Gosfield School
Established 1929
Knowing every child
Nurturing potential

Gosfield School Nursery
Terms and Conditions

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

Why you should read them. Please read these terms carefully, they tell you who we are and how and on what basis the School will provide 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 the Head of Admissions on 01787 474040, to discuss.

1. Definitions

In these Terms and Conditions, the following words have the meanings set out below:

Acceptance Form means the form completed and signed by the Parent(s) to accept a place at the Nursery.

Child means the child named on the Acceptance Form who is attending the Nursery.

Funded Hours means the government-funded early education entitlement available to eligible children under the relevant funding scheme.

Fees means the charges payable by the Parent(s) for the Child's attendance at the Nursery, as set out in the current Schedule of Fees. Fees do not include optional charges unless stated otherwise.

Nursery means Gosfield School Nursery, Gosfield School, Cut Hedge Park, Halstead Road, Gosfield, Essex, CO9 1PF.

Parent(s) means any person with parental responsibility for the Child who has signed the Acceptance Form and is legally responsible for complying with these Terms and Conditions.

Principal means the Head or Principal of Gosfield School, or a person authorised to act on their behalf.

Schedule of Fees means the Nursery's published fees and charges, as amended from time to time.

Session means one of the Nursery attendance periods offered by the Nursery:

- Morning Session: 8.00am – 1.00pm
- Afternoon Session: 1.00pm – 4.00pm
- Full Day Session: 8.00am – 5.00pm
- Funded Hours Session: 1.00pm – 4.00pm

Term means one of the Nursery terms published annually by the School.

Terms and Conditions means this agreement together with the Acceptance Form and the current Schedule of Fees.

Universal Funding means the Government's Free Early Education Entitlement (FEEE) available to eligible children in accordance with current funding regulations.

Voluntary Consumable Charge means the optional contribution requested by the Nursery towards consumable items provided during a Child's attendance, including snacks, nappies, wipes and barrier creams. This charge is voluntary, is shown separately on invoices, and is not a condition of accessing funded childcare.

2. The Contract

2.1 Formation of the Contract

The contract between the Parent(s) and Gosfield School Nursery is made up of:

- the completed and signed Acceptance Form;
- these Terms and Conditions; and
- the current Schedule of Fees.

By accepting a place at the Nursery, the Parent(s) agree to be bound by these documents.

2.2 Changes to the Terms and Conditions

The Nursery may amend these Terms and Conditions, the Schedule of Fees or its policies where reasonably necessary to reflect changes in legislation, regulatory requirements, operational needs or best practice.

Parents will be given reasonable written notice of any material changes before they take effect.

2.3 Nursery Policies

The Nursery operates a number of policies and procedures, including those relating to safeguarding, health and safety, behaviour, complaints, medication and data protection. These policies support the operation of the Nursery and should be read alongside these Terms and Conditions. Copies are available on request.

2.4 Parent Responsibility

Where more than one person has signed the Acceptance Form, each Parent is jointly and individually responsible for complying with these Terms and Conditions and for the payment of all Fees and any other charges due.

2.5 Governing Law

This contract is governed by the laws of England and Wales. Any dispute arising from these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

3. Admissions, Registration Fee and Deposit

3.1 Admission

Admission to Gosfield School Nursery is subject to the availability of places and completion of the Nursery's admissions process.

To accept an offered place, Parents must complete and return the Acceptance Form together with any other documentation reasonably requested by the Nursery.

3.2 Registration Fee

A non-refundable **Registration Fee of £50** is payable when applying for a Nursery place. This fee covers the administration of the application and admissions process.

The Registration Fee is **not payable** where a Child attends the Nursery **exclusively under Universal Funding** and no additional chargeable sessions are booked.

3.3 Acceptance Deposit

A **£100 Acceptance Deposit** is payable to secure a Nursery place.

The deposit will be credited against the Child's first invoice following the commencement of attendance, provided the Child takes up their place.

The Acceptance Deposit is **not payable** where a Child attends the Nursery **exclusively under Universal Funding** and no additional chargeable sessions are booked.

3.4 Withdrawal Before the Start Date

If Parents decide not to take up an accepted Nursery place, they must provide the required written notice in accordance with Section 12 of these Terms and Conditions.

