

Headteacher: Ms Claire Syms

## Halley House School Nursery Registration

<p><b>Deposit and Registration Fee</b></p> <p>A registration fee and deposit is required with your completed Nursery Registration Form. The parent/carer's attention is drawn to the terms and conditions overleaf with regard to the return of the deposit. Please see latest fee sheet for current amounts to pay.</p> <p><b>Acceptance</b></p> <p>The terms and conditions overleaf are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then that clause shall be removed but the agreement shall remain in full force and effect. The parent/carer has read and understands the terms and conditions contained overleaf and undertakes to be bound by the same.</p>
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**Preferred Start Date:**

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**Preferred days of attendance** (please tick below your preference)

	Breakfast Club	Day Session	After School Club
	<b>07:45 – 09:00</b>	<b>09:00 – 15:00</b>	<b>15:00 – 18:00</b>
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Child's Details	
Child's first name/s	
Child's surname	
Date of Birth	
Male/Female	

Parent/Carer Details			
Parent/Carer 1		Parent/Carer 2	
Parental Responsibility		Parental Responsibility	
Relationship to child		Relationship to child	
First Name		First Name	
Surname		Surname	
Address		Address	
Postcode		Postcode	
Home telephone		Home telephone	
Work telephone		Work telephone	
Mobile		Mobile	
Email		Email	
Signature		Signature	
Date		Date	

Office Use Only			
Date Received		Availability of offer	
Registration fee paid		Funding confirmation	

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## Terms and Conditions

Halley House School Nursery Class (hereinafter referred to as the “**nursery**”) is a nursery run and administered by Bellevue Place Educational Trust. These terms and conditions are incorporated in the contract between the nursery and the parent/guardian/carer of a child (hereinafter referred to as “**you**”) for the provision of children’s nursery services as referred to in clause 1.2(a) of these terms and conditions. The headings in these terms and conditions are inserted only for convenience and shall not affect its construction.

### 1. Registration

- 1.1. If you wish to use the nursery’s services, then you must:
  - (a) notify the nursery, following which the nursery will invite you to attend a meeting between you and nursery staff at the nursery, in order for you to assess the suitability of the nursery’s services for your child and for the nursery to understand yours and your child’s needs;
  - (b) following such meeting:
    - (i) complete and submit a registration form to the nursery, either online, over the phone or in person which will confirm on what days you want the nursery to provide nursery services to your child and whether, on each day you have indicated, you require such nursery services all day or in the morning or the afternoon (each a “session”); and
    - (ii) pay to the nursery a registration fee, as referred to on the nursery’s fee schedule (attached to these terms and conditions) and a deposit equal to the fees payable by you for one week of the nursery’s services.
- 1.2. Upon receipt of your completed registration form, registration fee and deposit, the nursery will either:
  - (a) confirm to you that it is able to accept your child on the dates and schedule you require, at which point a contract shall exist between you and the nursery subject to these terms and conditions; or
  - (b) confirm to you that it is not able to accept your child on the dates and schedule you require, in which case the nursery shall refund to you the registration fee and deposit paid to you within fourteen (14) working days.
- 1.3. In the event that the nursery confirms that it is able to accept your child in accordance with clause 1.2(a) and you subsequently decide, for whatever reason, not to proceed with the contract prior to the start date of your child using our services, your registration fee and deposit shall not be refunded to you.
- 1.4. Upon a contract coming into existence between you and the nursery in accordance with clause 1.2(a), you shall be responsible for the payment of your nursery fees via BACS, direct debit or standing order, and such nursery fees shall be payable monthly in advance on the first day of each month.

### 2. Payment of Nursery Fees

- 2.1. You shall pay the nursery fees as set out on the nursery’s fee schedule (attached to these terms and conditions) and

calculated in accordance with clause 3 to the nursery for your child’s attendance at the nursery:

- (a) monthly in advance in full and cleared funds;
- (b) on the first day of each month (the due date); and
- (c) by Arbor, direct debit or standing order.

The first instalment will fall due on the start date of your child using our services as confirmed to you in accordance with clause 1.2(a).

