



THE BUCHAN NURSERY

Parent Contract - Terms and Conditions

1. DEFINITIONS

(a) In these terms and conditions

"The Buchan Nursery" and **"The Buchan School"** means the junior part of the school, which operates primarily on the Buchan site;

"Child" or **"Pupil"** means a natural person admitted by the school to be cared for as a pupil at The Buchan Nursery;

"The Complaints Procedure" is the school's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the school. Parents will be given notice of such amendments;

"Deposit" and **"Registration Fee"** means the sum set out in the Registration Form as amended from time to time. Parents will be given notice of such amendments;

"Sessions" and **"Fees"** means the sessions and fees set out in the Registration Form as amended from time to time. Parents will be given notice of such amendments;

"Governors" means the Directors of King William's College for the time being;

"King William's College" means the senior part of the school which operates primarily from the King William's College site;

"Head at the Nursery" means the person appointed by the Senior Leadership Team to be responsible for the day-to-day management of The Buchan Nursery, including anyone to whom such duties have been duly delegated;

"Head at the Buchan" means the person appointed by the Governors to be responsible for the day-to-day management of The Buchan School, including anyone to whom such duties have been duly delegated;

"Principal" means the person appointed by the Governors to be responsible for the day-to-day management of the school, including anyone to whom such duties have been duly delegated;

"Registration Form" means the form provided by the school for parents to complete when registering for a place for their child at the school;

"School Rules" means the rules of the school, as those rules may be amended from time to time. Parents will be given notice of such amendments;

"Term" means a teaching term in the school's academic calendar as notified to parents from time to time;

"Terms and conditions" means these terms and conditions as amended from time to time. Parents will be given notice of such amendments;

"We" or the **"School"** means King William's College, registered charity number 615, a company incorporated in the Isle of Man under number 52022C, which trades as King William's College and The Buchan School;

"You" or the **"Parents"** means each person who has signed the Registration Form as parent, stepparent or guardian of a child or a person who, with the nursery's written consent, replaces a person who has signed the Registration Form.

(b) The Registration Form, the sessions and fees, the School Rules, the Complaints Procedure and these terms and conditions, as any or all of these may be amended from time to time, together form the terms of the contract between you and the school and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. ACCEPTANCE AND DEPOSIT

(a) The request for a place at nursery is made by your submitting the Registration Form and Registration Fee. Once a place is confirmed a refundable deposit of £300 is required to secure the place. Entry is at all times at the discretion of the Head at the Nursery, as appropriate, and we reserve the right to refuse entry to a child.

(b) There is a session booking structure and places are only available to be booked as a full week (Monday to Friday), a Monday, Wednesday and Friday or a Tuesday and Thursday.

(c) The deposit is not refundable if your child does not take up a place at the nursery (except where the nursery fills the vacancy created by your child's withdrawal, in which case the school shall refund the deposit to you less its costs in administering your dealings with the nursery or a reasonable estimate of those costs). The deposit will form part of the general funds of the school until it is credited without interest to the final payment of the fees or other sums due to the nursery on your child's leaving.*.

(d) If you wish to withdraw your acceptance of a place after submitting the Registration Form and paying the registration fee and deposit, but before your child starts at the nursery, you must give written notice to that effect one month before your child was due to start. If such notice is received by the nursery by that time the deposit will be returned. If such notice is received on or after that date the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable.

(e) If entry to the nursery is refused by the Head of the Nursery under 2(a) above, the deposit will be returned and the contract between us will immediately be terminated.

3. FEES

(a) All the costs incurred in the usual course of the education by the nursery of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the nursery.

(b) Each person who has signed the Registration Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Registration Form remain jointly and severally liable to the school for the whole of the fees and supplemental charges due, unless the school has agreed in writing to look exclusively to any other person for payment of the fees or

any part of them. Where two parents have signed the Registration Form, one of them may withdraw from the contract with the school by submitting a term's notice to this effect provided they have obtained the prior written consent of both the school and the remaining parent and payment of all fees due is up to date.

(c) The Buchan Nursery will send an invoice detailing your confirmed session fees due for the whole academic year from 1st September to 31st August. This will then be divided into 12 equal monthly instalments, which should be paid monthly by standing order on the 28th day of the month preceding the month to which they relate, e.g. on 28th August for September. Any additional extra charges will be billed on a termly basis in arrears as currently operated by The Buchan School.

