



**REDDAM**  
— HOUSE —

BERKSHIRE

## **Reddam House Berkshire**

### **Terms and Conditions**

**Issued and Operational from 8<sup>th</sup> September 2023**

**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 before you accept our offer of a place at the School for your child. These terms 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 that are otherwise highlighted to make them stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School 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 further explained to you, then please contact the Principal to discuss.

## Early Learning School Terms and conditions

- 1.1 **Terms and conditions:** These Terms and conditions reflect the custom and practice of independent schools for many generations and together with:

- 1.1.1 the letter of offer;
- 1.1.2 the Conditions of Award if applicable;
- 1.1.3 the acceptance form; and
- 1.1.4 the fees list

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These Terms and conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of Reddam House Berkshire.

- 1.2 **Variations:** these Terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 5 and Section 8.
- 1.4 **Managing change:** Reddam House Berkshire, as any other school, is likely to undergo a number of changes during the time your child is here. Please see Section 9 for further details of the changes that may be made and the consultation and notice procedures that will apply.

## 2 Terminology

- 2.1 **The Early Learning School or ELS or We or Us:** means Reddam House (Berkshire) Limited, trading as the Early Learning School as now or in the future constituted (and any successor).
- 2.2 **The Head of the Early Learning School (Head of ELS):** is responsible for the day to day running of the Early Learning School and that expression includes those to whom any duties of the Head of ELS have been delegated.
- 2.3 **ELS Premises:** means the premises from which the Early Learning School operates.
- 2.4 **The Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and conditions.
- 2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.
- 2.6 **The Child:** is the child named on the acceptance form.
- 2.7 **Month:** means the period between and including the first day and the last day of a calendar month

### 3 The Early Learning School

- 3.1 **Our aims:** The Early Learning School is a constantly developing community of children, staff and parents. We aim to provide a happy and secure environment in which each child can develop at his / her own pace. The Parents are expected to give their support and encouragement to the aims of the Early Learning School and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.
- 3.2 **The Child's health:** The Parents must inform the Early Learning School if the Child has any known medical condition or health problem or has been in contact with an infectious or contagious disease. The Child must not be brought to the Early Learning School if unwell.

### 4 Entry to the Early Learning School

- 4.1 **Registration of interest:** The Child will be considered for Entry to the Early Learning School when the application form and non-refundable Registration Fee (where this is payable) has been completed and returned to the Early Learning School.
- 4.2 **Admission:** occurs when the Parents accept the offer of a place by the Early Learning School and they complete the acceptance form and provide the associated identity documentation. Admission to the Early Learning School will be subject to the availability of a place. A deposit (**Acceptance Deposit**) as shown in the Sessions and Fees List will also be payable when the Parents return this form. The Acceptance Deposit will be retained in the general funds of the Early Learning School until the Child leaves and will be repaid without interest following the Child's departure less disbursements and subject to payment of all other sums due to the Early Learning School. Please also see Section 8.
- 4.3 **Immigration:** It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School. The Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties in this regard, including passport, visa, biometric resident permit of the child and the sponsoring Parent(s).
- 4.4 **Entry:** is the date when the Child attends the Early Learning School for the first time under these Terms and conditions.
- 4.5 **Change:** The Early Learning School reserves the right to make changes to the curriculum or to the structure and composition of classes or to the length of the ELS day. Notice of any significant change and reasons for the change will be given as soon as practicable but on occasions it will be less than one Month.

### 5 Fees

- 5.1 **Fees:** In these Terms and conditions Fees may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the monthly charge set by the Early Learning School for the Child's pattern of attendance, irrespective of bank holidays, other Early Learning School closures or the Child's absence, or bank charges arising from default in Fees payment or late payment charges if incurred. The Parents will be consulted regarding any extra costs such as day trips or external activities.
- 5.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Month directly to the Early Learning School. Fees for each Month are due and payable as cleared funds before the commencement of the Month to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The Early Learning School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds and may request evidence of these from the

Parents.

