

TERMS OF BUSINESS FOR LITTLE ELVES

Last updated: 07 October 2021

INTRODUCTION

- (A) Little Elves is a provider of Services.
- (B) You have asked Little Elves to provide the Services for your child.
- (C) The terms and conditions contained in this Agreement will make up the legal and binding agreement between us.

1. INTERPRETATION

1.1 The following definitions apply in this Agreement:

Agreement	these terms and conditions including the Registration Form together with our policies, procedures, handbooks and agreements as updated or amended from time to time;
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
child	means the child (or children if more than one) named and detailed in the Registration Form and whom you have parental responsibility for or are the legal guardian or carer of;
Deposit	a deposit in the amount equal to the Deposit Amount which shall be used, and is refundable to you, pursuant to this Agreement;
Deposit Amount	an amount equal to six weeks' Fees the specific amount of which shall be confirmed by Little Elves in the Acceptance Notice;
Fees	the prices payable by you in respect of the Services and any additional extras, as referred to in the Registration Form as amended and updated from time to time;
Holiday Activities	as referred to in the Registration Form;
Little Elves	Little Elves Montessori Nursery School Limited, a company incorporated in England and Wales with company number 06679698 and whose registered office address is Flat 47 Portman Towers, 95 George Street, London, W1H 7HW with OFSTED registration number RP909272.
Premises	the premises where Little Elves delivers the Services;
Registration Fee	the non-refundable amount of £70 (seventy pounds) paid by you to us on account of the costs we incur in administering your application pursuant to the Registration Form;

Registration Form means the form completed by you to provide information about you and your child and request the Services;

Rules means the rules contained in Schedule 1 which you agree to adhere to pursuant to clause 7;

Services childcare services using the Montessori approach and working alongside the Early Years Foundation Stage to provide education for children from birth to five years old and in accordance with the terms of our OFSTED registration and set out in our policies, procedures, handbooks and agreements as updated or amended from time to time

Sessions the sessions you request for your child to receive the Services as referred to in the Registration Form; and

Term the periods in which you request the Sessions as referred to in the Registration Form.

1.2 Headings used in this Agreement are for convenience only and shall not affect its construction or interpretation.

1.3 In this Agreement any reference to:

1.3.1 **writing** or **written** includes email;

1.3.2 a clause or Schedule is, unless the context otherwise requires, a reference to a clause or Schedule of this Agreement as the case may be;

1.3.3 **you, your** or **parent** is a reference to the persons referred to in the relevant Registration Form and purchases the Services for your child in accordance with this Agreement; and

1.3.4 **we, us, our** or the **School** is a reference to Little Elves and includes our employees, agents and contractors.

1.4 Words importing the singular number only include the plural and vice versa. Words importing any gender include all genders. Words importing persons include corporations.

2. REGISTRATION

2.1 The completed Registration Form together with the non-refundable Registration Fee delivered to us by you constitutes your offer to purchase Services from us in accordance with this Agreement.

2.2 The Registration Form shall only be deemed to be accepted when you receive written notice from us that, following our review of our capacity and availability, we can provide the Services requested in the Registration Form for your child (**Availability Notice**).

2.3 You will have five Business Days from the date of the Availability Notice to accept the Availability Notice and pay the Deposit and Fees referred to in the Availability Notice failing which it shall automatically expire without further notice to you.

- 2.4 If having accepted the Availability Notice pursuant to clause 2.3 you wish to withdraw your acceptance of the Availability Notice before your child commences at Little Elves you must terminate this Agreement in accordance with clause 11 (Termination).
- 2.5 Sending you an Availability Notice will always be at our absolute discretion and there is no guarantee that we will be able to provide Services for your child. In order to assist you, the below subsections provide a non-exhaustive list of when the Registration Form will be rejected and the Registration Fee retained in full:
- 2.5.1 if you request Services for a duration of less than one Term;
- 2.5.2 if you request Services on an “ad hoc” basis during a Term; and
- 2.5.3 if you request Services less frequently than three Sessions per week per Term.

