

Willowbrook



Nursery

Muscat

PARENTS TERMS AND CONDITIONS

INTRODUCTION

- 1 These Terms and Conditions form the basis of a legal contract for educational services. The terms and conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the Nursery.
- 2 Our prospectus, social media content and website are not contractual documents.
- 3 Managing Change: Willowbrook Nursery Muscat, as any other school, is likely to undergo a number of changes during the time your child is a pupil.
- 4 Documents referred to: Parents have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

TERMINOLOGY

- 5 "**The Nurseries**", "**We**", "**Us**" means Willowbrook Nursery in Muscat as now or in the future constituted.
- 6 "**Governing Body**", "**Board of Governors**", "**Governor(s)**" means the Governing Body of Surestone Education LLC, managing company of Willowbrook Nurserie, who are responsible for governance of the Nursery.
- 7 "**The Lead Teacher**" is responsible for the day-to-day running of the Nursery and that expression includes those to whom any duties of the Lead Teacher or of the Governing Body have been delegated.
- 8 "**The Parents**", "**You**" means any person who has signed the Acceptance of Place Form and/or who has accepted responsibility for a child's attendance at the Nursery. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons, which justify withholding information to safeguard the interests and welfare and best interests of the child.
- 9 "**The Pupil**". "**Child**" is the child named on the Registration Form.

ADMISSION AND ENTRY TO THE NURSERY

- 10 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the Nursery when the Registration Form has been completed and returned to us and the Registration Fee paid. Admission will be subject to the availability of a place and the pupil(s) and parents satisfying the admission requirements at the time. "Admission" occurs when parents accept the offer of a place. "Entry" is the date when a pupil attends a Willowbrook Nursery for the first time under this contract.
- 11 **Equal Treatment:** The Nursery is an educational centre for children aged 4 months – 3½ years old. The Nursery welcomes children from any ethnic group, background and creeds. The highest standards of inclusiveness and diversity of culture is respected at all times.
- 12 **Offer of a Place Payment Fee:** When Parents accept the offer of a place they will be required to pay the fees as per the payment schedule. Following the initial payment, payment of fees can be made in termly installments by cheque, bank transfer, bank card or cash.

HOLISTIC SUPPORT

- 13 **Meaning:** Holistic support is a thread which runs throughout all aspects of life at Willowbrook Nursery Muscat, and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of Nursery community.
- 14 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide the highest standard of pastoral care. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the rights and freedoms of others.
- 15 **Complaints:** Any question, concern or complaint about the holistic support or safety of a pupil must be notified immediately to the Lead Teacher, or, in the case of a grave concern, must be notified in writing to the Nursery Manager of Willowbrook Nursery Dubai and/or by telephone in a case of emergency.
- 16 **Lead Teacher's Authority:** The parents authorise the Lead Teacher to take and/or authorise in good faith all decisions which she considers on proper grounds will safeguard and promote the pupil's welfare.
- 17 **Ethos:** The ethos of the Nursery (see website/prospectus) must be such as to foster good relationships between members of the staff, the parents, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The Nursery and its staff will act fairly in relation to the pupils and parents, and we expect the same of pupils and parents in relation to the Nursery they attend.
- 18 **Physical Contact:** 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 pupil in distress or to maintain safety and good order, or in connection with the pupil's health and welfare.
- 19 **Disclosures:** Parents must on application or as soon as possible when a condition is diagnosed, disclose to the Nurseries in confidence any known medical condition, health problem or allergy affecting the pupil, any history of a learning difficulty on the part of the pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the pupil's welfare or happiness, or any concerns about the pupil's safety.
- 20 **Confidentiality:** The parents authorise the Lead Teacher to override their own and (so far as they are entitled to do so) a pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the Nurseries. In some cases, teachers and other employees of the Nursery may need to be informed of any particular vulnerability the pupil may have. This is will be done with or without the consent of the pupil and/or parent.
- 21 **Absence of Parents:** When both parents will be absent from the pupil 's home overnight or for a twenty-four hour period or longer, the Nursery they attend must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the pupil.
- 22 **Photographs:** It is the custom and practice of most international nurseries, and of Willowbrook, to include some photographs or images of pupils in the Nurseries' promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the parents' consent. Parents who do not want their child's photograph or image to appear in any of the Nurseries' promotional material must notify the Lead Teacher of such in writing and must make sure their child knows their position in this regard.

23. **Insurance:** Parents are responsible for insurance of the pupil's personal property whilst at Nursery or on the way to and from the Nursery they attend or any nursery-sponsored activity away from school premises. From time to time the Nurseries can, via their insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the Nurseries do not accept a contractual duty to do so.
24. **Liability:** Unless grossly negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nurseries do not accept responsibility for accidental injury or other loss caused to the pupil or parents or for loss or damage to property. The Willowbrook Indemnity Form relating to this matter must be signed by parents as part of the application and registration process. Children will not be accepted into the Nursery until this form has been signed and returned.

