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| AGREEMENT |

Between a Child’s Parent & Clowns Nursery Care Ltd (sometimes referred to as Clowns)

Clowns Nursery and Manor House Nursery School

Are trading names of Clowns Nursery Care Ltd

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| Terms & Conditions |  |

Clowns Nursery Care Limited hereinafter referred to as ‘the Nursery’ or ‘Clowns’ offer a provisional place to the child referred to above who 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.

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| **1. Registration Fee** |  |

A non-refundable registration fee of £120.00 is payable. Please note if no place is available at the time of registration you will automatically be placed on our waiting list.

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| **2. Retainer/Teaching Deposit** |  |

1) RETAINER - Prior to entry a retainer of one full month’s fee is required without exception to secure your child’s place. At certain times of the year due to over subscription your retainer may be required to be paid ten months prior to starting. Any increase of sessions during your time at Clowns will require an increased retainer.

**ii). TEACHING DEPOSIT - In the event of a placement in a teaching class an additional refundable deposit is required**. This will be refunded to you at the end of the **two academic years**. The academic year begins from September to the end of July. Please note withdrawal of placement mid-year before completing the two year cycle in the teaching classes will result in the loss of the additional deposit without exception.

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| **3. Payment of Fees** |  |

ALL FEES ARE PAYABLE MONTHLY IN ADVANCE AND **MUST** BE PAID BY STANDING ORDER ALTERNATIVELY, QUARTERLY IN ADVANCE. CLOWNS WILL **NOT** ISSUE MONTHLY INVOICES. AN ADDITIONAL ADMINISTRATIVE CHARGE OF £20.00 WILL BE ISSUED FOR INVOICES SENT DUE TO LATE PAYMENT OF FEES.

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| **4. Fees Due During Holidays/Sickness** |  |

The Nursery is open for approximately forty nine weeks a year. Closure periods will be as follows; i)) Several days during Christmas and New Year; iii) Last two weeks in August.

**Full fees are payable for a 52 week period.** These will include the above closure periods, training days and statutory holidays. Fees for all closure dates are amortised and included within the published rates as illustrated in the fees structure list. There can be no reductions or alternative sessions offered for absence due to sickness or additional holidays outside the published closure periods, or days off taken for any other reason.

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| **5. Variation** |  |

1. There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of Clowns Nursery Care Ltd and the parent/guardian.
2. It is hereby recognised that the Nursery is owned by Clowns Nursery Care Ltd and the members of staff at Clowns are employees of Clowns Nursery Care Ltd
3. The employees of Clowns are not authorised to bind Clowns in respect of the following matters:-
   1. The variation of any of the terms of this agreement.
   2. The entering into of agreements be they oral or written with the parent/guardian as to payment schedules of current fees or arrears of fees.
   3. The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with Clowns’ procedures.
   4. The making of any representations as to the rights of Clowns to take legal or other proceedings.

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| **6. Insurance** |  |

1. Clowns Nursery Care Ltd are insured for employers liability and public liability through The Ecclesiastical Insurance Company (a copy is available on request) for £5 million.
2. No responsibility is accepted for any child who arrives at Clowns before 8am or leaves after 6.15 pm nor for any money or articles of value lost on the premises.

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| **7. Termination** |  |

1. Day Nursery - At Clowns we believe it is most important for a child’s development to have continuity during the early stages of nursery care. As such we discourage placement which is not intended to last at least twelve months. Withdrawal within the first year will forfeit the retainer. If you are withdrawing from Clowns at any point, without exception, a minimum of one calendar month’s notice is required to terminate your contract. This must be given on the first of the month. In the second year and thereafter compliance with our notice period requirements will ensure return of your retainer. Notice of withdrawal must be made in writing – verbal notification cannot apply. Failure to comply will also result in you forfeiting your retainer.
2. Teaching Classes – Without exception attendance of two full academic years is required within these classes. Withdrawal within this period will result in a forfeit of your teaching class deposit. In the event that you decide to withdraw, one term’s notice is required (notice to be given before the start date of your intended final term). Failure to comply with teaching class notice period requirements will result in the forfeit of your original retainer, alongside the forfeit of the teaching class deposit, without exception.

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| **8. Parent/Staff Association** |  |

In the interests of our working environment and staff relations, you will be in breach of your contract to engage or entice any of Clowns staff members into other employment (paid or unpaid) whilst they are under contract with Clowns. Clowns also reserve the right to deny access to its premises should any employee who after leaving the nursery’s employment engages in work for an existing parent whose child either attends Clowns or has left in the past six months.

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| **9. Inclement Weather** |  |

Severe weather conditions do occur from time to time. Our policy is to ensure the safety of the children and staff, many of whom have long distances to travel. Under such conditions we reserve the right, without recourse, financial or other, to suspend activities and close the nursery with immediate effect until conditions improve and provide for staff travel. Details will be displayed on our website.

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| **10. Other Notes** |  |

1. Late collections could be liable to a surcharge of £30.00 for each hour after the closing schedule.
2. Sickness absence should be reported before 10am.
3. Clowns reserve the right, without recourse, to ask for a child to be withdrawn should the child be unsettled / disruptive on a continuous basis.
4. Please note that Clowns cannot care for sick children. Parents, when contacted, should make immediate arrangements for the child to be collected.
5. Clowns reserve the right to review and revise its fees and conditions at any time giving twenty eight days notice in writing to parents/carers.
6. In the event of non-payment of fees Clowns Nursery reserves the right to withdraw a child’s placement until all fees are paid in full.
7. It is parent’s/guardian’s responsibility to stop all standing orders and childcare voucher payment after the date of termination of contract. Failure to do this will result in a £20 administration charge from any refund.
8. It is the parent’s responsibility to inform us in writing of any changes to their child’s dietary or allergy requirements.
9. Upon accepting a place at Clowns Nursery, parents are agreeing to their child being photographed on occasions by a member of staff validated by the nursery. Should you wish your child NOT to be photographed then please put this in writing addressed to Mrs Landy.

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| **11. 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 understood the Terms and Conditions herein and undertakes to be bound by the same.

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| **12. Outing Consent** |  |

Children attending Clowns might be given the opportunity to become familiar with the local environment. These outings will be for small groups of children and will be pre-planned. On each occasion Clowns staff will make adequate arrangements for supervision based on the age of the children and the nature of the outing.

It is not the intention of Clowns to organise outings which would involve use of any form of transport. In the event of an emergency a child would be transported in a private and appropriately insured vehicle, or by taxi.

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| **13. Emergency Medical Care** |  |

In the event of an emergency and in my absence, I consent for my child to be taken to the nearest hospital/doctor where they will receive emergency medical treatment.

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| **14. Declaration** |  |

I / We ……………………………………………………………………………………………… being the parent/guardian of …………………………………………………………………….

acknowledge, accept and agree both the contents of this agreement and any transactions with Clowns Nursery Care Ltd are subject to their terms and conditions of Business.

Signed: ……………………………………………………………………………….……..………………………… Date: …………………………………………………………

Parent/Guardian

Signed: …………………………………………………………………………………..…………………………… Date: ………………………………………………………………

For and on behalf of Clowns Nursery Care Limited

Clowns Nursery Care Ltd

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