

# Nursery on the Green Limited

## Terms and Conditions

Nursery on the Green Limited 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 related to the contract between the nursery and the parent/guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

### 1. Registration

A registration fee shall be paid by the parent/guardian to the nursery on submission of the completed registration form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian or an offer of a place is not accepted.

### 2. Offer acceptance

A deposit of one calendar month's fees shall be paid by the parent/guardian to the nursery on the acceptance of the offer and that deposit shall not be returnable unless one full month's notice in writing is provided to the nursery manager. The deposit will be held until your child leaves the nursery, it will then be returned within 5 working days. The deposit will be refunded in full minus any deductions for unpaid fees.

### 3. Payment of nursery fees

- i) Payment of nursery fees for the child's attendance at the nursery shall be made by the parent/guardian monthly, in advance, on the first day of each month (the due date) by standing order or direct transfer.
- ii) If the payment of fees referred to in (i) above shall be outstanding for more than 14 days then the nursery may serve 14 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 so terminate shall be regarded as a formal demand for all outstanding monies.
- (iii) 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.

### 4. Calculation of fees

- (i) The nursery year runs from September 1<sup>st</sup> to August 31<sup>st</sup>. The Nursery closes for one week in the Summer, one week at Christmas, all Bank Holidays and three inset days per year.
- (ii) The fees payable by the parent/guardian are calculated by taking the child's weekly attendance fee, multiplying by 50, being the number of weeks the nursery is open, and dividing by 12 to give a monthly payment which is required in accordance with Clause 3(i). 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 14 days notice to the parent/guardian payment default. Upon the expiration of the said 14 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(ii) shall apply.
- (iii) The nursery does not permit the pro-rata reduction of fees if the child is absent from the nursery due to illness or holidays whilst the nursery is open. In the event of payment not being made then the nursery reserves the right to terminate this agreement in accordance with clause 3(ii).

### 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 one calendar month's notice in writing. Fees will continue to be paid in accordance with 3(i) and the deposit will be refunded as determined within the Terms and Conditions (see 1).
- (iii) In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing the said child, the deposit will be forfeited in lieu of notice. Failure by the parent/guardian to provide one calendar month's notice or any notice at all shall render the parent/guardian liable to the nursery one month's fees.
- (iv) If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or wellbeing of the child or other children of the said nursery or the teachers or other staff so employed then the nursery may serve notice to the parent/guardian or a request for the child to be immediately removed from the nursery and the provision of one month's notice as referred to in sub-clause (ii) hereinbefore stated shall not apply. Deposit may be refunded at the nursery's discretion.

### 6. Parking and Traffic Regulations

Your nursery place is conditional and is subject to your compliance with the parking and traffic regulations set down by the nursery and the Local Authority. Failure to comply could result in the withdrawal of your child and forfeiture of your deposit

### 7. Variation

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.

### 8. 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

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