HEALTH & MEDICAL MATTERS

25. **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the pupil's health and must inform the Nursery in writing if the pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases. Pupils will not be allowed to join the Willowbrook Nursery until this form has been fully completed and returned.
26. **Pupil's Health:** The Nursery may at any time require a medical opinion or certificate as to the pupil's general health.
27. **Medical Information:** Throughout a pupil's time as a member of a Willowbrook Nursery, the Nursery shall have the right to disclose confidential information about the pupil, if considered to be in the pupil's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, 'need-to-know', basis.
28. **Emergency Medical Treatment:** The parents authorise the Nursery to consent on behalf of the parents to the pupil receiving emergency medical treatment, where certified by an appropriately qualified person necessary for the pupil's welfare and if the parents cannot be contacted in time.
29. **Vaccinations:** Parents need to present an up to date vaccination certificate to the Nursery and ensure all their children's vaccinations are kept up to date.
30. **Pupil Unwell:** If a pupil is unwell, they will not be allowed to attend Nursery under any circumstance.
31. **Class Quarantine:** In the event a case is suspected in the class bubble and any one class has to quarantine for 2 weeks, online learning will commence. Refunds will not be issued in this circumstance.
32. **Self-Quarantine:** In the event that a family member of the pupil has to quarantine, parents undertake to keep the pupil of Willowbrook Nursery at home as well, until the full quarantine period is over. No refunds will be issued in this circumstance.

EDUCATIONAL MATTERS

33. **Our Commitment:** Within the published range of the Nurseries' provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil, and to provide education to the highest possible standard.
34. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Lead Teacher, is most appropriate to the Nursery community as a whole. Any parent who has specific requirements or concerns about any aspect

of their child's education or progress should contact their child's key worker, or any other appropriate member of staff, as soon as possible, or contact the Lead Teacher in the case of a grave concern.

35. **Progress Reports:** Willowbrook Nursery monitor the progress of each pupil, and report regularly to parents by means of daily progress updates (as appropriate to age) and full written reports at the end of each term.
36. **Reports and References:** Information supplied to parents and others concerning the progress and character of a pupil will be given conscientiously and with all due care and skill but otherwise without liability on the part of the Nursery.
37. **Information about Learning Difficulties:** At entry to any Willowbrook Nursery, parents must provide the Nursery with copies of all medical, psychological or educational assessments or reports. Such materials are a prerequisite in enabling the Nursery to provide the best education for the children. Failure to disclose any such information, including the deliberate withholding of information, may result in a pupil being asked to leave.
38. **Notification about Learning Difficulties:** Parents must notify the Nursery in writing if they are aware or suspect that a pupil (or anyone in his or her immediate family) has a learning difficulty, and the parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the pupil, without being charged fees in lieu of notice if, in the professional judgment of the Lead Teacher and after consultation with the parents and with the pupil (where appropriate), Willowbrook Nursery cannot provide adequately for a pupil's special educational needs.
39. **Learning Difficulties:** The Nursery will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to a 'special educational need'. Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
40. **Screening for Learning Difficulties:** The screening tests available to nursery are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by Willowbrook Nursery at the parents' expense or by the parents themselves.
41. **Moving up the Nursery:** It is assumed that each child will progress through the Nursery they attend and will ultimately complete the Pre-School (FS1) stage. Parents must give a term's notice in writing, in accordance with the Provisions about Notice, if they do not intend their child to proceed to the next stage of any Willowbrook Nursery, or a term's fees in lieu of notice will be payable.
42. **Willowbrook Nursery Intellectual Property:** The Nursery reserve all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property"), arising as a result of the actions or work of a pupil in conjunction with any member of staff and/or other pupils at the Nurseries for a purpose associated with the Nurseries. The Nurseries will acknowledge and allow to be acknowledged the pupil's role in creation/development of intellectual property.
43. **Pupil's Original Work:** Copyright in the pupil's original work belongs to the pupil. Most such work will be returned to the pupil when it is no longer required for purposes of assessment or display. The parents' consent for themselves and (so far as they are entitled to do so) on behalf of the pupil, to our retaining such work at Nursery premises until, in our professional judgment, it is appropriate to release the work to the pupil. We will take reasonable care to preserve the pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the pupil by factors outside the direct control of the Nursery and staff.
44. **Nursery Trips:** A variety of trips will be provided for your child while a pupil at Willowbrook

Nursery. The cost of some nursery trips will be charged as an extra item. Parents' prior consent will be sought for such trips. The cost of the trip will be payable in advance. The pupil is subject to nursery discipline in all respects whilst engaged on a nursery trip.

