

Kingsmead Day Nursery Limited
Terms and Conditions

These Terms and Conditions are the standard terms which apply to the provision of day nursery services by Kingsmead Day Nursery Limited (“Nursery”).

These Terms and Conditions apply where the parents are “Consumers” as defined by the Consumer Rights Act 2015.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“Child”	means Your child, for whom We will care for by providing the Services;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means a client of the Nursery whose Child receives Services in their personal capacity only;
“Deposit”	means the deposit (i.e. a sum equal to one month’s Fees) which You must pay to Us when entering into these Terms and Conditions;
“Fees”	means the fees You are to pay for the Services;
“Nursery”	means Us or Our employees who will be responsible for providing the Services;
“Services”	means the services that the Nursery will provide;
“Service Period”	means a period of one month beginning on the Start Date and repeating until cancelled or terminated;
“Start Date”	means the date You and We agree on for Us to start providing the Services;
“We/Us/Our”	means the Nursery and includes all employees, agents and sub-contractors of the Nursery; and
“You/Your”	means a Consumer who is a parent or carer of a Child at the Nursery.

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

- 1.4 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.5 Words signifying the singular number will include the plural and vice versa.
- 1.6 References to any gender will include the other gender.

2. INFORMATION ABOUT US

- 2.1 We are a Private Limited Company and trade under the name '*Kingsmead Day Nursery*'.
- 2.2 We are registered in England & Wales under company number 08451753 and our registered office is at Avebury House, 6 St Peter Street, Winchester, Hampshire, SO23 8BN. Our nursery is at Gordon House, Gordon Road, Winchester, SO23 7DD.
- 2.3 We are registered with Ofsted. We will comply at all times with all relevant requirements, rules and guidance provided by Ofsted.
- 2.4 We operate 51 weeks a year. Our opening hours are 8.00am – 6.00pm, Monday to Friday. Each year, We are closed on Christmas Eve until the first working day after New Year's Day ('**Festive Break Days**'). We are also closed on Bank Holidays. Festive Break Days and Bank Holidays are non-chargeable days.

3. COMMUNICATION AND CONTACT DETAILS

- 3.1 If You wish to contact Us with questions, information or comments, You may contact Us by telephone at 01962 862 266 or by email at contact@kingsmeaddaynursery.co.uk or in person or by letter addressed to Kingsmead Day Nursery, Gordon House, Gordon Road, Winchester, Hampshire, SO23 7DD. For complaints, please see Clause 9 below.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at contact@kingsmeaddaynursery.co.uk; or
 - 3.2.2 contact Us by pre-paid post at Kingsmead Day Nursery, Gordon House, Gordon Road, Winchester, Hampshire, SO23 7DD.

4. APPLICATIONS

- 4.1 You should request Us to provide Services using Our contact details, as set out in clause 3.1 and clause 3.2.
- 4.2 When We hear from You, We shall let You know if there is a space available at the Nursery for the Child or not. In any event, We shall note down Your contact details. If we confirm there is a space at the Nursery for the Child, we shall call You and request the necessary information from You in order to complete the application process. We will then consider all the information provided and will make a decision on the application promptly. During that period, We may ask You to provide additional information to clarify or support the application. Acceptance of the application will be at Our sole discretion.
- 4.3 If We decide to accept an application We will send You confirmation of this in writing via email or pre-paid post ('**Confirmation Letter**'). We shall also confirm the Start Date in the Confirmation Letter.