Where the required notice is not given, the Nursery reserves the right to charge the applicable notice payment in accordance with these Terms and Conditions.

3.5 Settling-In Sessions

The Nursery will arrange settling-in sessions before a Child's agreed start date where appropriate. The number and duration of these sessions will be determined by the Nursery, taking account of the Child's individual needs and the availability of places.

3.6 Refusal or Withdrawal of an Offer

The Nursery reserves the right to withdraw an offer of a place before a Child starts where:

- information provided during the admissions process is found to be inaccurate or incomplete;
- the Nursery is unable to meet the Child's needs following reasonable assessment and discussion with the Parents;
- Fees or required payments remain outstanding; or
- there are other exceptional circumstances which, in the reasonable opinion of the Principal, make it inappropriate for the place to be offered.

Where an offer is withdrawn by the Nursery for reasons other than those set out above, any Registration Fee or Acceptance Deposit already paid will be refunded where appropriate.

4. Opening Hours and Sessions

4.1 Nursery Opening Hours

Gosfield School Nursery is open **Monday to Friday, from 8.00am to 5.00pm**, during School term time.

The Nursery operates for **35 weeks each academic year** and is closed during School holidays, Bank Holidays and any additional closure days notified by the School.

4.2 Session Times

The Nursery offers the following sessions:

Session	Time
Morning Session	8.00am – 1.00pm
Afternoon Session	1.00pm – 4.00pm
Full Day Session	8.00am – 5.00pm
Universal Funding (FEEE) Session*	1.00pm – 4.00pm

*Universal Funding sessions are available to eligible children in accordance with current Government funding criteria.

4.3 Booked Sessions

Each Child's agreed attendance pattern will be confirmed before their start date. Any request to increase, reduce or change regular sessions should be made in writing and is subject to availability.

4.4 Additional Sessions

Additional sessions may be booked subject to availability. These sessions will be charged at the Nursery's current rates unless covered by available funded hours.

4.5 Late Collection

Children should be collected promptly at the end of their booked session.

Late collection charges may apply where a Child is collected after their agreed collection time. Current charges are published in the Schedule of Fees.

Persistent late collection may result in the Nursery reviewing the Child's attendance arrangements.

4.6 Nursery Closures

The Nursery reserves the right to close temporarily where necessary due to circumstances beyond its reasonable control, including severe weather, utility failure, public health emergencies or other exceptional events. Where possible, Parents will be notified as soon as practicable.

5. Fees, Government Funding and Voluntary Consumable Charge

5.1 Nursery Fees

The Nursery's current fees are set out in the Schedule of Fees, which is reviewed periodically. Parents will be given reasonable notice of any changes to fees.

Fees are charged for all booked sessions that are not covered by Government funding or other agreed funding arrangements.

5.2 Government Funding

The Nursery offers Government-funded early education places in accordance with the eligibility criteria and funding rules in force at the time.

Government funding covers the cost of eligible childcare hours only. It does not include additional services, meals, consumables or extra sessions unless specifically stated.

Parents are responsible for confirming their eligibility for funded childcare and for providing any information or codes required by the relevant funding authority within the published deadlines. Failure to do so may result in fees becoming payable for sessions that are not funded.

5.3 Additional Sessions and Services

Any sessions attended in addition to a Child's funded entitlement, together with any optional services or activities, will be charged at the Nursery's current published rates.

5.4 Voluntary Consumable Charge

The Nursery provides a range of consumable items to support children's care and wellbeing during the day, including:

- snacks;
- nappies;
- wipes; and
- barrier creams.

Parents of children attending funded sessions may choose to make a **Voluntary Consumable Charge** towards the cost of these items.

The Voluntary Consumable Charge:

- is entirely voluntary;
- is **not** a condition of accessing Government-funded childcare;
- will be shown as a separate item on invoices; and
- may be declined without affecting a Child's funded place.

Parents who choose not to pay the Voluntary Consumable Charge may be asked to provide suitable consumable items for their Child where these are required during attendance.

5.5 Tax-Free Childcare and Other Funding

The Nursery accepts Tax-Free Childcare and other approved childcare payment schemes where applicable.

Parents are responsible for ensuring payments are made on time and for complying with the requirements of the relevant scheme.

5.6 Fee Changes

The Nursery reserves the right to review and amend its fees from time to time. Parents will receive reasonable written notice before any revised fees take effect.