(d) There are a limited number of spaces available for children to attend the nursery on a term time only basis (based on The Buchan School term time dates). For this arrangement we charge a place reservation supplement during holiday periods which equates to c. 30% of the daily rate.

(e) A late collection fee of £10 will be applied if children are picked up later than their booked session time.

(f) We reserve the right to refuse to allow your child to attend the nursery while fees remain unpaid and persistent non-payment may result in your child losing their place. We may make a penalty charge at such a rate as the Governors decide is reasonable on outstanding amounts of fees. By accepting these terms and conditions, you consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

(g) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the Governors consider reasonable. We shall endeavour to give at least a month's notice of any increase in the fees.

(h) Fees must be paid and will not be reduced as a result of absence due to illness, holidays or otherwise.

4. NOTICE REQUIREMENTS

(a) If you wish to withdraw your child from the nursery, you shall either give a month's notice in writing to the nursery to that effect or shall pay to the nursery a month's fees in lieu of notice, at such rate as would have been charged for the final month of provision if a month's notice had been given.

(b) If you wish to reduce your child's sessions at the nursery, you must either give a month's notice in writing to the Head of the Nursery or pay to the nursery the difference between the fees in lieu of notice, at such rate as would have been charged for the final month of provision if a month's notice had been given.

(c) In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the nursery as a debt on the first day of the month which would have been the final month of provision if a month's notice had been given.

(d) The nursery's affairs are organised on a monthly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child part-way through a month.

5. DISCIPLINARY PROCEDURES

(a) The Head of the Nursery has absolute discretion to require you to expel your child from the nursery if it is considered that your child's attendance, progress or behaviour is unsatisfactory and in the reasonable opinion of the Head of the Nursery the removal is in the nursery's best interests or those of your child or other children.

(b) The Head of the Nursery has absolute discretion to require you to expel your child from the nursery if the behaviour of you or any/either of you is, in the opinion of the Head of the Nursery, unreasonable and affects or is likely to affect adversely

the child's or other children's progress at the nursery or the well-being of nursery's staff, is likely to bring the nursery into disrepute or where relations between you and the nursery have broken down.

(c) Should the Head of Nursery exercise any of the discretions under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) If you do consider that the Head of Nursery or the school has not acted in a way which is fair in all the circumstances when taking decisions under this Clause 6, your right to seek a review of the decision is governed by the Complaints Procedure.

6. THE SCHOOL'S OBLIGATIONS

(a) Subject to these terms and conditions, the school undertakes to accept your child as a pupil of the nursery from the time of joining the nursery until he or she ceases to be a pupil. However, the school shall not be obliged to permit your child to enter The Buchan School unless satisfied that it is appropriate to do so.

(b) While your child remains a pupil of the nursery, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during our session times and at other times when your child is permitted to be on school premises or is participating in activities organised by the nursery.

(c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her development, and giving appropriate support at home; keeping the school informed of matters which affect your child; maintaining a courteous and constructive relationship with nursery staff; and attending meetings and otherwise keeping in touch with the nursery where your child's interests so require.

(d) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed age appropriate or in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in normal sports and activities which may entail some risk of physical injury.

(e) Our prospectus describes the broad principles on which the school is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the school, including the curriculum, and we reserve the right to do so. For this reason, please notify the school if there is anything of particular importance to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the nursery including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(f) As part of The Buchan Nursery's policy we make sure that our provision meets the needs of each individual child and will adhere to the inclusion of all children. All children have the right to be cared and educated to their full potential alongside each other through positive experiences. We will work alongside parents and be committed to working with any child who has a specific need and/or disability and will endeavour to make reasonable adjustments to enable every child to make full use of our facilities. Please speak to the Head of Nursery if you have any concerns regarding special educational needs and we will work closely with all staff to make sure there are systems in place to

plan, implement, monitor, review and evaluate our relevant policies.

(g) At The Buchan School we are fortunate to have an experienced on-site nurse. If an accident occurs requiring external medical attention we will contact you immediately. However, should we be unable to contact you, you agree that we are authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor. A staff member will always be with your child and, either an ambulance will be called if necessary, or your child will be taken by car to A&E at Noble's Hospital in Douglas. The nursery will advise you to meet them at the hospital in this instance. All accidents are recorded and filed. You will be asked to read and sign the record. You can request a copy of the accident form.

(h) You will receive regular copies of our newsletter.

(i) The nursery is a Christian Foundation.