3. Fees, charges and payment

- 3.1 Whoever has signed the Registration Form is liable for and must ensure that all of the Fees and charges due are paid to Little Elves on a joint and several basis.
- 3.2 Details of our Fees for the Services are contained in the Registration Form.
- 3.3 You will pay all Fees for each Term in advance within 5 Business Days on presentation of our invoice.
- 3.4 We offer a 10% discount on our Fees for Services provided any sibling of a child who receives Services.
- 3.5 Fees are payable in full for all Sessions whether your child attends or not for any reason whatsoever and any missed Sessions cannot be transferred, reclaimed or reimbursed at a later date.
- 3.6 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 on account of the additional work involved which are payable immediately on presentation of our invoice. Little Elves has absolutely no obligation to accommodate a child if we are unable to. If a child remains uncollected with no notification from you for 30 minutes or more after a Session we shall contact the local authority pursuant to our legal obligations.
- 3.7 You acknowledge that from time to time Little Elves may incur reasonable costs on account of your child (for example, but not limited to, a breach of the Rules or pursuant to the Rules) and you agree to pay those reasonable costs within 5 Business Days on presentation of our invoice.
- 3.8 If any invoice is outstanding in full or in part for more than 15 Business Days and the Deposit does not contain a sufficient amount to satisfy that invoice in full pursuant to clause 4.2 Little Elves reserves the right to:
- 3.8.1 charge interest on any unpaid amount at the rate of 2% above the Bank of England base rate from time to time; and/or
- 3.8.2 terminate this Agreement pursuant to clause 11 (Termination).

Holiday Activities

- 3.9 If you have requested Holiday Activities in the Registration Form then no less than six weeks prior to the commencement of the Holiday Activities we will send you written notice confirming whether or not we are able to offer your child a place on the Holiday Activities (**Confirmation Notice**) together with an invoice for the relevant Fee for the Holiday Activities (**Holiday Activity Invoice**) if a place is available.
- 3.10 The Holiday Activity Invoice must be paid in full no later than four weeks prior to the commencement of the Holiday Activity or your child's place on the Holiday Activity shall lapse.
- 3.11 You may cancel your child's place on the Holiday Activities at any time four weeks prior to the commencement of the Holiday Activity (**Last Cancellation Date**) and receive a full refund of any amounts paid pursuant to the Holiday Activity Invoice. If you have not paid the Holiday Activity Invoice and you cancel your child's place on the Holiday Activities prior to the Last Cancellation Date you will not be liable to pay the Holiday Activity Invoice.
- 3.12 You may cancel your child's place on the Holiday Activity on or following the Last Cancellation Date but you will not receive a refund of any amounts paid pursuant to the Holiday Activity Invoice.
- 3.13 If you receive a Confirmation Notice and do not cancel your child's place on the Holiday Activities prior to the Last Cancellation Date **you will still be liable to pay the full amount of the Holiday Activity Invoice** and in the event of non-payment of the Holiday Activity Invoice for a period of 5 Business Days or more from the date it becomes due we shall satisfy the Holiday Activity Invoice in full monies we hold on account of your Deposit.

Closures

- 3.14 You will not receive alternative Sessions or a refund of Fees in relation to any Sessions booked on any public holiday during a Term when Little Elves is closed.
- 3.15 You will not receive alternative Sessions or a refund of Fees in relation to any Sessions booked when the School is closed because the Premises are used as a polling station on an election day.

Sibling discount

- 3.16 We offer a 10% discount on our Fees for Services provided to any sibling of a child who receives Services.

4. The Deposit

- 4.1 The Deposit is only refundable in the circumstances set out in this Agreement.
- 4.2 If any invoice presented to you under this Agreement is outstanding for more than 15 Business Days Little Elves will satisfy the invoice in full or in part from the Deposit.
- 4.3 The Deposit does not attract interest and will be held by Little Elves separate from our general funds until it is credited without interest to any invoice payable by you pursuant to this Agreement.
- 4.4 If any amount of the Deposit is used by Little Elves pursuant to this Agreement, you agree to put us in funds to maintain the Deposit at the Deposit Amount within 10 Business Days from the date Little Elves settles the outstanding invoice pursuant to clause 4.2.

