

CLOWNS NURSERY TERMS OF AGREEMENT

This is an agreement between the Child's Parent or Guardian ("you") and Clowns Nursery Care Ltd (co number: 03237891) and is effective from the date that the agreement has been signed below by both parties.

PLEASE NOTE: Attendance and monthly amount are effective from 1st September 2023.

Terms & Conditions

Clowns Nursery Care Limited ("Clowns") has offered you a place for the child referred to above (the "Child") to join Clowns on the following terms. By signing this agreement, you confirm your acceptance of these terms in respect of Child attending Clowns. These terms and conditions form the contract between Clowns and you. The headings in this Agreement are inserted only for convenience and shall not affect its construction.

1. Registration Fee

You have paid a registration fee which is non-refundable.

2. Clowns Retainer and Notice Provisions

- i) Upon receipt of your offer letter, you are required to pay a retainer of one month's fees (the "Clowns Retainer"). Any increase of sessions during the Child's time at Clowns may require a retainer 'top-up' which will be payable upon request.
- ii) At Clowns, we believe it is 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.
- iii) If you withdraw Child from Clowns within the first year (even if you give one full calendar month's notice), you will forfeit the Clowns Retainer, and this will not be refunded.
- iv) Subject to clause 2(v) below, after the first year, if you decide to withdraw Child from Clowns, a minimum of one full calendar month's notice is required to terminate this agreement. Notice must be given by you to Mrs Landy in writing by no later than the **first day of the month at the end of which you intend to leave Clowns**. Failure to give this notice will result in the forfeiture of the Clowns Retainer and this will not be refunded to you.
- v) With effect from the date that you have been offered and accept a place for Child in either Peach class; or Rosewood class; or Manor House, the minimum notice required to terminate this agreement and for any refund of the Clowns Retainer is one full term's notice. Notice must be given by you in writing by no later than the last day of the Winter, Spring or Summer term preceding your intended final term. Failure to give the required notice will result in the forfeiture of the Clowns Retainer and this will not be refunded.

3. Manor House Retainer and Notice Provisions

- i) If Child already attends Clowns and you are offered and accept a place for Child in Manor House, or if Child does not attend Clowns and you are offered and accept a place in Manor House, on confirmation of such place by Clowns, you are required to pay an additional full month's fee (the "Manor House Retainer") in order to secure Child's place (in addition to the Clowns Retainer if you are a new starter).
- ii) The Manor House Retainer will only be refunded by Clowns to you upon Child's completion of the two-year Manor House cycle. The Manor House academic year begins in September and ends in August.
- iii) Withdrawal of Child before completing the two-year Manor House cycle, will result in the forfeiture of the Manor House Retainer, without exception and this will not be refunded to you.
- iv) With effect from the date that you have been offered and accept a place for Child in either Peach class; or Rosewood class; or Manor House, the minimum notice required to terminate this agreement is one full term's notice. Notice must be given by you in writing by no later than the last day of the Winter, Spring or Summer term preceding your intended final term.
- v) If you give one term's notice of termination as set out above but do not complete the two-year Manor House cycle, you will be only entitled to a refund of the Clowns Retainer. If you fail to give the notice required as set out above, you will forfeit the Clowns Retainer and the Manor House Retainer and in addition you will be liable to pay an additional term's fee.

4. Payment of Fees

- i) ALL FEES ARE PAYABLE IN ADVANCE BY THE 8th OF THE MONTH. FEES **MUST** BE PAID BY STANDING ORDER MONTHLY IN ADVANCE, OR TERMLY IN ADVANCE. CLOWNS WILL **NOT** ISSUE INVOICES EXCEPT IN THE CASE OF LATE PAYMENT OF FEES. AN ADDITIONAL ADMINISTRATIVE CHARGE OF £25.00 WILL BE ISSUED FOR EACH INVOICE SENT DUE TO LATE PAYMENT OF FEES.
- ii) On termination of this agreement, we reserve the right to deduct any sums owed by you to us from the Clowns Retainer and/or the Manor House Retainer as appropriate.