(j) We regularly carry out fire drills at various times of the day, ensuring that staff and children know the procedure. Each drill is recorded and the staff present are required to sign the record. Fire safety training is provided by a Fire Safety Adviser. Smoking is not allowed in the nursery or in the surrounding grounds.

(k) Our policies are readily available for you to view on our website www.kwc.im and at nursery. If you'd like to see a hard copy then please speak to the Head of Nursery. These policies enable us to be transparent, continue to review and update, continue to strive for excellence and provide the best possible quality care for child, parents and staff alike

(l) The Buchan Nursery is an equal opportunities nursery and everyone is of equal worth, whatever their gender, race, social class, religion, culture, ability or disability.

7. THE PARENTS' OBLIGATIONS

(a) It is a condition of your child's joining the nursery that you complete fully and submit to the nursery the school's Medical Questionnaire in respect of your child. You undertake to inform the nursery without delay 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. If the nursery so requires due to a health risk either presented by your child to others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the nursery until such time as the health risk has been averted.

(b) You undertake to inform the nursery of any situations where special arrangements may be needed in relation to your child.

(c) The nursery is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Registration Form as having been given on behalf of both or all such persons.

(d) The Head of Nursery should be informed of your child's absence from nursery.

(e) We cannot accept any responsibility for the welfare of your child while off the school premises unless he/she is taking part in a nursery activity or otherwise under the supervision of a member of the nursery staff.

(f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the nursery without delay. Complaints should be made in accordance with the school's Complaints Procedure.

(g) If you wish to increase your child's sessions or change the days on which your child attends, we can arrange this as soon as a vacancy arises. Please put your request in writing via email to thebuchannursery@kwc.im If you need any extra sessions on a one-off basis, these should also be requested in writing and will be accommodated wherever possible. These sessions will be

added to your monthly bill. The Buchan Nursery requires one month's written notice if you wish to reduce the number of sessions your child attends or if you no longer require the place. Insufficient notice will result in a full charge being made for a decrease in sessions or place.

(h) We provide an extensive range of toys for children of all ages. It is therefore not necessary or advisable for your child to bring toys from home, unless they are specific comforters. Although every effort will be made by our staff to ensure that children's belongings are not lost or damaged, please understand we cannot be held responsible for loss or damage to children's property. Shoes and

(i) Please ensure that your child wears appropriate shoes for playing. The best shoes are those that children can learn to fasten themselves and have good support such as trainers (with Velcro fastening, not laces) or shoes with buckles. For safety reasons, we ask that children do not wear jewellery, apart from stud earrings. Cultural and religious requirements will be respected, but please do let us know as we will need you to sign a waiver of liability to the nursery. We unfortunately cannot be held responsible for the loss or damage to these items.

(j) We take the safety of our children very seriously and we ask you to work with us in following our procedures. You will be asked to fill out a password form when your child starts. We ask for the names of all adults who will ordinarily collect your child, along with a password. All children must be collected by an adult over the age of 16 years. We ask that you let us know when anyone not on your list will be picking your child up. They will be asked to provide the password. We reserve the right to satisfy ourselves of the authenticity of the person collecting your child, before allowing your child to be taken from the nursery. We ask that you drop off and pick up your child at the times stated. Children should arrive at nursery no earlier than their session start time and should leave no later than their session end time. A parking area has been designated at the front of the nursery for your use. Please exercise great care when bringing and collecting your children.

8. HOLIDAYS

The Buchan Nursery will only be closed during the Christmas and New Year period and on Bank Holidays, excluding the Early May Bank Holiday. No charge is made when the nursery is closed on these days. All other days are to be paid in full. Please see our website for holiday and term dates. Please ensure that you advise us in advance when your child is going to have a planned absence such as a holiday, hospital appointment etc.

9. IMMUNISATIONS

Our policy is that all children admitted to nursery should be fully inoculated in line with the Isle of Man Government's recommended inoculation schedule.

10. SICKNESS

If a child becomes unwell during the day, it is our policy to inform you as soon as possible and discuss the best course of action to take. We can cater for many problems, but a child who is running a temperature or suffering from sickness or diarrhoea cannot be catered for in the nursery. This is for the protection of both your child and the other children who attend. Please keep your child at home with you for at least 48 hours after the last episode of vomiting or diarrhoea due to illness. Please do not to send your child to nursery if they are suffering from any infectious diseases. Please keep us informed of any illness which may prove to be dangerous to other children. We will advise all parents of any outbreaks of illness in the nursery and give advice on exclusion periods and possible treatments.

