

Key Information Summary

This summary highlights the main practical points in our agreement. Please read it alongside the full Terms and Conditions before accepting a place.

What we are

Cultivate Learning is a part-time, non-school setting for home-educated children, open 9.40am–3.30pm on Monday, Tuesday and Wednesday, with around 7 weeks' closure each academic year (in addition to bank holidays and 2 annual inset days). We supplement, but do not replace, your legal responsibility to ensure your child receives a suitable full-time education.

Fees and payment

Fees are organised by season (Spring, Summer, Autumn, Winter) and are due in advance by the 25th of the month before each season; the current fee schedule is set out in Schedule 1. Fees reflect fixed staffing and operational costs rather than daily attendance.

Deposits

To secure a place we require a £1,000 per-child refundable holding deposit, from which we may deduct sums only in line with clauses 4.3–4.4 and only to the extent they reflect our genuine losses (for example unrecoverable staff costs and unfilled sessions). The deposit is normally refunded in full if you give at least one month's notice before the end of a season that your child will be leaving; if you give shorter notice or leave mid-season, we will attempt to fill the place and only retain any amount we cannot recover, keeping you informed of our efforts.

If you decide to withdraw your child, you must give written notice to the Setting CEO. Fees remain payable for the season in which notice is given (because we commit fixed costs at the start of each season), but we will make reasonable efforts to re-offer your child's sessions and reduce or credit fees for any sessions we successfully fill.

When we may suspend or end a place

We may suspend or end a place if fees remain unpaid after our follow-up attempts, or where, after following our Positive Behaviour and Behaviour Management Policy, we conclude we cannot safely or suitably continue your child's placement. In rare cases involving serious safety concerns, we may suspend or end a placement with immediate effect; you may request an independent review of such decisions within 7 days.

Liability and your responsibilities

We do not limit or exclude liability for death or personal injury caused by our negligence, fraud, or any liability that cannot legally be limited, and nothing in our Terms affects your statutory consumer rights. You must provide accurate information about your child, keep us updated about health and contact details, collect your child promptly, and understand that personal belongings are brought at your own risk.

Changes to terms

We may amend these Terms where needed (for example to reflect changes in law or to make reasonable changes to our educational approach) and will give at least one term's notice of any significant change that materially affects you or your child. If you reasonably consider such a change materially disadvantages you,

you may end the agreement at the end of the current season by giving written notice within 30 days of our notification, and the usual deposit and notice provisions will apply.

Terms and Conditions

Cultivate Learning Ltd

These Terms and Conditions set out the agreement between Cultivate Learning Ltd (the "Setting", "we", "us") and the parent(s) or legal guardian(s) ("you", "Parents") of a child attending the Setting ("your child").

1. Acceptance and Commencement

1.1 Acceptance of Place

By accepting a place at the Setting, you agree to be bound by these Terms and Conditions. The agreement between you and the Setting begins when we confirm your child's place in writing and duly incorporates these Terms and Conditions.

1.2 Our Commitment

We will provide an environment that supports your child's wellbeing, growth, and learning in line with our educational philosophy and the principles of nonviolent communication. Ofsted's standards will guide our principles and the Setting does not provide a formal curriculum or deliver the national curriculum. The Setting is not a registered school, although we will be pursuing registration as a school in future, at which point we may introduce a curriculum. We will provide our services with reasonable care and skill, as required by the Consumer Rights Act 2015.

2. Opening Hours and Dates

2.1 Opening Hours

We will be open between the hours of 9.40am and 3.30pm, Monday, Tuesday, and Wednesday.

2.2 Opening Dates

Each academic year for the Setting will commence on 1 September (or the first working weekday thereafter).

We will be closed on Bank Holidays, and for 7 weeks each academic year.

The annual closures for the Setting will be communicated on or before the beginning of each academic year. Planned closure dates are included in Schedule 1, below.

