

LADYBIRD TERMS AND CONDITIONS

1. Definitions.

Words and expressions used in this Agreement shall have the following meanings except where the context otherwise requires:

- ‘ Agreement’ The agreement between us for the provision of a nursery school place comprising the Registration form, Health form, Parental Consent form for school visits, and these terms and conditions.
- ‘Child’ The child whose name appears on the Registration form.
- ‘Parent(s)’ The parent(s) of the child or other person with Parental Responsibility as defined by section 3 of the Children Act 1989.
- ‘ Nursery’ The Nursery School, whose name and address appears on the Registration form.

2. Our Obligations.

We shall:

- 2.1 Make available suitable premises and qualified staff for the Nursery.
- 2.2 Ensure that such premises comply with all relevant legal requirements.
- 2.3 Ensure that the Nursery shall be open Monday to Friday 8.30 am -3.30pm each day of the year with the exception of training days, Bank Holidays and school holidays, the dates for which will be as published. The Nursery may be closed during adverse weather conditions.

3. Your Obligations.

You agree to:

- 3.1 Answer fully and frankly all questions contained in the Registration form, the Health form, and the Parental Consent form for school visits.
- 3.2 Pay the registration fee (which is non-refundable) on booking a provisional place for the Child.
- 3.3 Pay the deposit fee on confirmation of the Child’s place.
- 3.4 Notify us immediately if any information in the Child’s Registration form or Health form changes.
- 3.5 Notify us in writing of the name and address of any responsible adult authorised by you to collect from or deliver the Child to the nursery.
- 3.6 Ensure that you, or the responsible adult, collect the Child by 3.00/3.30 pm, 1pm or 12.00pm as appropriate, on each day that the Child attends.
- 3.7 Provide us with one weeks written notice of intended holiday dates.
- 3.8 Be bound by these terms and conditions and the Registration and Health form.

4. Withdrawal from Nursery.

- 4.1 We reserve the right to require you to withdraw, or remove the Child from the Nursery in the event that
 - 4.1.1 We believe on reasonable grounds that the Child is, or may be suffering from any contagious disease, and that there is a danger that other children in the Nursery may contract it as a result.
 - 4.1.2 The Child requires special medical attention or has special needs which we cannot provide, or which you refuse. Please refer to the Guidance needs on special needs
 - 4.1.3 The Child is unduly disruptive or delinquent.

- 4.2 No refund of deposit or rebate of fees will be made in respect of temporary withdrawal from the nursery under clause 4.1.

5. Fees.

- 5.1 Fees are payable in full by the first day of each new term. If payment is late a fee of £10 per week will be charged. No Child will be admitted to the Nursery unless the fees have been paid in cleared funds.
- 5.2 Fees will be charged in accordance with the scale published each year.
- 5.3 The Deposit will be refunded, less any unpaid fees, following the termination of this agreement on proper notice.

6. Termination.

- 6.1 A full Term’s notice is required to terminate this Agreement. No refund of fees will be made in the event that a Child is withdrawn from the Nursery with less than the required notice. We reserve the right to retain the Deposit in the event that short notice results in our being unable to fill a place for the next term.
- 6.2 Either party should be entitled to terminate this Agreement in the event of a material breach of this Agreement by the other party which has not been remedied within 7 days of written notice to the party in default, or if the breach is incapable of remedy.
- 6.3 Refund of fees or Deposit will be made. If you become entitled to terminate under that clause we will refund you a proportion of the Term’s fees plus the Deposit, unless you are also in default.
- 6.4 Any dispute as to the provisions of this clause 6 shall be referred to the Arbitration Act 1996.

7. Limitation of Liability.

We cannot accept liability for loss of or damage to property of you or the Child while under our care, or for pecuniary or other loss suffered by you or any other person arising out of temporary closure of the Nursery for any reason beyond our control.

8. Whole Agreement.

This Agreement represents the entire understanding between us, and no variation of any terms thereof will be permitted except in writing signed by both parties.

We agree to the above terms and conditions:

Mother’s signature:.....

Print name:.....

Date:.....

Father’s signature:.....

Print name:.....

Date:.....