5. DEPOSIT

- 5.1 You must pay the Deposit within 10 days of the date of the Confirmation Letter (**'Deposit Payment Period'**). Payment of the Deposit reserves Your Child's place. We will hold the Deposit until the arrangement between Us and You is cancelled or terminated, from which it will be deducted from Your final account. If You fail to pay the Deposit within the Deposit Payment Period, We shall assume that You no longer wish to reserve Your Child's place with Us.
- 5.2 If after the payment of a Deposit and before the Start Date We terminate Our relationship with You under Sub-Clause 11.3 due to Our inability to provide the Services from the Start Date, We will refund the Deposit to You in full.
- 5.3 If You choose not to place Your Child with Us after the payment of a Deposit, We will provide You with a refund as follows:
- 5.3.1 if You cancel six months or more prior to the Start Date, You shall receive a full refund of the Deposit; or
- 5.3.2 if You cancel less than six months but more than three months prior to the Start Date, You shall receive a refund equal to 50% of the Deposit; or
- 5.3.3 if You cancel less than three months but more than one month prior to the Start Date, You shall receive a refund equal to 25% of the Deposit; or
- 5.3.4 unless You are subject to the 'cooling off period' provisions set out in Clause 10, if You cancel less than one month prior to the Start Date, You shall not receive a refund.
- 5.4 Once You have made payment of a Deposit in accordance with Clause 5.1 and reserved Your Child's place and Start Date at the Nursery (for this purpose of this clause only, the **'Intended Start Date'**), if You subsequently postpone the Intended Start Date with Us at anytime (subject always to Clause 10), We reserve the right to charge You 100% of the monthly fees as from the Intended Start Date up to and including the actual Start Date of Your Child with Us. A worked example is set out below:
- Example (subject always to the 'Cooling Off Period' set out at clause 10)*
- *On 2 September, Child A's place at the Nursery is confirmed and the Start Date is agreed to be 1 March. The Deposit is paid.*
 - *On 1 December, Child A's start date is moved by his/her parents to 1 May.*
 - *The Nursery reserves the right to charge 100% of the fees from 1 March to 1 May as though Child A had been in attendance at Nursery during that time.*
- 5.5 Subject always to Clause 10, and on the basis of:
- 5.5.1 You paying the Deposit in accordance with Clause 5.1; and
- 5.5.2 Us confirming to You that Your Child's place at the Nursery has been reserved; and
- 5.5.3 the Start Date for Your Child being agreed with Us; and
- 5.5.4 the days and the number of days per week Your Child shall attend the Nursery (**'Nursery Attendance Days'**) being agreed with Us; and

5.5.5 You providing Us with one month's written notice or more prior to Your Child's Start Date,

You may change the number or days of the week (subject to availability) of the Nursery Attendance Days, which can be effective from one month after Your Child's Start Date and You will be charged for Your Child's agreed Nursery Attendance Days until the revised Nursery Attendance Days take effect. A worked example is below:

Example (subject always to the 'Cooling Off Period' set out at clause 10)

- *On 2 January, Child A's place at the Nursery is confirmed and the Start Date is agreed. The Deposit is paid. Child A shall attend the Nursery five days per week from 1 March onwards.*
- *On 20 February, Child A's parents contact the Nursery and it is agreed that Child A shall instead attend the Nursery four days a week from 1 April onwards.*
- *Child A's parents shall be charged for Child A attending the Nursery for five days per week from 1 March until 1 April. Thereafter, Child A's parents shall be charged for Child A attending the Nursery for four days per week.*

5.6 Our right in sub-Clause 5.3 to retain the Deposit (in full or in part, as the case may be) is subject to the "cooling off period" provisions set out in Clause 10.

5.7 We will repay the Deposit to You in full or in part on cancellation in accordance with clause 10. If Our legal relationship with You is terminated under clause 11.1 or 11.2, We will repay the Deposit in full unless any invoices remain unpaid in which case the unpaid amount will be retained from the Deposit.

5.8 In the event that You wish to increase the Child's hours of usage of the Services, We reserve the right to increase the Deposit payable to Us *pro rata* to the increase of the hours.

6. FEES AND PAYMENT

6.1 The Fees are set out on Our website. In the case of Your Child being over three years old, funding via the UK Government for 15 hours or 30 hours of education may be available (subject to Your income).

6.2 We may review and make reasonable alterations to the Fees from time to time.

6.3 We may charge additional costs and expenses which We agree with You in advance (e.g. for food, extra Services or outings).

6.4 We will invoice You at the beginning of each Service Period for the following month's Fees and any agreed additional costs and expenses. Invoices will be sent to You via email but hard copies will be made available upon request from You.

6.5 We must receive payment of each invoice from you no later than the last day of each calendar month, regardless of whether the last day of each calendar month is a business day or not.