5.7 Non-Attendance

Fees remain payable for booked sessions where a Child is absent due to illness, holidays or any other reason, unless otherwise agreed by the Nursery or where Government funding rules provide otherwise.

6. Invoicing and Payment

6.1 Invoices

Invoices will be issued in advance of each term unless an alternative payment arrangement has been agreed in writing.

Each invoice will clearly identify:

- Nursery Fees;
- Government-funded hours (where applicable);
- the Voluntary Consumable Charge (where applicable);
- any additional sessions; and
- any other charges or credits.

6.2 Payment Due Date

Unless otherwise agreed in writing, all invoices must be paid in full no later than **seven days before the start of each term**.

Payments should be made using one of the methods accepted by the Nursery, details of which are provided on each invoice.

6.3 Monthly Payment Plans

At the Nursery's discretion, Parents may request to pay Fees by an agreed monthly payment plan.

Where a payment plan is agreed, all instalments must be paid on the agreed dates. Failure to maintain the payment plan may result in the outstanding balance becoming immediately due.

6.4 Late Payment

If payment is not received by the due date, the Nursery may:

- charge interest on overdue amounts at **8% above the School's bank base rate**, calculated daily until payment is received in full;
- recover any reasonable costs incurred in collecting outstanding amounts; and
- suspend or withdraw any agreed payment plan.

6.5 Non-Payment

If Fees remain unpaid after reasonable reminders have been issued, the Nursery reserves the right to:

- refuse additional sessions;
- suspend the Child's attendance until the account is brought up to date; and/or
- terminate the contract in accordance with these Terms and Conditions.

The Nursery will always seek to discuss any payment difficulties with Parents before taking formal action.

6.6 Queries About an Invoice

If Parents believe an invoice is incorrect, they should notify the Nursery as soon as reasonably practicable.

Undisputed amounts remain payable by the due date while any genuine query is investigated.

6.7 Allocation of Payments

The Nursery reserves the right to allocate payments received against any outstanding balance owed by the Parent, including fees relating to another Child attending Gosfield School or Gosfield School Nursery, unless otherwise agreed in writing.

6.8 Refunds

Fees are not normally refundable where a Child is absent due to illness, holiday or any other reason beyond the Nursery's control.

Any refunds due under these Terms and Conditions will be processed within a reasonable period.

7. Attendance, Absence and Late Collection

7.1 Attendance

Parents are responsible for ensuring that their Child attends the Nursery in accordance with their agreed sessions. Regular attendance supports each Child's learning, development and wellbeing.

If Parents wish to make a permanent change to their Child's attendance pattern, they should submit their request in writing. All changes are subject to availability and the Nursery's agreement.

7.2 Absence

If a Child is unable to attend due to illness or any other reason, Parents must notify the Nursery as soon as possible on the first day of absence.

Where a Child will be absent for an extended period, Parents should keep the Nursery informed of the expected return date.

The Nursery may contact Parents if a Child is absent without notification as part of its safeguarding responsibilities.

7.3 Holidays During Term Time

Parents are encouraged to arrange family holidays during School holiday periods wherever possible.

Booked Nursery sessions remain chargeable during periods of absence unless otherwise agreed or covered by Government funding arrangements.

7.4 Illness and Exclusion

Children who are unwell or have a contagious illness should not attend the Nursery.

Parents must follow the Nursery's Illness and Exclusion Policy, including any required exclusion periods before the Child returns to Nursery.

The Nursery reserves the right to refuse admission to a Child who is considered unwell or whose attendance may present a risk to the health and wellbeing of other children or staff.

7.5 Late Collection

Children must be collected promptly at the end of their booked session by a Parent or another authorised adult.

If Parents anticipate being delayed, they should contact the Nursery as soon as possible.

Late collection may result in an additional charge in accordance with the current Schedule of Fees.

Repeated late collection may result in a review of the Child's attendance arrangements.

7.6 Failure to Collect a Child

If a Child has not been collected and the Nursery has been unable to contact the Parent or authorised emergency contacts, the Nursery will follow its Uncollected Child Policy and take any action necessary to safeguard the Child.

7.7 Emergency Closure

If the Nursery is required to close temporarily due to severe weather, public health guidance, utility failure or other circumstances beyond its reasonable control, Parents will be informed as soon as reasonably practicable.