BEHAVIOUR AND DISCIPLINE

45. **Nursery Regime:** The parents accept that the Nursery will be run in accordance with the authorities delegated by the Governing Body to the Lead Teacher. The Lead Teacher is entitled to exercise a wide discretion in relation to Willowbrook Nursery policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of a pupil is at issue.
46. **Nursery Discipline:** Parents hereby confirm that they accept the authority of the Lead Teacher and of other members of staff on the Lead Teacher's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the school community as a whole. The Nurseries' disciplinary policy applies to all pupils when they are on Nursery premises, or in the care of the Willowbrook Nursery.
45. **Divulging Information:** Except as required by law, Willowbrook Nursery and its staff shall not be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Lead Teacher has acquired during an investigation.
46. **Circumstances calling for Removal:** Parents may be required, during or at the end of a term, to remove the pupil, temporarily or permanently from a Willowbrook Nursery, if, after consultation with the parent, the Lead Teacher is of the opinion that by reason of the child's conduct or progress, the pupil is unable to benefit sufficiently from the opportunities offered by the Nursery, or if a parent has treated the Nursery or members of its staff unreasonably. In these circumstances, parents may be permitted to withdraw the pupil as an alternative to removal being required. The Lead Teacher shall act with procedural fairness in all such cases, and shall have regard to the interests of the child and parents as well as those of the Nursery attended.
47. **Complaints Procedures:** A formal complaint about any matter of Nursery policy or administration must be stated courteously in writing to the Lead Teacher and, if unresolved, should be restated in writing to the Chairman of Governors. Every reasonable complaint shall receive fair and proper consideration and a timely response.

PROVISIONS ABOUT NOTICE

48. **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and actually received by the Lead Teacher personally. It is expected that parents will consult with the Lead Teacher before giving notice to withdraw a pupil. Notice is valid only for the term in which it is given and only when written and accepted in writing by the Lead Teacher personally.
49. **Fees in lieu of notice** means fees in full for the term of notice at the rate that would have applied had the pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.
50. **Notice of Withdrawal:** Notice in writing must be given one full term in advance.
51. **Withdrawal by Parents:** If a pupil is withdrawn on less than a term's notice fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question.

52. **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Lead Teacher before a notice of withdrawal is sent to the School. Termination by the Nursery: The Nursery may terminate this agreement on one term's written notice sent by email or on less than one term's notice in a case involving expulsion or required removal. The Nursery would not terminate the contract without good cause and full consultation with parents and the pupil (if of sufficient maturity and understanding), and would offer the parents a Governors' Review of a decision to terminate.
53. The Nursery believes that a positive and constructive working relationship between the Nursery and a pupil's parent or guardian is essential for the fulfillment of the Nursery's mission. Thus, the Nursery reserves the right to terminate the contract at any time or to not re-enroll a pupil if the Nursery reasonably concludes that the actions of a parent or guardian make such a positive and cooperative relationship very difficult or otherwise seriously interfere with the Nurseries' accomplishment of its educational purposes.

FEES

54. **Meaning:** 'Fee' and 'Fees' where used in these terms and conditions include each of the following charges where applicable: application fees; assessment fees; attendance fees; extras such as 'Early Bird' care or "Late/Daffodil Club", transport, clothing and equipment, photographs and other items ordered by the parent or the pupil and charges arising in respect of Nursery trips.
55. **Payment:** Parents undertake to pay the fees applicable in each Nursery year according to the conditions and schedule (available in a separate document). The Nurseries reserve the right to initiate legal action against a party who has signed a cheque in the event such cheque is returned unpaid for any reason whatsoever.
56. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended or for any cause other than exceptionally and at the sole discretion of the Nursery in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the Nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents.
57. **Exclusion for Non-Payment:** The right is reserved on 3 days written notice to temporarily suspend a pupil while fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the parents. The Nursery may also withhold any information, character references or property while fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the child.
58. **Appropriation:** The parents agree that a payment made in respect of one child may be appropriated by the Nurseries to the unpaid account of any other child of those parents.
59. **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the fees or any other sum due to the Nursery does not release the parents from liability 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.

GENERAL CONTRACTUAL MATTERS

60. **Management:** It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the Nursery community as a whole. We aim to ensure that the Nursery, their culture, ethos and resources are properly managed so that the Nurseries, their services and facilities can develop. We aim also to promote good order and discipline throughout our Nursery community

and to ensure compliance with the law.

61. **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.
62. **Representations:** Our website, social media material and prospectus describe the broad principles on which the Nursery are presently run and gives an indication of our history and ethos. Although believed correct at the time of publication these are not part of any agreement between the Parents and the Nursery. Parents wishing to place specific reliance on a matter contained therein, or a statement made by a member of staff or a pupil during the course of a conducted tour of any Willowbrook Nursery or a related meeting should seek written confirmation of that matter before entering this agreement.
63. **Choice of Law and Jurisdiction:** These Terms and Conditions shall be construed and governed by the laws of Oman and the School and Parents agree that any legal action or proceeding arising out of or in connection with these Terms and Conditions may be brought in the courts and the School and Parents submit to the non-exclusive jurisdiction of the courts.

Declaration

I/We parent/guardian of

_____ herby

certify that I/we have read the above polices and agree to abide by them. I/we declare that all information provided in the registration form is correct and complete. I/we agree to support the school behavior policy, code of conduct, uniform rules and any sanctions that may be deemed appropriate concerning my/our children.

Please note that failure to sign and return this Declaration implies full acceptance of all the above policies.

Father (or Guardian) Name

Signature

Mother (or Guardian) Name

Signature

Date _____