5. Amendments to Registration Form

- 5.1 If, following acceptance of the Availability Notice and commencement of your child at Little Elves you or your child's requirements change for the:
- 5.1.1 current Term, you should let us know as soon as possible and we will try to accommodate any changes during that Term but if your child misses any scheduled Sessions as requested in the Registration Form for that Term no refund of any Fees will be given; or
 - 5.1.2 next Term, you must advise us of those new requirements by submitting to us a revised Registration Form in relation to that Term no later than the earliest of:
 - 5.1.2.1 the end of the current Term; or
 - 5.1.2.2 two months prior to commencement of the Term in question.
- 5.2 If you fail or are otherwise unable (for example, you accepted the Availability Notice after the time period referred in clause 5.1.2.2) to notify us in accordance with clause 5.1.2 we will try to accommodate any changes but if your child misses any scheduled Sessions as requested in the Registration Form for that Term no refund of any Fees will be given.
- 5.3 If you wish your child to withdraw from Little Elves and for them to no longer receive any Services you must terminate this Agreement in accordance with clause 11 (Termination).

6. Your obligations

- 6.1 You will inform and the update us as to:
- 6.1.1 any contagious disease your child may carry;
 - 6.1.2 any changes to the persons who will collect your child;
 - 6.1.3 if your child is subject to a court order and provide us with a copy of the court order;
 - 6.1.4 any changes to the Registration Form before the change(s) take place or as soon as possible;
 - 6.1.5 any allergies your child may have or develops whilst they attend the Premises, and to ensure we have up to date information; and
 - 6.1.6 if your child is taking or has been prescribed medication.
- 6.2 We reserve the right to suspend the Services to your child depending on the nature of the information we receive pursuant to clause 6.1.

7. Rules

- 7.1 You agree that you and your child will adhere to the Rules and any breach of the Rules may result in termination of this Agreement pursuant to clause 11.

8. Non solicitation

- 8.1 You agree while your child attends Little Elves and for six months' thereafter you shall not offer employment to, enter into a contract for the services of, or otherwise entice or attempt to entice away from Little Elves any person employed or directly or indirectly engaged by the Little Elves in any capacity whatsoever, or procure or facilitate the making of any such offer or attempt by any other person or entity.

9. Data protection

- 9.1 Little Elves will process personal data (as defined in Article 4 of the UK GDPR) about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it may be amended or superseded) and other related legislation applicable to Little Elves. We will process such personal data:

9.1.1 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

9.1.2 to perform our obligations under the Agreement, and where otherwise reasonably necessary for the School's purposes.

10. Force majeure

- 10.1 We will not be in breach of this Agreement or otherwise liable to you (including any refund of Fees) by reason of any delay in performance or non-performance of our obligations due to an event outside our reasonable control including 'acts of God', fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action or any effect of COVID-19 on Little Elves or you or your child.

- 10.2 Notwithstanding the generality of the above you accept that all Sessions must be attended by your child in person at the Property and the nature of the Services are such that they cannot be delivered remotely, therefore if a Session is missed as a consequence of COVID-19 (including but not limited to your child not attending a Session as a consequence of a decision you have made or us cancelling a Session as a consequence of COVID-19) you will not be entitled to a refund of any Fees paid on account of those missed Sessions.

11. Termination

Terminating this Agreement and cancelling your child's place at Little Elves which has been accepted by us can cause losses to Little Elves, especially if it occurs after other families have taken their decisions about their children's schooling as it means we are less likely to fill the place and may have turned other applications down. This is why we require the period of notice referred to in this section for a withdrawal and termination, and why different consequences follow depending on the amount of notice we receive.

