

Cherry Trees Montessori Nursery

Terms and Conditions

Warrenhill Limited trading as Cherry Trees Montessori Nursery hereinafter referred to as 'the Nursery' offer a definite /provisional place to the child referred to overleaf who is to join the Nursery on the following terms. These terms and conditions relate to the contract between the Nursery and the parent/guardian

Definitions

In these terms and conditions

"Acceptance Form" means the form provided by the Nursery for parents to complete when accepting a place for their child at the Nursery;

"child" means a child of whatever age admitted by the Nursery to be educated

"the Complaints Procedure" is the Nursery's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the Nursery;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Directors of the trading company to be responsible for the day-to-day management of the Nursery, including anyone to whom such duties have been duly delegated;

"The Nursery" means any class or unit

"term" means a term of the Nursery as notified to parents from time to time;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "Nursery" means the legal entity carrying on as the Nursery or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the Nursery's written consent has subsequently assumed parental responsibility for such child.

The Acceptance Form, the Schedule of Fees, the Nursery Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Cherry Trees Montessori Nursery. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

1. The Nursery

Our Aims: The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the children maintain appropriate standards of punctuality, behaviour, discipline and hygiene.

The Child's Health: Parents must inform the Nursery if the child has any known medical condition or health problem or has been in contact with infectious diseases. The child must not be brought to Nursery if unwell. If your child becomes unwell during the day and staff request them to go home, parents must make every attempt to pick them up as soon as possible after being notified, or make arrangements.

2. Parents' Authority

(a) **In Loco Parentis:** The parents authorise the Nursery to act in loco parentis in all respects. Parents consent to the use of such physical contact with children as may be lawful, appropriate and proper for teaching and to provide comfort to a child in distress or to maintain safety and good order. Parents consent also to emergency medical treatment as per the permissions given on the registration form, if certified necessary by a doctor and if parents cannot be contacted in time.

(b) **Accidents and Loss:** The Nursery and its Manager will not be liable for accidents or loss of property unless caused by their negligence.

(c) The Nursery will not be liable for any injuries caused by other children to your child.

(d) The Nursery will not be liable for any damage to any items of uniform or other personal effects.

3. Entry to the Nursery

Registration: A registration fee as referred to on the fee sheet shall be paid by the parent/guardian to the Nursery on submission of the registration form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian. The registration fee will be returned if the Nursery cannot offer the place on the schedule and date required.

Offer acceptances: A deposit as is referred to on the fee sheet shall be paid by the parent/guardian to the Nursery on the acceptance of the offer and that deposit shall not be returnable. The deposit is not deductible from the first month's fees.

Standard Terms and Conditions: Acceptance of a place is on the basis that reasonable changes may be made from time to time to these standard terms and conditions, to the level of fees and to the curriculum and the structure and composition of classes and the length of nursery terms. Notice of any change will be given as soon as practicable but on occasions it will be less than one month. Full updated terms and conditions can be viewed on our website.

4. Payment of Nursery fees

(i) Payment of nursery fees to the Nursery for the child's attendance at the Nursery shall be made by the parent/guardian, in advance, on the first day of each new term (the due date). Vouchers will be accepted on a monthly basis. All voucher payments are due on or before the 10th of every month.

(ii) If the payment of fees referred to in (i) above shall be outstanding for more than 14 days the Nursery has the right to exclude the child until such time as the account is settled. Any account not settled within 14 days of an exclusion notice being served will result in the termination of the contract. We reserve the right to charge on late payments an interest charge of 4 per cent above the base rate for the duration of the overdue amount and an administration charge of £10 per letter chasing payment. Any fees incurred by the Nursery in the pursuit of non or late payment will be passed onto the parents in full. Likewise any bank charges due to dishonoured cheques (£15 per cheque), standing orders or direct debits which remain unpaid.

(iii) At any time the Nursery may serve 7 days notice in writing to terminate this contract. Upon termination of this contract the child shall cease forthwith to be admitted to the Nursery, and the Nursery's notice to terminate shall be regarded as a formal demand for all outstanding monies.

(iv) The Nursery reserves the right to increase the said fees at any time upon giving one calendar month's written notice of the proposed increase to the parent/guardian.

(v) In the event if requested the Nursery will disclose to any other Nursery, nursery or educational establishment to which you propose to send your child any outstanding fees or payment history.

(vi) The Nursery accepts most nursery childcare vouchers which will be credited to your account on receipt. Further details are available from the Bursar.

(vii) The balance of the fees due when nursery vouchers are credited to your account is due for payment on the first day of every term. Parents wishing to pay the balance monthly can be done through Holmwood Term Time Credit. Further details are available from the Bursar.

(viii) Children collected later than 1300/1800 will be charged a late collection fee per 15 minutes per child.