Please note that we are not able to give your child Calpol. If your child does need Calpol we ask you to keep them at home. This will help prevent the spread of infection. If your child has been

prescribed medication by a doctor (e.g., antibiotics) we are able to administer these once you have filled out a Medication Form. Please speak to your class teacher and ensure that any medicines that need to be administered during the day are clearly labelled. Your child may return to nursery 48 hours after starting a course of antibiotics. We ask you to be vigilant with bringing your child in only when they are well enough to be at nursery. Children catch bugs easily and we would like your child to be happy, healthy and as bug free as possible.

11. COVID-19

If any of the following Covid-19 symptoms are shown, please keep your child at home and contact 111.

1. Do you have a new, continuous cough? - this means coughing a lot, for more than an hour.
2. Do you have a raised temperature?
3. Do you have a loss or change to your sense of smell or taste? This means not being able to smell or taste anything.

12. INSURANCE

You must make your own insurance arrangements if you require cover for your child's person or property while at school. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

13. CONFIDENTIALITY AND REFERENCES

(a) 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 will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability and character is fair. However, we do not accept any liability for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

(b) You consent to us making use of information relating to your child whilst he or she is at the nursery.

14. PHOTOGRAPHY OF PUPILS

Photographs and videos are regularly taken of the nursery children for promotional materials, the school's website and social media channels. Photography or filming will only take place with the permission of the nursery and under the supervision of a member of staff.

We will not use images of your child without your consent. The Photography Authorisations Form should be completed on registration in order to comply with Data Processing legislation. You may withdraw your consent at any time and this should be in writing to the Head of Nursery.

15. INTELLECTUAL PROPERTY RIGHTS

We shall recognise any intellectual property rights vested in your child.

16. CHANGES IN OWNERSHIP ETC.

For the purposes of constitutional changes to the school 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. Where appropriate we will inform and consult with all parents in relation to such changes.

17. TERMINATION

(a) The school shall be entitled to terminate this agreement forthwith by notice in writing to you and without prejudice to its other remedies and without any obligation to return any deposit

or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the school requiring it to be remedied (including for the avoidance of doubt persistent non-payment of fees or charges or material default under these terms and conditions).

(b) The school may terminate this agreement forthwith by notice in writing to you and without prejudice to its other remedies if you, or any of you become unable to pay your debts or is declared bankrupt; you may terminate this agreement forthwith by notice in writing to us if the school becomes insolvent or goes into liquidation or receivership or is wound-up for any reason.

18. FORCE MAJEURE

(a) 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).

(b) In the event of a force majeure arising which prevents or delays the nursery'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 nursery 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 nursery shall use its best endeavours during the continuance of the force majeure to provide educational services.

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

(d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the nursery 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 must discuss with the nursery a solution by which this agreement may be performed or you will become so liable.

19. COMMUNICATIONS

All notices required to be given under these terms and conditions must be given in writing, which for the avoidance of doubt includes email unless otherwise stated. You undertake to notify the nursery of any change of address of any person who has signed the Registration Form. Communications (including notices) will be sent by the nursery to the address shown in its records, and/or, where appropriate, by email. Notices that you are required to give under these terms and conditions must be addressed to the Head of the Nursery and sent to the nursery's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting. Notices sent by email will be deemed to arrive immediately they are despatched.

20. DATA PROTECTION

The Buchan Nursery requires to process personal data in relation to you and your child for the purposes of administration and education. This personal data is processed in accordance with the requirements of current data protection legislation. For further details please see the school's "Data Privacy Notice for Parents, Pupils and Alumni."

21. COMPLAINTS

We are always happy to receive feedback, positive and negative. If you have any issues to raise then we have an open-door policy

and are happy to help. Please see your child's teacher to discuss or speak to the Head of Nursery and we'll work with you. We do have a complaints procedure for King William's College and The Buchan School and this is available on the website and at the nursery. Parents with complaints which they feel have not been satisfactorily dealt with by the College can contact the Registrations and Inspections Officer, at the Department of Social Care on 01624 642422. Registration and Inspection Unit, Ground Floor, George's Court, Hill Street Douglas IM1 1EF.

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 Proper Law of this contract between you and the school shall be that of the Isle of Man and the parties shall submit to the jurisdiction of the Manx courts.

24. VARIATIONS

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the school. The school will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

** You should be aware that in the event of a late withdrawal it is very unlikely that the nursery would be able to find a replacement.*

Further regulatory information and school policies are available on our website www.kwc.im