- 11.1 If you wish to withdraw your acceptance of the Availability Notice before your child commences at Little Elves, you must give us written notice before the first day of the Term immediately preceding the Term in which your child was due to start (**Last Withdrawal Date**).
- 11.2 If you fail or are otherwise unable to notify us in accordance with clause 11.1 for any reason whatsoever (and without prejudice to the generality of this clause, situations in which you accepted the Availability Notice after the Last Withdrawal Date) no refund of any Fees paid

will be given and Little Elves will return any Deposit you have paid which has not been utilised by Little Elves.

11.3 If you wish to withdraw your child from Little Elves and terminate this Agreement, you must give us written notice before the first day of the Term immediately preceding the Term in which your child was due to start.

11.4 Little Elves may terminate this Agreement:

11.4.1 by giving you two weeks' notice; or

11.4.2 with immediate effect by giving written notice to you if:

11.4.2.1 you breach any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within two Business Days of you being notified in writing to do so; or

11.4.2.2 if any consent, licence or authorisation held by Little Elves is revoked or modified in such a way that Little Elves is no longer able to comply with its obligations under this Agreement; or

11.4.2.3 if termination of this Agreement is considered by Little Elves, in its absolute discretion, to be in the best interest of:

11.4.2.3.1 you; or

11.4.2.3.2 your child; or

11.4.2.3.3 Little Elves.

12. Effect of termination

12.1 On termination of the Agreement you shall immediately pay to us all outstanding unpaid invoices and interest and, in respect of Services supplied or charges incurred but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

12.2 If this Agreement terminates pursuant to clause 11.4 no refund of any Fees paid will be given and Little Elves will return any Deposit you have paid which has not been utilised by Little Elves pursuant to this Agreement.

12.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

12.4 The following clauses shall survive termination: clause 8 (Non solicitation); clause 10 (Force Majeure); and clause 11 (Termination) together with any other provision or clause of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination.

13. Notices

13.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at our registered office (if being sent to us) or to your address as referred to in the

Registration Form (if being sent to you); or sent by email to elvesmontessori@aol.com or to your email address in the Registration Form, as the case may be.

- 13.2 Any notice shall be deemed to have been received:
- 13.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 13.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 13.3 This clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14. General

- 14.1 This agreement can only be varied by a director of Little Elves and no variation shall be effective unless it is in writing and signed by a director of Little Elves.
- 14.2 You acknowledge and agree that you have not entered into this Agreement in reliance on any statement or representation of any person other than as expressly incorporated in the Agreement.
- 14.3 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 Except as otherwise expressly stated, nothing in this Agreement confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 14.5 The Agreement contains the entire agreement between you and us.
- 14.6 If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of the Agreement.
- 14.7 We reserve the right to change or add to the Agreement from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of the Services.
- 14.8 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed in accordance with, English law.

Schedule 1

The Rules

1. You must ensure that you provide us with nappies, wipes, medicines and other items which we will require to fulfil our responsibilities regarding your child pursuant to this Agreement.
2. If your child brings toys to the Premises we will take no responsibility for the loss or damage to these toys.
3. You must not allow your child to bring chocolates or toys with sharp ends into the Premises.
4. You must not bring any items including sun creams or food packaging which may provoke a nut allergy in any person to the Premises
5. We do not tolerate any rudeness or offensive behaviour towards our staff and we will withdraw your child from the Little Elves immediately should this occur.
6. You acknowledge that if it appears to us that your child may have been neglected or abused then we have a statutory obligation to make a report the authorities with or without your consent.
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 and any costs incurred will be payable in full by you.
8. Any medicine brought into the Premises 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.
9. You must ensure that you or another chosen responsible person is contactable by telephone at all times whilst your child is attending the premises, and to provide the correct telephone numbers on the Registration Form.
10. If you, your child or a member of your immediate family has tested positive for COVID-19 then you and your child may not attend Little Elves:
 - 10.1 for at least 10 days from when the symptoms first began or a positive test was revealed provided that at the end of the 10 day period they are symptom free; or
 - 10.2 until your child tests negative using a PCR test.
11. You must label all of your child's clothes and possessions that are taken into the premises and to provide spare clothes for your child.
12. If you request Little Elves to administer medicines to your child on your behalf you must promptly when necessary complete the Medical Consent Form.