2.3 Registration Status

We have explained to you that our Setting is not registered as a school by Ofsted or any other regulatory body, and you agree that as a home educating parent/s, you are responsible for ensuring that your child receives a suitable education. You acknowledge that this Setting supplements your child's education and does not replace your legal responsibilities for ensuring they receive a suitable full-time education.

You further understand that whilst the Setting is not currently Ofsted registered, as a school or otherwise, though it may become so in the future. In such circumstances, the Setting's service description may change post-registration.

Prior to accepting a placement at the Setting, you agree to sign the statement in the form appended to these Terms and Conditions at Schedule 1 to confirm that you understand and agree that the Setting does not constitute the majority of your child's education.

3. Fees and Payment

3.1 Seasonal Payment Structure

The Setting's fees reflect staffing, fixed operational costs, and overall delivery of the educational services and not your child's daily attendance. We will not charge you for periods when we are unable to provide any services, except where this is expressly provided for in these Terms and is fair and reasonable under consumer law.

Fees are organised by season and must be paid in advance. Payment for each season is due by the 25th of the month preceding the season:

- Spring season: Payment due by 25th February
- Summer season: Payment due by 25th May
- Autumn season: Payment due by 25th August
- Winter season: Payment due by 25th November

When joining mid-way through a season, payment is due before your child's first day with us on a pro rata basis.

If you need to discuss an alternative structure for payments, please contact us as soon as possible.

3.2 Fee Schedule

Fees will be consistent across all four seasons (and calculated taking into account the 7 weeks annual closure and bank holidays), regardless of our closure dates in any given season. Fees will be reviewed annually, and will increase in line with the Consumer Price Index. The Fees as at your child's start date are included below in Schedule 1.

3.3 Late Payment

If fees are not paid by the due date, we will contact you to understand more. We recommend setting up a standing order to avoid late payments as unfortunately, if fees are not paid on time on two (2) or more occasions, we reserve the right to include an additional fee to cover the costs of issuing reminders.

If payment remains outstanding after 14 days, we reserve the right to review whether we can continue to offer your child's place. If we have not reached an agreement and fees remain outstanding after 14 days, we reserve the right to immediately suspend your child's place with us. If we have not reached an agreement and fees remain outstanding after 21 days, we reserve the right to immediately terminate your child's place with us.

3.4 Additional Costs

The seasonal fees cover our core educational programme. Additional costs for optional trips, specialist activities, or materials may apply. These will always be optional, and we will always discuss these with you in advance.

4. Deposit

4.1 Securing a Place

To secure your child's place, we ask for a deposit of £1,000 per child. This deposit helps us plan for the year ahead and demonstrates your commitment to joining our community. This is a refundable holding deposit, from which we

may deduct sums only in accordance with clauses 4.3–4.4 and only to the extent such deductions reflect our genuine losses.

4.2 Deposit Refund - Full Notice Period

Your deposit will be refunded in full if you provide at least one month's notice before the end of the current season, that your child will be leaving.

For example, if your child attends during the Spring season and you wish them to leave at the end of that season, you would need to notify us by the end of April, to receive a full deposit refund.

4.3 Deposit Refund - Less Than One Month's Notice

We understand that circumstances sometimes change unexpectedly. If you provide less than one month's notice before the end of the season, or need to leave in the middle of a given season, our approach will be as follows:

- We will make reasonable efforts to fill your child's place as soon as possible;
- We will only deduct from your deposit the amount we cannot recover through replacement revenue;
- If we successfully fill the place immediately, you will receive your full deposit back; and
- We will keep you informed about our efforts to fill the place.

4.4 Non-Refundable Circumstances

The deposit will not be refunded if:

- Your child's place is ended by the Setting following the process set out in our Positive Behaviour and Behaviour Management Policy. This is not a punitive measure, but is designed to support us in covering some of the cost of the additional staff time spent on that process.
- Fees remain unpaid for a period of 21 days, after we have made reasonable attempts to support payment.
- You withdraw your child without giving the requisite notice set out in clause 5 below, and we are unable to fill the place.