- 2.2. It is your responsibility to ensure that the nursery fees are paid to the nursery in accordance with clause 2.1. In the event that your nursery fees are funded and/or paid on your behalf by a third party (for example, a college, university or local authority), you will remain liable to the nursery for such nursery fees if, for whatever reason, such third party fails to make payment to the nursery in accordance with this clause 2.1 or ceases to fund your nursery fees.
  - 2.3. If you fail to pay the nursery fees referred to in clause 2.1 above for more than seven (7) days after the due date, then:
    - (a) the nursery may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment;
    - (b) the nursery may cease to admit your child to the nursery and will be entitled to suspend the provision of its services under this contract; and
    - (c) if such nursery fees remain outstanding for a further seven (7) days, the nursery may serve notice in writing to terminate this contract.
  - 2.4. Upon termination of this contract in accordance with clause 2.3(c):
    - (a) your child shall cease forthwith to be admitted to the nursery;
    - (b) the nursery shall raise an invoice for all outstanding monies (together with any applicable interest) and in respect of any services rendered which have not been invoiced which shall be immediately payable; and
    - (c) you will be liable to pay the nursery a termination fee equal to two (2) months’ nursery fees, which shall be payable within ten (10) working days of termination of the contract.
  - 2.5. The nursery reserves the right to increase your nursery fees no more than three (3) times in any twelve (12) month period upon giving you one (1) calendar month’s written notice, provided that you may, by serving written notice to the nursery within such one calendar month notice period, terminate the contract, such termination to become effective at the end of such one calendar month notice period.
- ### 3. Calculation of Nursery Fees
- 3.1. The nursery year runs from September 1<sup>st</sup> to August 31<sup>st</sup>. The nursery is open 48 weeks each year and closes for one (1) week at Christmas and all other Bank Holidays. The nursery also reserves the right to close for training days on one (1) month’s written notice to you.

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- 3.2. The nursery fees payable by you are calculated in accordance with the nursery's fee schedule (attached to these terms and conditions) by taking your child's weekly attendance fee, multiplying the same by 48, 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 2.1. Where you require use of the nursery's services during school term time only, you shall pay to the nursery:
- (a) 50% of your monthly nursery fee for each full month outside of school term time; and
  - (b) a pro rata proportion of 50% of your monthly nursery fee for any time outside of school term time equating to less than a month,
- for the duration of the contract.
- 3.3. The nursery does not permit the payment of nursery fees on a daily or weekly basis. Any attempt by you to make payments on a daily or weekly basis rather than monthly in advance in accordance with clause 2.1 may be regarded by the nursery as a breach of clause 2.1, and in such cases, the nursery's rights under clause 2.3 shall apply in respect of the unpaid portion of your monthly nursery fees.
- 3.4. The nursery does not permit the pro-rata reduction of nursery fees if your child is absent from the nursery due to illness or holidays or if the nursery is closed on any given day for any reason. You are therefore obliged to continue to make full payment of nursery fees during such times. In the event of payment not being made then the nursery reserves its right to suspend provision of its services and to terminate the contract in accordance with clause 2.3.
- 3.5. The nursery is not responsible for a failure or delay in providing the services where this is caused by events outside of its control (including but not limited to fire, flood, epidemics, pandemics, acts of war, terrorism or any action of government or local authority). If the nursery is unable to provide or is delayed in providing the services due to an event outside of its control, then the nursery will contact you as soon as possible to let you know. The nursery will take steps (to the extent reasonably possible) to minimise the effect of the delay and, provided the nursery does this, it will not be liable for delays caused by the event, provided that if the delay continues for more than four (4) weeks, you may terminate the contract by giving written notice to the nursery and you will receive a refund for any services you have paid for but which have not been provided to you.
- 3.6. The nursery will charge you additional fees for any additional services provided to you outside of your agreed attendance schedule in accordance with its fee schedule (attached to these terms and conditions). Please note that:
- (a) where you request the nursery to allow your child to attend additional days and/or sessions at the nursery, the provisions of clause 7.4 shall apply;
  - (b) if you are more than five (5) and up to fifteen (15) minutes late to collect your child at the end of their allocated session, you will be liable to pay a late collection fee in accordance with the nursery's fee schedule (attached to these terms and conditions); and
  - (c) if you are more than fifteen (15) minutes late to collect your child at the end of their allocated session, you will be liable to pay the cost of an additional full session of care for your child.
- 4. Cancellation / Termination**
- 4.1. Once a contract has been entered into in accordance with clause 1.2(a), either party may terminate the contract by the service of two (2) months' notice in writing, such termination becoming effective at the end of the second month after the notice was served. For example, if notice to terminate was served on 16<sup>th</sup> April, such termination would become effective on 30<sup>th</sup> June.
- 4.2. During that said two (2) month period:
- (a) the nursery undertakes to continue to admit your child and continue to provide the services; and
  - (b) you undertake to continue to pay all nursery fees and any other fees due. In the event that you fail to do so then clause 2.3 shall apply.
- 4.3. In the event that you:
- (a) give notice to terminate the contract in accordance with clause 4.1 and immediately withdraw your child from the nursery; or
  - (b) you immediately withdraw your child from the nursery without providing the nursery with any notice, you shall be required to pay to the nursery two (2) months' nursery fees in lieu of notice.
- 4.4. Any notice you serve under these terms and conditions must be in writing and addressed to the nursery manager.
- 4.5. The nursery may terminate the contract immediately on written notice to you if:
- (a) in the reasonable opinion of the nursery manager or person of similar standing or authority, it is considered that the continued presence of your child is detrimental to the health, safety or well being of the child or other children of the nursery or the teachers or other nursery staff;
  - (b) in the reasonable opinion of the nursery manager or person of similar standing or authority, you behave in an abusive, threatening, aggressive, intimidating or otherwise offensive manner towards any child, parent, carer, guardian, teacher or nursery staff;
  - (c) you refuse to collect your child from the nursery following a request from the nursery to do so.
- 4.6. Upon termination of the contract for any reason under clauses 2.5, 3.5, 4, 5.1(b), 5.2 or 7.1:
- (a) your child shall cease forthwith to be admitted to the nursery; and
  - (b) the nursery shall raise an invoice for all outstanding monies (together with any applicable interest) and in respect of any services rendered which have not been invoiced, which shall be immediately payable.
- 5. Your Obligations**
- 5.1. You shall:
- (a) arrange for the prompt collection of your child from the nursery if, in the reasonable opinion of the nursery manager or person of similar standing or authority, your child is not well enough to attend nursery;
  - (b) as part of the registration process for your child, disclose any additional services working with you and your family,