(ix) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the Nursery for the whole of the fees and supplemental charges due, unless the Nursery has agreed in writing to look exclusively to any other person for payment of the fees or any part of them. Both parents must have signed the registration form, one of them may withdraw from the contract (after 1 year) with the Nursery by submitting 8 weeks' notice provided they have obtained the prior written consent of both the Nursery and the remaining parent.

(x) You consent to us informing any other Nursery, nursery or educational establishment to which you propose to send your child of any outstanding fees or payment history if requested. Any fees incurred by the Nursery in the pursuit of non or late payment will be passed onto the parents in full. Likewise any bank charges due to dishonoured cheques, standing orders or direct debits which remain unpaid.

(xi) We reserve the right to undertake a credit check before a place is offered or as a result of late payments.

(xii) On acceptance of a place by the parents they acknowledge there are no outstanding debts at any other Nursery or Nursery. Should it come to our attention that this is not the case then the place will be terminated at this Nursery with no notice.

4. Calculation of fees

(i) The Nursery year runs from September 1st to August 31st. The Nursery closes for one week at Christmas, one week during the summer and all other Bank Holidays.

(ii) The fees payable by the parent/guardian are calculated depending on the child's attendance. Either Cherry Tree term time (33 weeks 3 days), state term time (39 weeks) or all year around (48 weeks). Nursery closures and Bank holidays are included in the fee calculations.

(iii) The all year round fee structure in the Nursery is based on 48 weeks care per year. One week's holiday has to be used at Christmas, one week in the summer and the remaining two weeks holiday must be taken during the academic year which runs September to August. A child who is unable to attend the Nursery due to sickness cannot have these days counted as holiday.

(iv) The Nursery does not permit the payment of fees on a daily or weekly basis. Any payments by a parent/guardian upon this basis may be regarded by the Nursery as a breach of the parent/guardian payment obligations and the Nursery reserves the right to terminate this agreement upon serving 7 days notice of the parent/guardian payment default. Upon the expiration of the said 7 days notice and the parent/guardian having failed to remedy their payment default then the Nursery shall be entitled to treat this agreement as terminated and the provision of clause 3(iii) shall apply.

(v) The Nursery does not permit the pro-rata reduction (or refund) of payment fees if the child is absent from the Nursery due to illness or holidays or whilst the Nursery is open or bank holidays. The

parent/guardian is therefore obliged to make full payment. In the event of payment not being made then the Nursery reserves its right to terminate this agreement in accordance with clause 3(iii). Fees will not be refunded if a term is shortened or a vacation extended.

(vi) The Nursery will not refund any fees should the Nursery have to shut due to bad weather, staff illness or any other act of God which is beyond our control. Alternative days/sessions will not be allocated.

(vii) Changes to Nursery days may be altered 3 times a year and notice is required 10 days before the end of each term as staff rotas are fixed termly. Should you wish to change your child's days between these times an admin fee of £25 will be charged to your account. All changes must be in writing to the Nursery Administrator.

(viii) Fees are the joint and several responsibility of each person who has signed the Registration Form or who has parental responsibility for the child or has paid any fees or who has given instructions to the Nursery in relation to the child.

(ix) Free Places: Where all or part of the fees are funded by a Early Years Education Grant, parents must pay for the balance of any sessions or services provided which are not covered by the Grant.

5. Cancellation / Termination

(i) After an offer has been made by the Nursery but before acceptance by the parent/guardian either party may cancel the offer by serving 7 days written notice.

(ii) After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of six weeks' notice in writing. During that said period the Nursery undertakes to continue to admit the child and the parent/guardian undertakes to pay all fees due. In the event of the parent/guardian failing to pay the fees the child's place shall be immediately withdrawn and the Nursery shall be entitled to serve a formal demand for payment of such monies.

(iii) In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing the said child there shall be due to the Nursery six weeks fees in lieu of notice. Failure by the parent/guardian to provide six weeks' notice or any notice at all shall render the parent/guardian liable to the Nursery for six weeks' fees.

(iv) Notice must be in writing or email, signed and dated then posted to the Nursery Administrator. Verbal terminations will not be accepted. Notice shall not be deemed to have been received unless acknowledged in writing by the Nursery Administrator.

(v) If in the reasonable opinion of the Manager Lead Practitioner or Director it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or well being of the child or other children of the said nursery or the teachers or other staff so employed, likewise the conduct and attitude of the parents to the staff, then the Nursery may serve notice to the parent/guardians or a request for the child to be immediately removed from the Nursery and the provision of six weeks' notice as referred to in sub-clause (ii) hereinbefore stated shall not apply.

(vii) The Nursery does not accept rolling notice.

(viii) Termination of the Contract: The child will leave the Nursery at the end of the Nursery year in which he/she reaches age four. A child at the Nursery will then automatically move into the reception class within Arbor Preparatory School.

(ix) If your child will not be attending Arbor Preparatory School then written notice will be required by the end of March prior to the start of any new academic year.