6.6 We accept payment via bank transfer to Us. Our bank account details will be made available to You in writing.

6.7 If You do not pay an invoice by the due date We may charge You a late payment fee

of £15.00 per calendar week (**'Late Payment Fee'**) until payment in full is made by You.

- 6.8 If any sums remain unpaid after the time period set out in sub-Clause 6.5, We may suspend provision of the Services until all overdue sums are received in full.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith (in Our reasonable opinion) We will not charge the Late Payment Fee while such a dispute is ongoing and we will not suspend provision of the Services.
- 6.10 We accept childcare vouchers (**'Voucher'**) from most providers. It is Your responsibility to ensure that each childcare voucher payment (**'Voucher Payment'**) is made to Us promptly and that each Voucher Payment is clearly identified with the name of the Child.
- 6.11 Vouchers issued via Your employment or place or work after the 1st of each month will be deducted from the following month's Fees.

7. SERVICES

- 7.1 We will begin to provide the Services on the Start Date and will continue to provide the Services until such time as Our legal relationship is terminated by You or Us in accordance with these Terms and Conditions.
- 7.2 We will fully comply with Our obligations under the Children Act 1989 or other applicable legislation and the Statutory Framework for the Early Years Foundation Stage.
- 7.3 We will ensure that we are aware of all laws, rules, regulations and guidance relevant to the provision of childcare services and keep our knowledge up to date.
- 7.4 We will provide the Services to the best of Our ability, offering high standards of care and diligence.
- 7.5 We will wherever possible provide care and experiences for the Child that will contribute positively to the Child's physical and mental development. Such care and experiences will take into account the Child's age and stage of development and may include, where appropriate, social and/or community activities involving children of a similar age group. We will consult You fully when planning all such care and experiences.
- 7.6 We will use all reasonable methods of managing the Child's behaviour that are permissible under relevant law, rules and guidance. We will not, under any circumstances, use any method of physical punishment. If You know that the Child has any behavioural difficulties, You must inform Us in the application process or, if such difficulties are not known at the time of applying, as soon as reasonably possible after becoming aware.
- 7.7 If so included in the Services, We will provide suitable food and drink for the Child at appropriate times. The Child will have access to unlimited drinking water. The choice and availability of food and drink will be appropriate to the time of day. We will take into account special dietary requirements, medical conditions and medication (amongst other factors) when determining the food and drink to be provided for the Child. We will consult You when planning food and drink and We may require You to provide the Child's meals either occasionally or regularly.
- 7.8 We will inform You immediately if the Child becomes ill or suffers any injury or accident whilst in Our care.

- 7.9 If the Nursery is to arrange for the transport of the Child using any form of transportation, We will ensure that all relevant safety precautions are taken including, where relevant, the use of a suitable child seat in a motor vehicle.
- 7.10 If We wish to make any changes to the Services, We will provide You with at least one month's notice of the proposed changes, this includes if You wish for the Child to no longer be provided with suitable food and drink by Us. If You are unable or unwilling to accept such changes, You may terminate Our legal relationship under sub-Clause 11.2.
- 7.11 If You wish to make any changes to the Services, You must request such changes and provide us with one month's notice in writing. We will use reasonable endeavours to accommodate such changes, but cannot guarantee that all such changes will be possible. If We receive less than one month's written notice from You, You shall be charged 100% of the Fees until one month has passed from the date of Your written notice, after which You shall be charged the Fees at the revised rate in accordance with the number of days Your Child attends the Nursery. A worked example is below:

Example (subject always to the 'Cooling Off Period' set out at clause 10)

- *On 25 March, Child A's parents write to the Nursery and wish for Child A to instead attend the Nursery four days a week from 1 April onwards.*
 - *As less than one month's written notice has been provided to the Nursery, Child A's parents shall be charged for Child A attending the Nursery for five days per week until 25 April. Thereafter, Child A's parents shall be charged for Child A attending the Nursery for four days per week.*
- 7.12 Any changes made to the Services under sub-Clauses 7.10 or 7.11 may result in an increase or decrease in Fees.