- 5.3 **Third party arrangements:** An agreement with a third party (such as an employer, grandparent or step-parent without Parental Responsibility) to pay the Fees or any other sum due to the Early Learning School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and conditions unless an express release has been given in writing, signed by the Head of ELS. The Early Learning School reserves the right to refuse a payment from a third party.
- 5.4 **Indemnity:** If the Early Learning School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the Early Learning School against all losses, expenses (including legal expenses) and interest suffered or incurred by the Early Learning School.
- 5.5 **Free places:** Where all or part of the Fees are funded by a government Education Grant, the Parents must pay for any sessions or services provided which are not covered by the Grant. See the Sessions and Fees List and the RHB Funding Information for Parents document for further details.
- 5.6 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded, reduced or waived and the Parents will not be able to swap sessions if:
- 5.6.1 the Child is absent through illness; or
  - 5.6.2 a Month is shortened due to such events as bank holidays, other Early Learning School closures including INSET days, the Child's absence, or where the Child's vacation is extended; or
  - 5.6.3 the Early Learning School is temporarily closed due to adverse weather conditions or other safety related reasons; or
  - 5.6.4 for any reason other than exceptionally and at the sole discretion of the Head of ELS in a case of genuine hardship.
- 5.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the Early Learning School, simple interest may be charged on a day to day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Early Learning School in the recovery of any unpaid Fees regardless of the value of the Early Learning School's claim.
- 5.8 **Exclusion for non-payment:** The Early Learning School may exclude the Child by providing written notice if at any time Fees are unpaid or evidence of the identity of the payer or the source of the funds is not provided following a reasonable request. The Child will be deemed withdrawn without notice 28 days after exclusion if payment is not received or evidence requested is not provided.
- 5.9 **Payment to the Parent & Friends Association:** a voluntary charge is added for each family per academic year as a contribution to the Parent & Friends Association (PFA). This will be added as a one-off extra on the April invoice annually. Should parents not wish to contribute to this voluntary association, they can opt out by writing to the ELS one month prior to the invoice being raised.

## 6 Pastoral care

- 6.1 **Welfare of the Child:** We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Early Learning School community and the rights and freedoms of others.
- 6.2 **Physical contact:** The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress or to maintain safety and good order, or in connection with the Child's health and welfare.
- 6.3 **Concerns or complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Head of ELS. Parents will remain courteous and respectful at all times in their dealings with the Early Learning School regardless of any complaint. This extends to all facets of communication including written, verbal and social media. A copy of the Early Learning School's complaints procedure can be provided on request.
- 6.4 **Disclosures:** The Parents must, as soon as possible, disclose to the Early Learning School in confidence any known medical condition, health problem or allergy affecting the Child, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.
- 6.5 **Special precautions:** The Head of ELS must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.
- 6.6 **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the Early Learning School, as the Early Learning School does not accept responsibility for loss or damage to such items. A comforter will be allowed. The Early Learning School will supply sun cream or alternatively the Parents may wish to supply the Early Learning School with their own named sun cream in the spring and summer for use on their Child only. The Parents may be required to sign a consent form to permit the Early Learning School to use sun cream on their child.
- 6.7 **Uniform:** From Stage 4 of the Early Learning School the Child must wear named uniform for all sessions.
- 6.8 **Collection:** The Child must either be collected by one of the Parents or an alternative collector who is listed in the application form. The Parents must supply information in accordance with the Early Learning School's security procedures for collection as required by the Early Learning School from time to time. This may include, but is not limited to, supplying photographs of the collector and / or a password. The Early Learning School requires the parents to provide advance notice of alternative collection arrangements and will not release a child to anyone without having received this express consent for that day.
- 6.9 **Late collection charges:** Where the Parents have not booked for the Child to attend Extended Hours or Tea a late collection charge will be applied per child for collection beyond 4pm. For collection after 6pm a separate late collection policy charge will be applied per child. See the Unaccountably Absent and Uncollected Child Policy and the Sessions and Fees List for further information.
- 6.10 **Dietary requirements:** The Parents should advise the Early Learning School in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Child

does not come into contact with certain foods.