In the circumstances in this clause, we may retain all or part of your deposit to the extent reasonably necessary to cover our genuine losses (for example unrecoverable staff costs and unfilled sessions), and we will provide a breakdown on request.

4.5 General

The notice periods and deposit deductions are included in these Terms and Conditions because they reflect our genuine pre-estimates of loss suffered in the event that your child leaves the Setting abruptly or without requisite notice.

5. Notice Period and Withdrawal

5.1 Withdrawing Your Child

If you decide to withdraw your child from the Setting, please let us know as soon as possible. Written notice should be provided to the Setting CEO at the following email address: daisy@cultivatelearning.org.uk

5.2 Fees During Notice Period

Fees remain payable for the season during which notice is given, regardless of whether your child continues to attend (save to the extent that we are able to fill their place with another child). You hereby agree and accept that fees cover fixed costs allocated at the start of each season, and withdrawal mid-season results in a loss the Setting may be unable to recover. We will make reasonable efforts to re-offer your child's sessions to another family. Where

we successfully fill any of your child's sessions during the season, we will reduce or credit the fees due for those sessions accordingly.

6. Behaviour and Wellbeing

6.1 Our Approach

At Cultivate Learning, we are committed to understanding and meeting the needs underlying all behaviour. We use Nonviolent Communication (NVC) principles to support children in developing emotional awareness, empathy, and collaborative problem-solving skills.

6.2 Positive Behaviour and Behaviour Management Policy

Our full approach to supporting children's behaviour is set out in our Positive Behaviour and Behaviour Management Policy, which forms part of these Terms and Conditions. We will share this policy with you and discuss it during your child's transition to the Setting.

6.3 When a Place May Not Continue

We recognise that, very occasionally, despite everyone's best efforts, the Setting may not be able to meet a particular child's needs, or a child's behaviour may significantly impact the wellbeing, safety, or learning of other children or staff.

In such rare situations, we may need to consider whether we can continue to offer your child a place. This decision would only be made:

- After we have worked collaboratively with you and your child to understand and address underlying needs;
- After implementing support strategies outlined in our Positive Behaviour and Behaviour Management Policy;
- When continuing the placement would seriously compromise the wellbeing or safety of your child, other children, or staff; and
- When we genuinely believe that our setting cannot serve your child's needs.

6.4 Temporary Suspension

In exceptional circumstances where immediate safety is at risk, we may ask you to collect your child from the Setting while we work together to understand the nature of the occurrence and what support is needed. This is not a punishment, but a pause to ensure everyone's wellbeing and to create space for reflection and planning.

Any suspension would be:

- For the shortest time necessary (usually no more than 1-3 days);
- Accompanied by clear communication about our concerns and the support we believe is needed; and
- Followed by a collaborative meeting to create a plan for moving forward together.

6.5 Ending a Placement

If, after all reasonable steps have been taken, we conclude that we cannot continue to offer your child a place, we will:

- Meet with you to explain our concerns and reasoning with honesty and empathy;
- Provide you with written notice, usually at least half a term where possible;
- Offer support in identifying alternative educational settings that may better meet your child's needs; and

- Work with you to ensure the smoothest possible transition for your child.

In situations involving serious safety concerns, we may need to end a placement with immediate effect, though we would always seek to avoid this through earlier intervention and communication.

6.6 Review Process

If you disagree with a decision to suspend or end your child's placement, you may request a review by writing to the Setting CEO within 7 days. We will arrange for an independent person (not previously involved in the situation) to review the decision and meet with you to discuss your concerns.

7. Health and Medical Information

7.1 Sharing Information

Please keep us informed about any health conditions, allergies, medications, or other information that helps us support your child's wellbeing. We will treat this information confidentially and use it only to care for your child.

7.2 Medical Treatment

If your child becomes unwell or injured at Setting, we will contact you immediately. In an emergency where we cannot reach you, we will seek appropriate medical treatment for your child and continue trying to contact you.