The Nursery will make reasonable efforts to minimise disruption but cannot guarantee alternative childcare arrangements.

8. Health, Medication and Safeguarding

8.1 Children's Health

Parents must provide the Nursery with accurate and up-to-date information about their Child's health, medical conditions, allergies, dietary requirements and any additional needs before the Child starts attending the Nursery. Parents must notify the Nursery promptly of any changes to this information.

8.2 Illness

Children should not attend the Nursery if they are unwell or have a contagious illness. The Nursery reserves the right to refuse admission or require a Child to be collected if they become unwell during the day or if their attendance may pose a risk to the health and wellbeing of others.

Parents must comply with the Nursery's Illness and Exclusion Policy, including any recommended exclusion periods before the Child returns to Nursery.

8.3 Medication

The Nursery will only administer medication in accordance with its Medication Policy.

Prescription medication will only be administered where:

- it has been prescribed for the Child by a registered healthcare professional;
- it is supplied in its original container with the pharmacy label attached; and
- a completed parental consent form has been provided.

Non-prescription medication will only be administered where permitted by the Nursery's Medication Policy and with the appropriate parental consent.

8.4 Accidents and Medical Emergencies

The Nursery will administer appropriate first aid where required.

In the event of a serious illness, injury or medical emergency, the Nursery may seek emergency medical treatment for the Child if Parents or emergency contacts cannot be reached immediately.

Parents agree to reimburse the Nursery for any reasonable costs incurred on the Child's behalf that are not recoverable from another source.

8.5 Allergies and Dietary Requirements

Parents must inform the Nursery of any allergies, intolerances or dietary requirements before the Child starts attending and whenever there is a change.

While the Nursery will take reasonable steps to manage allergies safely, it cannot guarantee an entirely allergen-free environment.

8.6 Special Educational Needs and Disabilities (SEND)

The Nursery is committed to providing an inclusive environment and will work in partnership with Parents and relevant professionals to support children with special educational needs and disabilities, wherever reasonably practicable.

Parents are expected to provide all relevant information to enable the Nursery to assess and meet the Child's needs appropriately.

8.7 Safeguarding and Child Welfare

The safety and welfare of every Child is the Nursery's highest priority.

The Nursery has a legal duty to safeguard and promote the welfare of children and will comply with all applicable safeguarding legislation and statutory guidance.

Where the Nursery has concerns about a Child's welfare, it may share information with relevant statutory agencies without seeking parental consent where it is legally permitted or required to do so.

8.8 Partnership with Parents

Parents agree to work in partnership with the Nursery in matters relating to their Child's health, wellbeing, development and safeguarding.

The Nursery may require Parents to attend meetings where this is considered necessary to support the Child's welfare or educational needs.

9. Collection of Children

9.1 Authorised Collection

Children will only be released into the care of a Parent or another adult who has been authorised by the Parent in advance.

Parents are responsible for ensuring that the Nursery has up-to-date details of all authorised collectors, including their contact information where appropriate.

9.2 Changes to Collection Arrangements

If someone different is collecting a Child, Parents must notify the Nursery before collection wherever possible.

The Nursery may request proof of identity before releasing a Child to an authorised adult if staff are unfamiliar with them.

9.3 Court Orders and Parental Responsibility

Parents must provide the Nursery with copies of any court order or legal arrangement that affects parental responsibility or collection arrangements.

Unless the Nursery has received a valid court order stating otherwise, it will assume that each person with parental responsibility is entitled to collect the Child.

9.4 Late Collection

If Parents or the authorised collector are delayed, they should contact the Nursery as soon as possible.

Late collection charges may be applied in accordance with the current Schedule of Fees.

Repeated late collection may result in the Nursery reviewing the Child's attendance arrangements.

9.5 Failure to Collect a Child

If a Child has not been collected at the end of their booked session and the Nursery is unable to contact the Parent or any authorised emergency contacts, the Nursery will follow its Uncollected Child Policy.

Where appropriate, the Nursery may contact the relevant statutory authorities to ensure the Child's safety and wellbeing.

9.6 Child Safety

The Nursery reserves the right to refuse to release a Child where it reasonably believes that doing so may place the Child or another person at risk, including where the person collecting the Child appears to be under the influence of alcohol or drugs or is otherwise unable to care for the Child safely.

