

LITTLE ELVES MONTESSORI NURSERY SCHOOL LIMITED

TERMS AND CONDITIONS

(1) Registration Form

Where we have capitalised a term we are referring to the definition in our enclosed Terms of Business

REQUIRED INFORMATION		RESPONSE
YOUR CHILD		
Child's name		
Date of Birth		
Gender		
Address		
Email		
Nationality		
Languages spoken		
Parent's Contact details – name		
Parent's Contact details – telephone		
Doctor's Contact details – name		
Doctor's Contact details – telephone		
Allergies		
Please indicate if your child has had:		chicken pox, measles, whooping cough, German measles, polio, smallpox, diphtheria, scarlet fever
Medicine consent form		
YOUR REQUIREMENTS		
Which Terms		
Number of Sessions per week (please detail below)		
Additional music class (1 per week) £100 per Term		
Additional dance class (1 per week) £100 per Term		
Additional French class (1 per week) £100 per Term		
Holiday Activities (please detail Easter and / or Summer)		

(2) Your Child's Requirements

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning					
Afternoon					
Full Day					
Extended Afternoon					
Extended Full Day					

Uniforms: Compulsory jumper and t-shirt

	Number of Jumper/ T-shirt needed
Jumper £17.00	
T-Shirt £15.00	

(3) Background Information

(b) Our Year

Period	When during year	Current Year
Spring Term	First Wednesday in January for 12 weeks (also ending on a Wednesday)	
Easter Activities	Following ten days	
Summer Term	Following Wednesday for 12 weeks ending on a Wednesday	
<i>School closed for a week</i>	<i>School closed for a week</i>	
Summer Activities	Following six weeks	
<i>School closed for two weeks</i>	<i>School closed for two weeks</i>	
Autumn Term	Following Wednesday for 13 weeks	
<i>School closed for three weeks</i>	<i>School closed for three weeks</i>	

(c) Our Day

Morning Session	8.55am to 12.00pm
Lunch	12pm to 1.00pm
Afternoon Session	1pm to 3.45pm
Full Day Session	8.55am to 3.30pm
Extended Afternoon Session	1.00pm to 5.30pm
Extended Full Day Session	8.55am to 5.30pm

(4) Signing

I sign these Terms and Conditions and confirm that the details I have provided to you in the Registration Form which includes the Standing Order are accurate.

You acknowledge that we will proceed on the basis that the details are accurate. You agree to immediately update us as to when these details may change. You understand that the Terms of Business are reasonable but if a court or any other regulatory body regards any clause as unreasonable then that clause will be removed but the remaining clauses of the Terms of Business will remain in full force.

Although the School uses Montessori teaching methods please note that the provision of Montessori teaching methods is not a contractual right.

Signature parent 1	Signature parent 2
Print name (on behalf of Little Elves Montessori Nursery School)	Signature

(5) Terms of Business

Definitions

Application: any application you present on behalf of your child.

Employee: any employee of the School or person engaged by the School on a contract for services

Entity: any partnership, company or limited liability partnership.

Fee: the fees as set out in part 3(a) payable for Sessions for a Term.

Holiday Activities: the Easter or Summer activity programmes as referred to in Section 3 (b).

Premises: any premises where the School's business is located.

School: Little Elves Montessori Nursery School Limited.

Session: the morning or afternoon sessions the times of which are set out in section 3(c).

Term the Spring, Summer and Autumn terms as detailed in section 3 (b).

1 Registration

- 1.1 We will immediately advise you once we have processed any Application and we will inform you when a place becomes available. You will have one week from receipt of our letter to accept the place otherwise it will be withdrawn.
- 1.2 We cannot guarantee that a place will be available and we cannot reserve places while we process your Application.
- 1.3 You recognise that our bookings cover at least one Term and we do not accept registrations on "ad hoc" basis for individual sessions during a Term.
- 1.4 We will not accept your Application if you only require one or two sessions per week.
- 1.5 If your requirements will change for the following Term you must advise us of those new requirements by resubmitting to us a revised Registration Form by the end of the term in question. If you fail to do so you will be committed to pay the fees for your current arrangements.
- 1.6 If you wish your child to withdraw from the School you must give at least one Term's full notice in writing to the School.
- 1.7 Notwithstanding clause 7.1.1 these Terms of Business can only be varied by an officer of the School and no communication by an employee regardless of status and whether this is confirmed in writing will vary these Terms of Business.