such as a social worker or other support you may be receiving. If you fail to provide such information, the nursery may terminate the contract immediately on written notice to you;

- (c) promptly advise the nursery in writing of any changes to the details provided in your registration form;
  - (d) notify the nursery of any allergies your child may have or develops whilst they attend the nursery, and, on reasonable request, complete an allergy information sheet that will be displayed in the nursery room to ensure the nursery has up to date information about your child;
  - (e) inform the nursery if your child is taking or has been prescribed medication. Any medicine brought into the nursery must be in its original container, as dispensed by the pharmacist and must include the pharmacist's instructions, your child's name, dosage and times to be administered;
  - (f) give all medication to the nursery manager or unit supervisor, sign the appropriate forms regarding such medication provided to you by the nursery and not leave any medication in your child's bag or on your child's peg;
  - (g) ensure that you or another chosen responsible person is contactable by telephone at all times whilst your child is attending the nursery, and to provide the nursery with up-to-date telephone numbers for such individuals;
  - (h) label all of your child's clothes and possessions that are taken into the nursery and, if necessary, provide spare clothes for your child;
  - (i) dress your child in play appropriate clothes, shoes with backs and covered toes (heeled shoes are not permitted). Please note that any jewellery worn by your child as cultural attire is done so at your risk;
  - (j) inform the nursery if your child is attending, or planning to attend, another nursery setting;
  - (k) provide nappies, wipes, cream and cotton wool for your child if they are in nappies;
  - (l) shut the front door of the nursery after entering and exiting to help ensure:
    - (i) nobody else's child enters or exits the nursery unless they are in their parent/carer/guardian's care; and
    - (ii) unidentified persons are unable to enter the nursery.
  - (m) regularly monitor and diligently acknowledge all accident and incident reports of your child published via the nursery's electronic learning journey, or any other electronic communication in use at the nursery;
  - (n) provide in writing any information that is relevant to your child's safety and security, including (but not limited to) details of and copies of Court Orders, injunctions, parental responsibility orders and any intervention by any local authority. Please note that the nursery cannot refuse any parent access to their child unless a Court Order is provided.
- 5.2. The nursery will notify you if you fail to comply with any of your obligations in clause 5.1. The nursery may terminate the contract immediately on written notice to you if, within any six (6) month period, you fail to comply with three or more

of your obligations in clause 5.1(a) and/or 5.1(c) - (n) (inclusive).