In such circumstances, the Nursery will take reasonable steps to contact another authorised adult and will act at all times in the best interests of the Child.

9.7 Emergency Contact Information

Parents must provide at least two emergency contact numbers and ensure that these details remain accurate throughout the Child's attendance at the Nursery.

10. Parent Responsibilities

10.1 Partnership with the Nursery

The Nursery believes that children thrive when Parents and staff work together in an open, respectful and supportive partnership. Parents are expected to communicate promptly and honestly with the Nursery regarding any matter affecting their Child's care, welfare or development.

10.2 Information About the Child

Parents must provide accurate and up-to-date information about their Child, including:

- home address and contact details;
- emergency contact information;
- medical conditions, allergies and dietary requirements;
- any special educational needs or disabilities (SEND);
- details of any professionals involved in the Child's care or education; and
- any changes to parental responsibility, court orders or collection arrangements.

Parents must notify the Nursery promptly of any changes to this information.

10.3 Attendance and Communication

Parents are responsible for ensuring that their Child attends their agreed sessions and for informing the Nursery promptly if their Child will be absent or collected later than expected.

Parents should respond promptly to requests for information and attend meetings where reasonably requested to discuss their Child's wellbeing, development or progress.

10.4 Respectful Behaviour

Parents are expected to treat all children, staff, volunteers and other families with courtesy and respect.

The Nursery will not tolerate abusive, threatening, discriminatory or intimidating behaviour, whether in person, in writing, online or through social media.

Where such behaviour occurs, the Nursery reserves the right to take appropriate action, which may include restricting access to the premises or terminating this agreement in accordance with Section 12.

10.5 Personal Property

Parents should ensure that all clothing, footwear and personal belongings brought to the Nursery are clearly labelled with the Child's name.

The Nursery cannot accept responsibility for the loss of, or damage to, personal belongings unless caused by its negligence.

10.6 Compliance with Nursery Policies

Parents agree to comply with these Terms and Conditions and with the Nursery's policies and procedures, including those relating to safeguarding, health and safety, illness, medication, behaviour, complaints and data protection.

Copies of Nursery policies are available on request.

10.7 Fees and Funding

Parents remain responsible for paying all Fees and other charges due under these Terms and Conditions by the published payment dates.

Where funded childcare is claimed, Parents are responsible for providing accurate information, eligibility codes and any supporting documentation required by the relevant funding authority within the required timescales.

10.8 Working Together

The Nursery is committed to resolving concerns fairly and promptly. Parents are encouraged to raise any questions or concerns with the Nursery at the earliest opportunity so that they can be addressed in a constructive and timely manner.

11. Communication, Learning Journal and Complaints

11.1 Partnership with Parents

The Nursery is committed to maintaining open, honest and respectful communication with Parents. Regular communication helps ensure that each Child receives the highest standard of care, learning and development.

The Nursery will keep Parents informed about their Child's progress, wellbeing and any significant events that occur during the Nursery day.

11.2 Learning Journal

The Nursery maintains a Learning Journal for each Child to record their learning, development and achievements in accordance with the Early Years Foundation Stage (EYFS).

Parents will have opportunities to view and contribute to their Child's Learning Journal and are encouraged to share information about their Child's interests, achievements and experiences at home.

11.3 Parent Meetings

The Nursery will offer opportunities for Parents to discuss their Child's progress with staff throughout the year.

Parents are encouraged to speak to the Nursery Manager or their Child's Key Person if they have any questions or concerns regarding their Child's care, learning or development.

11.4 Day-to-Day Communication

The Nursery may communicate with Parents by telephone, email, electronic learning platforms, newsletters or other appropriate methods.

Parents are responsible for ensuring that the Nursery has current contact details and for reading communications sent by the Nursery.

11.5 Concerns and Complaints

The Nursery aims to provide a high standard of care and education. If Parents have a concern or complaint, they are encouraged to raise it promptly so that it can be resolved as quickly as possible.

In the first instance, concerns should be discussed with the Nursery Manager. If the matter cannot be resolved informally, Parents may submit a formal complaint in accordance with the Nursery's Complaints Policy.

A copy of the Complaints Policy is available on request.

11.6 Confidentiality

The Nursery will treat complaints and personal information sensitively and confidentially, sharing information only where necessary, appropriate or required by law.

