

north harrow nursery



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Terms and Conditions

North Harrow Nursery hereinafter referred to as "The Nursery" offer a definite/provisional place to the child referred to in the application form that is to join the nursery on the following terms. These terms and conditions relate 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 as referred to on the fee sheet shall be paid by the parent/guardian to the nursery on submission of the completed application form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian.

2. Acceptance

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 unless one full month's notice in writing is provided to the nursery Manager or her deputy. The deposit is not deductible from the first month's fees.

3. Payment of Nursery fees

- i. Payment of fee to the nursery 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), preferably by Standing Order.
- ii. If payment of fees referred to in i) above shall be outstanding for more than 28 days then the nursery will by serving 7 days notice in writing, terminate this contract
- iii. The nursery reserves the right to increase the said fees at any time upon giving 28 days written notice of the proposed increase to the parent/guardian. If no representations are received in writing from the parent/guardian to the increased fees then the parent/guardian will be deemed to have accepted the same and the payment shall be due in accordance with clause i) hereof.

4. Calculation of fee

- i. The nursery year runs from January 1st to December 31st. The nursery closes for one week at Christmas and all Bank holidays.
- ii. The fees payable by the parent/guardian are calculated by taking the child's weekly attendance fee, multiplying the same by 50 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.
- iii. The nursery does not permit the pro-rata reduction of payment of fees owing to the child being absent from the nursery due to illness or holidays whilst the nursery is open. The parent/guardian is therefore obliged to make full payment. In the event of payment not being made then the nursery reserves its rights to terminate this agreement in accordance with clause 3 ii).

5. Cancellation/Termination

- i. After the nursery has made an offer 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 service of one calendar month's notice in writing. During that said one-month 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 one-month's 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 one calendar month's fees 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 for one month's fees.
- iv. Notice must be in writing and posted to the Nursery Manager.
- v. Termination of this agreement may also be affected in accordance with clause 3 iii).
- vi. 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 well being 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/guardians 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) herein before stated shall not apply.

6. 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.
- ii. It is hereby recognised that the nursery is owned by a partnership and the members of staff at the nursery are employees of the partners.
- iii. The employees of the partners at the said nursery are not authorised to bind the partners in respect of the following matters:
 - a. The variation of any of the terms of this agreement.
 - b. The entering into agreements be they oral or written with the parent/guardian as to payment schedules of current fees or arrears of fees.
 - c. The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with clause 3.
 - d. The making of any representations as to the rights of the partners to take legal or other proceedings.

7. Insurance of children

No responsibility is accepted for any child who arrives at the nursery before 7.30am nor for any money or articles of value lost on the nursery premises or elsewhere whilst the child is under the nursery's control.

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 that 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 herein and undertakes to be bound by the same.