7.3 Infectious Illnesses

To protect all members of our community, please keep your child at home if they have an infectious illness. We follow current public health guidance on exclusion periods. This includes ensuring children do not attend after vomiting or diarrhoea, for at least 48 hours after symptoms cease.

8. Our Responsibilities

8.1 Safeguarding

The safety and wellbeing of every child is our absolute priority. We follow all statutory safeguarding requirements and maintain robust policies and procedures to keep children safe.

8.2 Insurance

We maintain appropriate insurance cover for the Setting's activities.

8.3 Complaints

If you have any concerns about your child's experience at Setting, please speak with us as soon as possible. We are committed to listening with openness and working collaboratively to address concerns. Our Complaints Policy sets out the formal process if informal resolution is not possible.

9. Your Responsibilities

9.1 Information

Please provide us with accurate and complete information about your child, your contact details, and anyone authorised to collect your child. Please inform us promptly of any changes.

9.2 Prompt Collection

Please ensure your child is collected promptly at the end of each day. If you are delayed, please contact us so we can reassure your child and make appropriate arrangements.

Please note that in the event of late collection, we will need to receive your child late the following day, to ensure that they are not in our care beyond our standard opening hours.

9.3 Communication and Partnership

We see your involvement as essential to your child's experience at Cultivate Learning. We ask you to:

- Communicate openly with us about your child's needs, experiences, and any concerns
- Support the Setting's values and approach to education
- Work collaboratively with us if any difficulties arise
- Assume best intentions of all staff, children, and other parents, and engage with respect and consideration

9.4 Personal Belongings

Please note that any personal belongings brought in to the Setting are brought at the owner's risk. We will endeavour to have in place clear agreements among the children surrounding personal belongings brought into the Setting (for example "This is X's special pen, and they do not want anyone else to use it.", or "Y has brought in a car, and would like people to ask before playing with it."), however, accidents can still happen, and this risk should be factored in to any decision to bring in personal belongings.

9.4.1 Devices

As part of our Safeguarding measures, we do not permit bringing personal electronic devices (including laptops, phones and mobile gaming devices) to the Setting. Should this occur accidentally, we will ensure that such device is kept safely in a locked cupboard, until the end of the day.

9.4.2 Toys

We recognise that occasionally children will benefit from the comfort of bringing something from home with them, for example a cuddly toy or blanket. This is perfectly welcome and we will do our best to ensure these precious items are treated with the respect they deserve. For any toys that might be more likely to be seen by other children as exciting / distracting / noisy, we would be grateful to discuss this with you in advance on a case-by-case basis, to avoid anyone being disappointed by the possibility of us needing to remove it from circulation during the day.

9.5 Setting Policies

Please familiarise yourself with our key policies, including our Safeguarding Policy, Positive Behaviour and Behaviour Management Policy, and Complaints Policy. These are available on our website or in hard copy on request.

10. Limitation of liability

10.1 Limitation of Liability

Nothing in these Terms and Conditions limits or excludes our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot lawfully be limited or excluded.

Nothing in this clause 10 affects your legal rights as a consumer under the Consumer Rights Act 2015.

10.2 Provision of Services

We will provide our services with reasonable care and skill. However, you acknowledge that the Setting is not a school and is not currently subject to the Independent Schools Standards. Our services are intended to supplement, not replace, your child's home education, and we are not responsible for ensuring your child receives a full-time or suitable education.

10.3 Exclusions of Liability

To the fullest extent permitted by law, we will not be liable for:

- any loss of income, loss of profits, loss of business, or any indirect or consequential loss suffered by you or your child;
- any loss arising from inaccurate, incomplete, or omitted information provided by you about your child, including behavioural, medical, or educational needs;
- any loss arising from matters outside our reasonable control (including, but not limited to, staff illness, adverse weather, emergency closures, or events requiring suspension of attendance for safety reasons);
- damage to or loss of personal property brought into the Setting (except where caused by our negligence).