2 Financial

2.1 *Registration Fee*

- 2.1.1 You will pay a Registration Fee which will cover the costs we incur in administering your application and this fee will not be refundable.
- 2.1.2 You recognise that once the Administration Procedure has been completed your child will have no guarantee of a place.

2.2 *Payment of Fees*

- 2.2.1 You will pay our fees for each Term on presentation of our invoice by standing order, cheque or vouchers.
- 2.2.2 If you fail to pay fees we reserve the right to offer your child's place to another parent or charge interest at 2% above the base rate of HSBC

2.3 *Increase in Fees*

- 2.3.1 The Fees as set in section 3(b) will change for each Term and should you not agree to any increase in Fees then you can immediately withdraw your child from the School.

2.4 **Holiday Activities**

2.4.1 If you have in the Registration Form selected Holiday Activities then six weeks prior to the Holiday Activities you will receive a letter confirming your arrangements in respect of which you will be invoiced two weeks later. Should you not wish to take the place for your child then you will have these two weeks to inform us failing which you will be liable to pay the Fees for the Holiday Activities.

2.5 **Late arrival / collection**

2.5.1 If you collect your child more than thirty minutes after the end of the Session in question then the School reserves the right to charge you additional fees.

2.6 **Holidays / illness**

2.6.1 You have pre-booked and pre-paid for Sessions so if your child regardless of reason or cause cannot attend the School for a particular Session then, and regardless of notice the School may receive from you, the School will not (unless at its unfettered discretion it decides to do so) offer you Sessions in lieu.

2.6.2 You will not receive alternative Sessions or a refund of Fees in relation to any public holiday during a Term when the School is closed

2.6.3 You will not receive alternative Sessions or a refund of Fees in relation to any election day when the School is closed because the Premises are used for a Polling Station)

2.7 **Siblings**

2.7.1 If you register a sibling of your child then that second child will receive a 10% discount on all our Fees.

3 **Your Obligations**

3.1 You will inform and the update the School as to:

3.1.1 any contagious disease your child may carry;

3.1.2 any changes to the persons who will collect your child;

3.1.3 inform the School if the Child is subject to a court order and provide the School with a copy of the court order.

3.2 (if you have allowed us to administer medicines) You agree to promptly when necessary complete the medical consent form;

4 **Our Rules**

4.1 You must ensure that you provide the School with nappies, wipes, medicines and other items which the School will require to fulfil our responsibilities regarding your child.

4.2 If your child brings toys to the Premises then the School will take no responsibility for the loss or damage to these toys.

4.3 Please do not allow your child to bring toys with sharp ends or chocolates into the Premises.

4.4 You agree not to bring into the Premises any items including sun creams or food packaging which may provoke a nut allergy.

4.5 We cannot tolerate any rudeness or offensive behaviour towards our staff and we will withdraw your child from the School with no refund of our Fees should this occur.

4.6 If we take the view that your child may have been neglected or abused then we have a duty to report this to the authorities with or without your consent.

4.7 If we consider that your child is unruly or behaving in an anti-social manner then we reserve the right to call in external assistance.

5 **Non solicitation**

- 5.1 You agree while your child attends the School and for six months' thereafter not to employ or engage the services of any Employee who is employed or engaged by the School in the six months prior to your child's last day at the School. You accept that this restriction will apply to any Entity in respect of which own (beneficially or otherwise), are involved in the management of or have any financial stake or economic interest.
- 5.2 The provisions of clause 5.1 shall also apply to you encouraging any Employee to provide childcare services to your children or children of your friends, family or acquaintances.

6 **Data Protection**

- 6.1 The School will adhere to the Data Protection Act relating to the data you disclose to the School pertaining to your children.

7 **General**

7.1 *Entire Agreement and Variations*

- 7.1.1 This document constitutes the entire agreement reached between the parties. Each party confirms to the other that it has not relied upon any representation (excluding those which are fraudulent) not recorded in this Agreement which induced that party to enter into this Agreement. No variation of this Agreement will be valid unless confirmed in writing to you by us.

7.2 *Third Party Rights*

- 7.2.1 No third party shall acquire rights under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.3 *Jurisdiction*

- 7.3.1 This Agreement is written in accordance with the laws of England and Wales. Any dispute that may arise between us can only be litigated in the English and Welsh courts.