and clothing should be clearly marked with the boy's name.
- For safety and security, boys should not bring valuables or money at any time unless specifically requested.
- We do our utmost to take care of boys' belongings but regret that no responsibility can be accepted for them.

10. CAR PARKING AND SAFETY

- The school asks that Parents show consideration when driving and parking in the proximity of the school's site so ensuring the safety, comfort and convenience of other Parents and their children as well as to our neighbours.
- Please note, before boys arrive or are collected from staff, parents/guardians or designated persons are responsible for their safety and boys must be carefully supervised. Gates and doors must be closed after passing through.

11. OUTINGS/OFF THE PREMISES

- Occasionally we may wish to take boys off the premises for an educational visit. Due care and attention is given to risk assessment safety. Permission for such outings is requested on the enrolment form. Further details will also be issued at the time.

12. CONTACT DETAILS

- Full details of parent/guardian addresses, places of work, contact numbers and email addresses must be supplied before a boy may attend.
- Details of any changes in circumstances or person/contact information must be provided immediately in writing.

13. CANCELLATION OF A PLACE

We reserve the right to retain any deposit if a place is booked but not taken on the intended start date, the account is in debt on leaving or the notice period of a **Nursery** term is not given. A boy's place will not be guaranteed until the deposit has been paid and a start date confirmed.

14. ADMISSION TO THE SCHOOL'S EYFS PROVISION AND BEYOND

All boys who attend Nursery will be guaranteed entry to Pre School, unless we feel we cannot meet the need of the pupil (pt 7). The admission criteria relevant to entry at Pre-School apply as do the 'Terms and Conditions' applicable for the rest of the school.

15. THE PARENTS' OBLIGATIONS

It is a condition of your son joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

You undertake to inform the School's Nursery section of any situations where special arrangements may be needed in relation to your child.

The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Slip as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.

The Nursery should be informed in writing (nursery@altprep.co.uk) of any reason for your son's absence. Wherever possible you should seek to inform the Nursery prior to any planned absence.

The Nursery cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a nursery activity or otherwise under the supervision of a member of the Nursery staff.

If you have cause for concern as to a matter of safety, care, discipline or progress of your son you must inform the Nursery Manager without delay. The School cannot be held responsible for failing to address matters of which it is not aware.

Recording of meetings, discussion and consultations: There is no right for any individual to record a conversation with another without their consent. You hereby acknowledge this and agree that you, or anyone accompanying you, will not make electronic recordings of any meetings on school premises or conversations with any member of staff.

The parent(s) or any other person having parental responsibility who has signed the acceptance slip must inform the Nursery Manager in writing of any undertaking given to the Court relating to your child's education or nursery attendance or Court Order relating to the child including Residence, Contact, Prohibited Steps or Specific Issue Orders (whether interim or final) made under the Children's Act 1989 or any supplementary or amending legislation forthwith upon such orders being made.

16. FORCE MAJEURE

In this agreement "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, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. 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. The School shall use its best endeavours during the continuance of the force majeure to provide educational services and normal fees will continue to be payable unless the school is unable to provide any educational services whatsoever.

If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

17. INSURANCE

You must make your own insurance arrangements if you require cover for your son's person or property while at School. Your son is included in an optional personal accident insurance scheme, the charge for which will be added to your invoice. You must inform the school, in writing, if you wish to make alternative arrangements.

18. CONFIDENTIALITY AND REFERENCES

You consent to our supplying 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 shall be confidential. We shall take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from a reference or report given by us.

You consent to us making use of information relating to your child whilst he is at the School and after he has left for the purposes of communicating and managing relationships with pupils and former pupils of the School.

19. INTELLECTUAL PROPERTY RIGHTS

We shall recognise any intellectual property rights vested in your child. Reference should also be made to the School's Data Protection Policy.

20. CHANGES IN OWNERSHIP ETC

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

21. COMMUNICATIONS

All notices required to be given under these terms and conditions must be given in writing by email (nursery@altprep.co.uk). You undertake to notify the School immediately of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Nursery Manager.

22. INTERPRETATION

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

23. JURISDICTION AND GOVERNING LAW

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

24. VARIATIONS

We reserve the right to make reasonable modifications to these 'Nursery Terms and Conditions' from time to time. The School will give you at least a month's notice in writing of any such modification.