11.7 Social Media and Electronic Communication

Parents are expected to use social media and electronic communications responsibly and respectfully.

Photographs, videos or personal information relating to other children, families or members of staff must not be shared without the appropriate consent.

The Nursery reserves the right to take appropriate action where the inappropriate use of social media or electronic communication has a detrimental impact on the Nursery, its staff, children or families.

12. Notice, Withdrawal and Termination

12.1 Withdrawal by Parents

Parents may withdraw their Child from the Nursery at any time by giving **not less than one month's written notice** to the Nursery Manager.

Notice must be received before the start of the notice period and cannot be backdated.

12.2 Payment in Lieu of Notice

If the required notice is not given, the Nursery reserves the right to charge Fees in lieu of notice equivalent to the Fees that would have been payable during the notice period.

Where Government-funded hours apply, Parents will remain responsible for any fees payable for non-funded sessions, together with any other contractual charges due during the notice period.

12.3 Changes to Attendance

Requests to reduce or amend a Child's regular attendance pattern must be made in writing and are subject to availability and the Nursery's agreement.

The Nursery may require one month's written notice before any reduction in booked chargeable sessions takes effect.

12.4 Termination by the Nursery

The Nursery may terminate this agreement by giving written notice where:

- Fees or other charges remain unpaid;
- Parents are in serious or repeated breach of these Terms and Conditions;
- the Nursery is unable to meet the Child's needs following reasonable assessment and discussion with the Parents;
- the behaviour of a Parent or Child seriously affects the wellbeing, safety or education of other children or staff; or
- the continued attendance of the Child is no longer considered to be in the best interests of the Child, other children or the Nursery community.

Where reasonably practicable, the Nursery will discuss its concerns with the Parents before terminating the agreement.

12.5 Immediate Termination

The Nursery reserves the right to terminate this agreement with immediate effect where there has been:

- serious or persistent non-payment of Fees;
- abusive, threatening, violent or discriminatory behaviour towards staff, children or other families;
- serious safeguarding concerns;
- deliberate provision of false or misleading information during the admissions process; or
- any other exceptional circumstance where immediate termination is necessary to protect the safety, welfare or reputation of the Nursery.

12.6 Refunds Following Termination

Any Fees, charges or deposits due will be calculated in accordance with these Terms and Conditions.

Where a refund is due, it will be made within a reasonable period after the final account has been agreed.

12.7 Child's Transition

Where a Child leaves the Nursery, the Nursery will, where appropriate and with the necessary parental consent, work with the Child's new early years setting or school to support a smooth transition and promote continuity in the Child's learning and wellbeing.

13. Behaviour, Suspension and Removal

13.1 Positive Behaviour

The Nursery is committed to providing a safe, caring and inclusive environment in which every Child is encouraged to develop confidence, independence and respect for others.

The Nursery promotes positive behaviour through praise, encouragement, age-appropriate guidance and consistent expectations in accordance with its Behaviour Policy.

13.2 Partnership with Parents

The Nursery will work in partnership with Parents to support a Child's behaviour, emotional wellbeing and development.

Where concerns arise, the Nursery will discuss these with Parents at the earliest opportunity and, where appropriate, agree strategies to support the Child.

13.3 Behaviour Support

Where a Child's behaviour gives cause for concern, the Nursery may implement a behaviour support plan and, where appropriate, seek advice from external professionals with the knowledge and consent of the Parents, unless safeguarding concerns require otherwise.

13.4 Suspension

In exceptional circumstances, the Nursery may suspend a Child's attendance where it is considered necessary to:

- protect the safety or wellbeing of the Child, other children or staff;
- investigate a serious incident;
- comply with safeguarding requirements; or
- allow appropriate support arrangements to be put in place.

The Nursery will only suspend a Child where it considers this to be reasonable, proportionate and in the best interests of those concerned. Parents will be informed of the reasons for the suspension and, where appropriate, the expected duration.

13.5 Removal from the Nursery

The Nursery reserves the right to require a Child to leave the Nursery where, after reasonable consultation with the Parents and consideration of appropriate support measures, it believes that:

- it can no longer safely or appropriately meet the Child's needs;
- the Child's continued attendance presents a significant risk to the safety or wellbeing of other children or staff;
- the Parent is in serious or repeated breach of these Terms and Conditions; or
- there has been a serious breakdown in the relationship of trust and confidence between the Nursery and the Parent.