- 6.11 **Transport:** The Parents consent to the Child travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.12 **Communications from Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Early Learning School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from the Early Learning School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section 8.
- 6.13 **Photographs or images (including video recordings):** The Early Learning School may obtain and use photographs or images (including video recordings) of the Child for:
- 6.13.1 use in the Early Learning School's promotional material such as the prospectus, the website or social media;
  - 6.13.2 press and media purposes;
  - 6.13.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Child without the Parents' consent. The Early Learning School may seek specific consent from the Parents before using a photograph or video recording where the Early Learning School considers that the use is more privacy intrusive.

- 6.14 **Request for confidentiality:** The Parents may ask Us to keep information about the Child confidential. For example, You may ask Us to not use photographs of the Child in promotional material or ask Us to keep the fact that the Child is on the Early Learning School roll confidential. If the Parents would like information about the Child to be kept confidential, they must immediately contact the Head of ELS in writing, requesting an acknowledgment of their letter.
- 6.15 **Early Learning School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Early Learning School does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

## 7 Health and medical matters

- 7.1 **Infectious and contagious diseases:** The Child will not be accepted into the Early Learning School with an infectious or contagious disease and must not return to the Early Learning School until medically fit and without dependency on medication to stabilise a temperature. The Early Learning School reserves the right to send the Child home if they become unwell whilst under the Early Learning School's care. The Parents must provide the Early Learning School with a daytime contact number and must be available to collect their child within a timeframe of 45 minutes.
- 7.2 **Medicine:** With the exception of 'Calpol' (infant liquid paracetamol), the Early Learning School cannot administer any medicine to the Child unless prescribed by a doctor. 'Calpol' will only be administered if the Child has a temperature and if the Early Learning School holds a consent form signed by the Parents to enable it to do so. Parents or nominated emergency contact will be contacted in order to collect the child and to consent verbally to the administration of the paracetamol whilst waiting for collection. The Early Learning School will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, the Parents will be required to fill in a consent form to

cover administration of the course of medicine and to confirm dosage. If the Parents wish to withdraw their consent for the Early Learning School to administer a prescription medicine they are required to do so in writing.

- 7.3 **Medical information:** Throughout the Child's time as a member of the Early Learning School, the Head of ELS shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the Early Learning School community. Such information will be given and received on a confidential, "need to know" basis.
- 7.4 **First aid provision:** The Parents consent to the Child receiving first aid treatment as and when necessary from an appropriately qualified person.
- 7.5 **Emergency medical treatment:** The Parents authorise the Head of ELS to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Child's welfare, and if the Parents or a second emergency contact cannot be contacted in time.

## 8 **Cancellation and withdrawal**

- 8.1 **Notice:** means one Month's written notice given by:

- 8.1.1 both Parents; or
- 8.1.2 one of the Parents with the prior written consent of the other Parent; and
- 8.1.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate;

delivered to and actually received by the Head of ELS before the first day of the Month to which the notice period relates. No other notice will suffice. The Parents should contact the Head of ELS if no acknowledgement of the Notice is received from the Early Learning School within seven days of the date of the Notice.

- 8.2 **Cancel or Cancellation:** means the cancellation of a place at the Early Learning School which has been accepted by the Parents and which occurs before the Pupil enters the Early Learning School or where the Child does not enter the Early Learning School. Please see clause 4.4 for details of when Entry to the Early Learning School occurs.
- 8.3 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either of the Parents meeting face to face with a member of the Early Learning School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We received Your completed and signed acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Early Learning School has provided any educational services under this agreement. Information about the right to cancel and how to cancel is set out in the Early Learning School's cancellation notice and form published on the Early Learning School website. Parents should ensure that they receive confirmation from the School that the cancellation request has been received.
- 8.4 **Cancelling acceptance:** If the Parents give less than one Month's Notice of Cancellation, one Month's Fees at the rate payable for the Month of Entry, less the Acceptance Deposit, will be payable as a debt. If the Parents give more than one Month's Notice the Early Learning School will limit the Parents' liability to the Acceptance Deposit held. The Acceptance Deposit should therefore only be paid once a firm decision to join the Early Learning School

has been made. The Early Learning School relies on commitments given when accepting places to budget for income and expenditure requirements each year. Cases of genuine hardship will be given special consideration on written request.