8. YOUR OBLIGATIONS

- 8.1 You must provide all information reasonably required and requested by the Nursery (including, but not limited to, the information required in the application) promptly and must ensure that the information is accurate and up-to-date.
- 8.2 You must inform Us as soon as reasonably possible and practicable if the Child becomes ill and is unable to attend the Nursery or is going to be absent for any reason. If the Services are suspended for any period under the provisions of this sub-Clause 8.2, We will charge Fees as normal for that period.
- 8.3 You must provide Us with no less than one month's written notice if the Child is going to be on holiday or take any other form of extended leave from the Nursery, which is in excess of one week. Subject to Us receiving one month's written notice from You, You shall not be charged any sum for the Child's food for the period the Child is not attending the Nursery. If We do not receiving one month's written notice from You, You shall be charged for the cost of the Child's food for the period they are away from the Nursery. This clause does not apply in the event of what we consider (in our sole direction) to amount to unforeseen circumstances which results in the Child being absent from the Nursery for a period in excess of one week.
- 8.4 You must provide Us with detailed information of any medication that is to be taken by the Child (whether such medication is prescribed by the Child's GP or otherwise),

including details which have been recorded on a medicine record form. If the Nursery is to be required to administer any medication of any kind, You must provide written permission, authorising the Nursery to do so. The Nursery will then continue to administer prescribed medicines after the Child has first received the medication from his/her parents/carers for 48 hours. If the Child's GP's prescription is 'ongoing' (i.e. an inhaler to control asthma), then the Child's medicine record form must clearly state that this is the case. All medicines remain stored in the containers provided to Us by You and are inaccessible to the Child.

- 8.5 We are unable to administer non-prescription medication to the Child, save and except for when the Child's temperature reads in excess of 37.6c. In such an instance, and only with Your express permission, we can administer a maximum of 5ml of Calpol to the Child. You must collect the Child as soon as reasonably practicable and by no later than 2 hours after the Calpol has been administered to the Child.
- 8.6 You must inform the Nursery as soon as reasonably possible if the Child has been injured in any way since he/she was last in the Nursery's care. We will where possible accommodate such injury/injuries.
- 8.7 We accept no liability for accidents or injuries which may arise outside of the Nursery, be it during Your Child being dropped off or collected or at any other time. Before Your Child arrives at the Nursery each day and after Your Child leaves the Nursery each day, it is Your responsibility to care for Your Child's safety.
- 8.8 You must drop the Child off on time.
- 8.9 You must collect the Child on time. Failure to collect the Child on time will result in an additional fee of £25.00 per hour/per part hour being payable. It is a legal requirement that no less than two qualified members of Our staff must remain with a Child whose collection is late and therefore We incur additional staff costs as a result of a late collection. If You are unable to collect the Child on time, please contact Us as soon as possible.
- 8.10 We require that You introduce Us to any third party who intends to drop the Child off or collect the Child from the Nursery. Please notify Us in advance if such a circumstance is likely to arise. You will be required to complete a permission form, giving Us a brief description, photograph of the third party, date and a password in order so that We may safely release the Child into the third party's care. In all circumstances, the third party intended to drop off or collect the Child must be 18 years of age or over.
- 8.11 In the event that You (or a third party, as the case may be) fail to collect the Child, We shall ensure that two of Our employees remain with the Child. At least one of Our employees remaining with the Child will hold a Level 3 Diploma in Childcare and Education and be trained in paediatric first aid. In these circumstances, We shall attempt to contact You via telephone, failing which We shall call the emergency contact(s) You have specified to Us. The emergency contact(s) collecting the Child must communicate a previously agreed password to Us and provide Us with valid photographic identification (including, but not limited to, a current driving licence and/or passport). We reserve the right to keep a record of any such incident.
- 8.12 If any of the circumstances in clause 8.11 arise, We are legally obliged to inform the Safeguarding Children's Board.
- 8.13 You must be available at appropriate times when requested by the Nursery to discuss any matters relating to the care, development, wellbeing and behaviour of the Child.

9. COMPLAINTS AND FEEDBACK

- 9.1 We always welcome feedback and we want to hear from You if You have any cause for complaint.
- 9.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Our website.