Where practicable, the Nursery will provide reasonable written notice before the Child's place is withdrawn.

13.6 Equality and Inclusion

The Nursery is committed to promoting equality, diversity and inclusion. Decisions relating to behaviour, suspension or removal will be made fairly, individually and without unlawful discrimination.

The Nursery will have regard to any known special educational needs, disabilities or medical conditions and will make reasonable adjustments where appropriate and reasonably practicable.

13.7 Reference to Nursery Policies

This section should be read alongside the Nursery's Behaviour Policy, Special Educational Needs and Disabilities (SEND) Policy, Equality Policy and Safeguarding and Child Protection Policy, copies of which are available on request.

14. Data Protection and Photography

14.1 Data Protection

The Nursery will collect, use, store and share personal information relating to the Child and the Parent(s) in accordance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Personal information will only be processed where there is a lawful basis to do so and will be handled securely and confidentially.

Further information about how personal information is processed is available in the Nursery's Privacy Notice.

14.2 Information Sharing

The Nursery may share information with relevant local authorities, health professionals, schools and other agencies where this is necessary to:

- support the Child's education, health or wellbeing;
- fulfil a legal or regulatory obligation;
- safeguard or protect a Child; or
- administer Government-funded childcare.

Where appropriate, the Nursery will seek parental consent before sharing information unless it is legally permitted or required to do so without consent.

14.3 Records

The Nursery will maintain records relating to each Child in accordance with legal and regulatory requirements.

Records will be retained securely for the period required by law and the Nursery's Data Retention Policy.

14.4 Photography and Video

The Nursery may take photographs or video recordings of children to support learning, assessment and the recording of their development in accordance with the Early Years Foundation Stage (EYFS).

Parents will be asked to indicate their consent for the use of photographs or videos when completing the Nursery's consent forms.

Photographs or videos of a Child will not be used for marketing, promotional materials, the School website or social media without the Parent's specific consent.

14.5 Parent Photography

Parents are welcome to take photographs or videos of their own Child at Nursery events where permitted by the Nursery.

To protect the privacy and safety of all children, Parents must not publish or share images or recordings that include other children, families or members of staff without the appropriate consent.

14.6 CCTV

Where CCTV is in operation on the School site, it is used for the purposes of safeguarding, security, crime prevention and the protection of pupils, staff, visitors and property.

CCTV images will be managed in accordance with the Nursery's CCTV Policy and applicable data protection legislation.

14.7 Data Subject Rights

Parents have rights in relation to their personal information, including the right to request access to their personal data, request correction of inaccurate information and, where applicable, exercise other rights under data protection legislation.

Requests should be made to the School's Data Protection Lead using the contact details provided in the Privacy Notice.

15. Liability and Insurance

15.1 Duty of Care

The Nursery will exercise reasonable skill and care in providing childcare and education for each Child and will take all reasonable steps to safeguard and promote their welfare while they are in the Nursery's care.

15.2 Personal Property

Parents are asked to ensure that all clothing, footwear and personal belongings brought to the Nursery are clearly labelled with the Child's name.

The Nursery accepts no responsibility for the loss of or damage to personal belongings unless such loss or damage is caused by the Nursery's negligence.

Children should not bring valuable items, jewellery, toys or electronic devices to the Nursery unless specifically requested.

15.3 Illness and Injury

While every reasonable precaution is taken to ensure children's safety, accidents may occasionally occur.

The Nursery cannot accept responsibility for illness, injury or loss arising from circumstances beyond its reasonable control, provided it has acted with reasonable skill and care and complied with its legal obligations.

15.4 Emergency Medical Treatment

Parents authorise the Nursery to arrange emergency medical treatment for their Child if it considers this necessary and Parents or the nominated emergency contacts cannot be reached without undue delay.

The Nursery will make reasonable efforts to contact Parents as soon as practicable in such circumstances.

15.5 Insurance

The Nursery maintains appropriate insurance cover, including Public Liability Insurance and Employers' Liability Insurance, in accordance with its legal obligations.

Details of the Nursery's insurance cover are available for inspection on request.