- 8.5 **Cancelling a place offered in the Month before Entry:** Except for where clause 8.3 applies if the offer of a place is made within the Month prior to the Month of Entry the Parents may Cancel and terminate this contract by notifying the Early Learning School in writing at any time before Entry but they shall pay one Month's Fees at the rate payable for the Month of Entry, less the Acceptance Deposit, payable as a debt.
- 8.6 **Withdraw or Withdrawal:** means the withdrawal of the Child from the Early Learning School by the Parents with or without the Notice required under these Terms and conditions at any time after the Child has entered the Early Learning School. Please see clause 4.4 for details of when Entry to Early Learning School occurs. Notice must be given before the Child is withdrawn (including places funded by a government Education Grant) or one Month's Fees in lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request.
- 8.7 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from the Early Learning School, if, after consultation with the Parents, the Head of ELS is of the opinion that by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the Early Learning School, or if a Parent has treated the Early Learning School or members of its staff or any member of the Early Learning School community unreasonably. The Early Learning School is not obliged to provide notice under these circumstances. There will be no refund of Fees but the Acceptance Deposit will be returned and Fees in lieu of Notice would not be charged.
- 8.8 **Notice for changes to the number of sessions or attendance pattern:** If the Parents wish to change the number of sessions the Child attends the Early Learning School or to change the Child's pattern of attendance they are required to provide at least one full Month's written notice to the Head of ELS. Any change will be subject to availability and the prior approval by the Head of ELS. Parents are not permitted to provide any further Notice of booking changes within a period of 3 months after the first day on which the most recent booking change came into effect (for example, if a change is effective from 1 April no further notice can be given until after 1 July). This applies to all regular booking patterns at the ELS (whether as part of a funded entitlement or standard regular bookings). Changes to the number of sessions attended by the Child or any changes to the Child's attendance pattern are subject to local authority requirements, at the discretion of the Head of ELS and subject to availability and may incur an administration charge. See the RHB Funding Information for Parents document for further information.
- 8.9 The ELS has a special discounted rate for children attending full time, all year round. This rate is based on the principle of a committed booking schedule for the whole year up to and including 31<sup>st</sup> August. Parents wishing to exit this full-time, all-year-round booking pattern prior to the end of the year as defined above by changing the booking pattern will be subject to a retrospective adjustment of the charges for the 3 months prior to the change in booking pattern as if the discount had not been applicable..

## 9 General conditions

- 9.1 **Variations:** these Terms and conditions and the Sessions and Fees list are subject to change from time to time to reflect changes in the law or custom and practice at the Early Learning School.
- 9.2 **Data protection:** The Parents are asked to read the privacy notice for parents and pupils enclosed with the letter of offer before signing the acceptance form.



- 9.3 **Insurances:** The Early Learning School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.
- 9.4 **Management:** It is our intention that these Terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and children, and those of the Early Learning School community as a whole. We aim also to promote good order and discipline throughout our Early Learning School community and to ensure compliance with the law.
- 9.5 **Legal contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and conditions, together with the letter of offer, the acceptance form and the Sessions and Fees List.
- 9.6 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.
- 9.7 **Information for parents:** We provide parents of prospective pupils with information about the Early Learning School and the educational services we provide in good faith. This information may be contained in the Early Learning School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head of ELS that the information is accurate before returning a completed acceptance form to the Early Learning School.
- 9.8 **Third party rights:** Only the Early Learning School and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 9.9 **Interpretation:** These Terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and conditions.
- 9.10 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.
- 9.11 **Jurisdiction:** This contract was made at the Early Learning School and it, together with each matter relating to the provision of services by the Early Learning School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.