6. Non-solicitation of staff

The parent/guardian of the child, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of six months following its termination (howsoever terminated) that he /she will not seek to employ, entice away or attempt to entice away from the employment of Warrenhill Limited ('the Company') any person or persons employed by the Company at the date of termination of the

agreement between the Company and the parent/guardian or any person or persons who was employed by the Company in the six months preceding the date of termination of the agreement between the parent/guardian and the Company. If the parent/guardian shall breach the aforementioned clause then he/she shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing the said member of staff to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

7. Variation

(i) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the Nursery and the parent/guardian, any such agreement being in writing from a Director of the Company.

(ii) It is hereby recognised that the Nursery is owned by Warrenhill Limited (hereafter called 'the Company') and the members of staff at the Nursery are employees of the Company.

(iii) The employees of the Company at the said Nursery are not authorised to bind the Company in respect of the following matter:

The variation of any terms of this agreement except attendance schedule.

The entering into of agreements be they oral or written with the parent/guardian as to payment schedules of current fees or arrears of fees.

The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with clause 3.

Any representation as to the rights of the Company to take legal or other proceedings.

(iv) We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the Nursery. The Nursery will give you at least a four week's notice of any such modifications.

8. Bad weather policy

In the event of bad weather when the nursery will not open or has to shut early for children's / staff safety, parents will be informed by email and SMS text message by 07:30am each morning. A message will also be posted on the nursery web site. Should the nursery have to shut during the working day parents will also be informed by email and SMS message. If early closure is announced parents should collect their children within 60 minutes of the announcement or make arrangements for them to be collected. Late collection charges will apply at the discretion of the managing director. It is the parents responsibility at all times to maintain correct email and SMS and emergency details. The Nursery will not refund any fees should it have to shut or not open due to the weather of any other act which is beyond our control.

9. Liability and Insurance

The Nursery does not take responsibility for personal injury, loss or damage to property from any cause. Parents / carers are responsible for arranging insurance to cover the belongings of their child / children. Nothing in these conditions affects your statutory rights.

For any mechanical or electrical failure to vehicles, nor any damage to the vehicle that is caused by nature or environment due to the vehicle being left in the car parks.

For any mechanical or electrical failure to vehicles whilst in our custody. Nor will the Nursery accept liability for any damage, including damaged windscreens, other glass, punctured tyres, scratches and dents to the vehicle, other than where the same is proved and to the extent that is proved to be caused by the company's negligence.

In the event that your vehicle was broken into whilst on the premises, we cannot accept liability for broken windows, broken locks or any other damage to your vehicle and are not liable for the theft of any personal belonging or its contents. You should therefore ensure that all contents/valuables are removed from the vehicle.

The "Nursery" will not accept any liability of any pupils or parents personal effects whilst on the premises unless agreed in advance with the managing director.

10. General Conditions

(a) Special Precautions: The Manager 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.

(b) Learning/ Special Educational Needs: Parents will be notified if it appears to the Nursery that the child may have learning difficulties. Our staff are not however qualified to make a medical diagnosis of learning needs.

(c) Insurances: The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents.

(d) Concerns/Complaints: Parents who have cause for serious concern in relation to any matters of safety, care or quality of education must inform the Manager or Senior Lead Practitioner without delay.

(e) Prospectus: Although believed correct at the time of printing, the Prospectus is not part of the contract. The parents confirm they have not relied on it in entering into this agreement.

(f) Waiver: Any waiver of these terms and conditions is only effective if given in writing by a director of the company.

(g) Photographs: Will occasionally be taken by internal and external approved staff and bodies. Permissions will be observed as per the original registration form.

(h) Cameras/Mobile phones: Parents are requested not to use either of these items whilst on the site. Photographs taken by staff are with official nursery cameras only and are stored on encrypted data devices.

11. Baby Sitting

At Cherry Trees it is up to the individual staff if they wish to baby-sit for the children from the setting in their own time. This arrangement is to be made with that member of staff and the parent/carer outside of normal working hours and must not interfere with the professionalism of the Nursery. Confidentiality of employment must be adhered to and respected. The Nursery will not be responsible for any private arrangements or agreements, health and safety or grievances. Baby sitting during working hours of the Nursery is not permitted by individual staff.

In some cases staff members are allowed to take children straight from the nursery to the child's home for them to baby-sit. In this case you will need to sign a 'Permission to Take a Child Home Form' in which you accept that the nursery cannot be liable or responsible for any occurrence or eventuality, once your child has left our premises. If a form is not signed prior to this then we cannot let that member of staff take your child off the premises.

12. Acceptance

The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

13. Confidentiality and References

You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

You consent to us making use of information relating to your child whilst he or she is at the Nursery and after he or she has left for the purposes of managing relationships, the Nursery and current pupils, providing references and communicating with the body of former pupils.

14. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the Nursery.

1st May 2011 rev 2.0