15.6 Parent Responsibility

Parents remain responsible for ensuring that their Child has appropriate clothing and any personal items required for attendance at the Nursery.

Where a Child requires specialist equipment, medication or personal care items, Parents are responsible for providing these unless otherwise agreed with the Nursery.

15.7 Limitation of Liability

Nothing in these Terms and Conditions limits or excludes the Nursery's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot legally be excluded or limited.

Subject to the above, the Nursery's liability for any loss arising under this agreement shall be limited to the amount of Fees paid by the Parent(s) for the Child's attendance during the 12 months immediately preceding the event giving rise to the claim.

15.8 Events Beyond the Nursery's Control

The Nursery shall not be liable for any failure or delay in performing its obligations where this results from circumstances beyond its reasonable control, including severe weather, fire, flood, epidemic or pandemic, industrial action, interruption of utilities, government action or any other unforeseen event.

Where reasonably practicable, the Nursery will keep Parents informed and will take reasonable steps to minimise disruption to the services it provides.

16. General Legal Provisions

16.1 Changes to these Terms and Conditions

The Nursery may amend these Terms and Conditions, the Schedule of Fees or its policies where reasonably necessary to reflect changes in legislation, regulatory requirements, operational needs or best practice.

Parents will be given reasonable written notice of any material changes before they take effect.

16.2 Nursery Policies

These Terms and Conditions should be read alongside the Nursery's policies and procedures, including those relating to safeguarding, health and safety, behaviour, complaints, medication, illness, data protection and special educational needs.

Copies of the Nursery's policies are available on request or via the School's website.

16.3 Notices

Any notice required under these Terms and Conditions must be given in writing and may be delivered by hand, sent by first-class post or sent by email to the most recent contact details provided by the Parent or the Nursery.

A notice sent by email will be deemed received on the next working day, provided no delivery failure notification has been received.

16.4 Waiver

If either the Nursery or the Parent chooses not to enforce any provision of these Terms and Conditions on a particular occasion, this will not affect their right to enforce that provision or any other provision in the future.

16.5 Severability

If any provision of these Terms and Conditions is found by a court or other competent authority to be invalid, unlawful or unenforceable, the remaining provisions will continue in full force and effect.

16.6 Third Party Rights

Only the Nursery and the Parent(s) are entitled to enforce these Terms and Conditions. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

16.7 Entire Agreement

These Terms and Conditions, together with the Acceptance Form and the current Schedule of Fees, constitute the entire agreement between the Nursery and the Parent(s) relating to the Child's attendance at the Nursery.

They replace any previous discussions, correspondence or agreements relating to the Child's place, except where expressly agreed in writing.

16.8 Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and Wales.

Any dispute arising from or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16.9 Queries

If Parents have any questions regarding these Terms and Conditions or any aspect of their Child's attendance at the Nursery, they are encouraged to contact the Nursery Manager, who will be pleased to assist.

17. Parent Acceptance
Please read these Terms and Conditions and the current Schedule of Fees before signing. Contact the Nursery Manager if you would like any provision explained.

I/We accept the offered Nursery place for the Child named below and agree to the Terms and Conditions set out in this document, dated September 2026, together with the Acceptance Form and the Schedule of Fees supplied to me/us.

Each person signing below confirms that they have parental responsibility for the Child. Where two Parents sign, each is jointly and individually responsible for the contractual obligations and charges properly due under this agreement, as explained in Section 2.4.

This acceptance does not constitute consent to optional charges, photography or marketing. Any such choices will be recorded separately. Nothing in this acceptance affects statutory consumer rights.

Child's full name: _____

Child's date of birth: _____

Agreed start date: _____

Schedule of Fees supplied (date/version): _____

Parent 1 full name: _____

Gosfield School
Established 1929
Knowing every child
Nurturing potential

Relationship to Child: _____

Signature: _____ Date: _____

Parent 2 full name (if applicable): _____

Relationship to Child: _____

Signature: _____ Date: _____

Please return the signed acceptance with the completed Acceptance Form. Each Parent who is to be a party to the contract should sign.

Gosfield School Limited
Cut Hedge Park, Halstead Road, Gosfield, Halstead, Essex CO9 1PF
Tel: 01787 474040
Email: enquiries@gosfieldschool.org.uk **Website:** www.gosfieldschool.org.uk

Charity Number: 310871

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