## **6. The Nursery's Liability to You**

- 6.1. If the nursery fails to comply with these terms and conditions, it is responsible for loss or damage you suffer that is a foreseeable result of the nursery breaching these terms and conditions or its failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the nursery and you knew it might happen, for example, if you discussed it with the nursery during the registration process.
- 6.2. The nursery does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the nursery's negligence or the negligence of its employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the services the nursery provides to you, namely for such services to be provided with reasonable care and skill and within a reasonable period of time.
- 6.3. The nursery will make good any loss or damage to yours or your child's property which is caused by the negligence of the nursery or the nursery's staff. However, the nursery is not responsible for:
  - (a) any loss of yours or your child's property which is caused by your failure to comply with your obligations under clause 5.1(h) regarding the labelling of your child's clothes and possessions; and/or
  - (b) the cost of repairing any pre-existing defects or damage to yours or your child's property that are identified while providing the services.

## **7. Variation**

- 7.1. The nursery reserves the right to vary these terms and conditions on one (1) month's written notice to you, provided that you may, by serving written notice to the nursery within such one (1) month notice period, terminate the contract, such termination to become effective at the end of such one (1) month notice period.
- 7.2. There shall be no variation of your child's attendance schedule unless it is in writing and made between you and a duly authorised representative of the nursery, being the Headteacher, Early Years Lead or the nursery manager.
- 7.3. With the exception of the nursery manager, the employees of the nursery are not authorised to bind the nursery in respect of any of the following matters:
  - (a) the variation of any terms of these terms and conditions (including but not limited to your child's attendance schedule).
  - (b) the entering into of agreements (be they oral or written) with you as to payment schedules of current nursery fees or arrears of nursery fees.
  - (c) the acceptance of any offer by you as to the payment of nursery fees or arrears of nursery fees other than in accordance with clause 2.1.
  - (d) any representation as to the rights of the nursery to take legal or other proceedings.

- 7.4. You must give the nursery written notice if you wish to increase the number of days and/or sessions your child attends at the nursery. The nursery will, within a reasonable period of time, confirm to you in writing whether it is able to accommodate such change and, if so, from what date such change shall become effective together with the additional nursery fees payable for such additional days and/or sessions. The nursery reserves the right to charge you for any such additional nursery fees in advance and you shall pay such additional nursery fees before your child attends any of the additional days or sessions you have agreed with the nursery.
- 7.5. You must give the nursery two (2) months' written notice if you wish to decrease the number of days and/or sessions your child attends at the nursery. The nursery will, within a reasonable period of time, confirm to you in writing whether it is able to accommodate such change and, if so, such change shall become effective at the end of the second full month after the notice was served. For example, if notice to change was served on 16<sup>th</sup> April, subject to such change being approved in writing by the nursery, such change would become effective on 30<sup>th</sup> June.
- 7.6. The nursery may vary your child's days and/or sessions of attendance on two (2) weeks' written notice to you.
- 8. Other Terms**
- 8.1. In the event of any term found by a Court of Law to be unreasonable then that term shall be removed but the rest of these terms and conditions shall remain in full force and effect.
- 8.2. Even if the nursery delays in enforcing these terms and conditions, it can still enforce them later. If the nursery does not insist immediately that you do anything you are required to do under these terms and conditions, or if the nursery delays in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent the nursery taking steps against you at a later date. For example, if you miss a payment and the nursery does not chase you but continues to provide the services to you, the nursery can still require you to make the payment at a later date.
- 8.3. This contract is between you and the nursery. No other person shall have any rights to enforce any of its terms.
- 8.4. These terms and conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