10. CANCELLATION DURING THE COOLING OFF PERIOD

- 10.1 You have a statutory right to a “cooling off” period. This period begins on the date You accept these Terms and Conditions and ends at the end of 14 calendar days after that date.
- 10.2 If You wish to cancel within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions).
- 10.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 10.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 10.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 10.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 10.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
 - 10.7.1 If You cancel after provision of the Services has begun You will be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel;
 - 10.7.2 The amount due will be a fair proportion of the Fees. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis;
 - 10.7.3 We will process any refund within 14 calendar days after You inform Us of Your wish to cancel.
- 10.8 Clause 11 applies to termination after the 14 calendar day cooling off period has elapsed.

11. TERMINATION

- 11.1 In addition to Your rights in Clause 10 relating to the cooling off period, You may terminate your arrangement with Us at any time after the Start Date by giving Us at least one month’s written notice.
- 11.2 You may terminate your arrangement with immediate effect by giving Us written notice if:

- 11.2.1 We have breached these Terms and Conditions in any material way and have failed to remedy that breach within 15 days of You asking Us in writing to do so;
- 11.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; and/or
- 11.2.3 We are unable to provide the Services due to an event beyond Our reasonable control (see Clause 13).
- 11.3 We may before the Start Date terminate with immediate effect by giving You written notice if unavailability of required personnel or any event described in Clause 13 occurs that makes it likely that We will be unable to provide the Services from the Start Date. If such termination is necessary, We will inform You as soon as is reasonably possible after We become aware of any need to terminate under this sub-Clause 11.3.
- 11.4 After the Start Date, We may terminate at any time by giving You at least one month's written notice.
- 11.5 We may terminate with immediate effect by giving You written notice if:
 - 11.5.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge the Late Payment Fee under sub-Clause 6.7); or
 - 11.5.2 You have breached these Terms and Conditions in any material way and have failed to remedy that breach within 5 days of Us asking You in writing to do so.
- 11.6 For the purposes of this Clause 11 a breach of these Terms and Conditions will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

12. EFFECTS OF TERMINATION

- 12.1 If these Terms and Conditions are terminated for any reason the provisions of this Clause 12 will apply.
- 12.2 If at the termination date:
 - 12.2.1 You have made any payment to Us for any Services We have not yet provided, these sums will be deducted from the final invoice. If You are in credit, We shall refund You the balance within a month of the services being terminated;
 - 12.2.2 We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6 or We shall deduct such sums owing from Your Deposit.
- 12.3 Any Clauses which, either expressly or by their nature, relate to the period after expiry or termination will remain in full force and effect.
- 12.4 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of these Terms and Conditions which exist at or before the date of termination.

13. EVENTS BEYOND OUR REASONABLE CONTROL (ALSO KNOWN AS “FORCE MAJEURE”)

- 13.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), pandemic, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 13.2.1 We will inform You as soon as is reasonably possible;
- 13.2.2 Our obligations will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary.

14. LIABILITY

- 14.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when these Terms and Conditions are entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 14.2 We will maintain suitable and valid insurance covering all relevant aspects of the Services.
- 14.3 We provide Services only to Consumers for their personal and private use. We make no warranty or representation that the Services are fit for commercial or business purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 14.4 We are not liable for any loss or damage to any personal property that You or the Child bring onto the Nursery’s premises.
- 14.5 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 14.6 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation.

15. HOW WE USE YOUR PERSONAL DATA

We will only use Your personal data as set out in Our Data Protection Policy available from Our website.

16. OTHER IMPORTANT TERMS

- 16.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is

reasonably possible of any such changes.

- 16.2 We may transfer (assign) Our obligations and rights under these Terms and Conditions to a third party. If this occurs We will inform You in writing. Your rights will not be affected and Our obligations will be transferred to the third party who will remain bound by them.
- 16.3 You may not transfer (assign) Your obligations and rights under these Terms and Conditions without Our express written permission (such permission not to be unreasonably withheld).
- 16.4 These Terms and Conditions are between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question will not be affected.
- 16.6 No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. LAW AND JURISDICTION

- 17.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

I hereby accept the above terms and conditions.

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Parent's Name

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Date