10.4 Cap on Liability

Subject to clause 10.1 above, our total aggregate liability to you for all claims arising out of or in connection with your child's attendance at the Setting (whether in contract, tort, negligence, breach of statutory duty, or otherwise) shall not exceed the total fees paid by you for the season in which the event giving rise to the claim occurred.

10.5 Reliance on Parents' Information

We rely on the accuracy and completeness of the information you provide regarding your child. You agree to indemnify us for any loss, damage, or cost arising from your failure to disclose relevant information that materially affects your child's safety, wellbeing, or participation in the Setting, together with any wilful damage caused by your child.

10.6 Force Majeure

We will not be liable for any delay or failure in performing our obligations where such delay or failure results from events or circumstances beyond our reasonable control. Where possible, we will notify you of the situation and take reasonable steps to mitigate any impact. Where we are unable to provide the Setting's services for a continuous period of more than 5 days due to events outside our control, we will discuss appropriate options with you, which may include offering alternative provision, credits, or partial refunds, having regard to our ongoing fixed costs and our legal obligations under the Consumer Rights Act 2015.

11. Changes to Terms and Conditions

11.1 Amendments

We may amend these Terms and Conditions to reflect changes in law or regulation, to implement reasonably necessary changes to our educational approach or operations, or to correct obvious errors. We will give you at least one term's notice of any significant change that materially affects you or your child. If you reasonably consider that a significant change materially disadvantages you, you may end this agreement at the end of the then-current season by giving written notice within 30 days of receiving our notice of change, and clauses 4 and 5 will apply as if you had given notice at that point.

We may amend internal operational policies (for example day-to-day routines) without parental consent provided such changes do not materially reduce the overall level or nature of our services.

11.2 Acceptance of Changes

By continuing your child's attendance at the Setting after changes come into effect, you accept the updated Terms and Conditions.

12. Data Protection

12.1 Use of Information

We process personal information about you and your child in accordance with data protection law. Our Privacy Policy explains what information we collect, how we use it, and your rights. This is available on our website and will be provided to you when your child joins the Setting.

13. General Provisions

13.1 Entire Agreement

These Terms and Conditions, together with our key policies (including our Positive Behaviour and Behaviour Management Policy), represent the entire agreement between you and the Setting.

13.2 Severability

If any part of these Terms and Conditions is found to be unenforceable, the remaining provisions will continue in full force.

13.3 Governing Law

These Terms and Conditions are governed by the law of England and Wales and we all agree to the exclusive jurisdiction of the courts of England & Wales.

14. Contact Information

If you have any questions about these Terms and Conditions, please contact:

Cultivate Learning Ltd

36 High Street, Ivinghoe LU7 9EX

daisy@cultivatelearning.org.uk

07725342399

Acceptance

I/We confirm that I/we have read, understood, and agree to be jointly and severally bound by these Terms and Conditions.

Parent/Guardian Name(s): _____

Signature(s): _____

Date: _____

Child's Name: _____

Parent/Guardian Name(s): _____

Signature(s): _____

Date: _____

Child's Name: _____

Schedule 1

Fees

The following are the Fees payable at the date of this Agreement

Part-Time Places	Monthly Cost (excluding VAT)		
	One day a week	Two days a week	Three days a week
Ages 6-10 yrs	£271	£542	813
Ages 11-14 yrs	£297.50	£595	£892.50

Planned Closure Dates

Monday 22nd June, Tuesday 23rd June & Wednesday 24th June.

No further closures are planned prior to 1st September. We will seek to confirm future closure dates for the coming academic year, prior to the end of May 2026.

Schedule 2

I, (insert full name)....., of

(insert address).....

am the parent/guardian of (insert full name)

I confirm that I understand that Cultivate is not a school.

I confirm that I am responsible for the above-named child's receipt of a suitable education.

I confirm that Cultivate does not form the majority of that education.

Signed

Date