5. Holidays and Sickness

- i) Clowns is open to children for approximately forty-seven weeks a year. Closure periods will be as follows: i) Several days during Christmas and New Year; ii) Several days around Easter; iii) Last two weeks in August. Clowns reserves the right to alter or extend opening/closure periods and will notify you of such changes, as necessary.
- ii) **Full fees are payable over a 52-week period.** The above closure periods, training days and statutory holidays have been taken into account in the calculation of the fees which are published as illustrated in the fees structure list.
- iii) Clowns will not make any reduction in fees and will not provide alternative sessions for sessions or days missed because of absence due to sickness or for holidays taken outside of the published closure periods, or for days off or sessions missed for any other reason.

6. Variation

- i) Clowns Nursery and Manor House Pre School are trading names of Clowns.
- ii) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of Clowns and you.
- iii) Our employees are employed by Clowns.

- iv) The employees of Clowns are not authorised to bind Clowns in respect of the following matters:
 - a. The variation of any of the terms of this agreement.
 - b. The entering into of agreements whether oral or written with you 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 Clowns' procedures.
 - d. The making of any representations as to the rights of Clowns to take legal or other proceedings.

7. Insurance

- i) Clowns is currently insured for employer's liability and public liability through The Ecclesiastical Insurance Company (a copy is available on request) for £5 million.
- ii) No responsibility is accepted for any child who arrives at Clowns before 8am or leaves after 6.15pm nor for any money or articles of value lost on the premises.

8. Termination

- i) Day Nursery – If Child is in Cherry or Strawberry class, you are required to give at least one calendar month's written notice of the termination of this agreement. Any notice to terminate must be given in writing by no later than the first day of the month at the end of which you intend the agreement to terminate. If you withdraw Child from Clowns within the first year (even if you give one full calendar month's notice), you will forfeit the Clowns Retainer, and this will not be refunded.
- ii) Pre-School – If Child is in Peach or Rosewood class, you are required to give at least one term's written notice of the termination of this agreement, notice to be given no later than the final day of the term preceding your intended final term. If you withdraw Child from Clowns within the first year (even if you give one term's notice), you will forfeit the Clowns Retainer, and this will not be refunded. If you fail to comply with this notice provision, you will forfeit the Clowns Retainer and in addition one term's fees are payable, without exception.
- iii) Manor House – With effect from the date on which you accept a place for Child in Manor House (Willow, Elm or Limetree class), you are required to give at least one term's written notice of the termination of this agreement, notice to be given no later than the final day of the term preceding Child's intended final term. Failure to comply with this notice provision will result in the forfeiture of the Clowns Retainer, alongside the forfeiture of the Manor House Retainer and in addition one term's fees are payable, without exception.

9. Parent/Staff Association

In the interests of our working environment and staff relations, you will be in breach of your contract if you engage or entice any of Clowns staff members into other employment (paid or unpaid) whilst they are in the employment of Clowns. Clowns also reserves the right to deny access to its premises any employee who within 6 months of leaving the employment of Clowns engages in work for an existing parent whose child either attends Clowns or has left in the twelve months prior to the employee leaving Clowns.

10. Inclement Weather

Severe weather conditions do occur from time to time. Our policy is to prioritise 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 otherwise, 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.

11. Temporary Closure

- i) In the event that Clowns is required to close temporarily for a period of more than 4 weeks in order to comply with Government guidelines or as a consequence of a pandemic or contagious infection, virus or illness, the following provisions will apply:-
 - a. Clowns will take all reasonable steps to provide an alternative remote provision which will consist of a portal of age-appropriate activities; interactive sessions with class teachers and specialist staff; and resources made available to parents.
 - b. Fees will be reduced as follows: -
 - i. In the Day Nursery, a reduction of 30% will be applied in respect of a period of closure of more than 4 weeks.
 - ii. In Manor House and the Pre-School, a reduction of 20% will be applied in respect of a period of closure of more than 4 weeks.
- ii) In the event that Clowns is required to close fully or partially for a period of up to and including 4 weeks, the full fees are payable by you.
- iii) Normal notice provisions will apply as set out in clause 2,3 and 8 above.

12. Other Notes

- i) Late collections may be liable to a surcharge of £30.00 for each hour after the closing schedule.
- ii) Sickness absence should be reported by email before 10am in accordance with our sickness reporting procedure.
- iii) Clowns reserves the right, without recourse, to ask for a child to be withdrawn should the child be unsettled or disruptive on a continuous basis. In exercising such a right, Clowns reserves the right to retain any deposits paid.
- iv) Clowns reserves the right to terminate an agreement with immediate effect at any time, including prior to the commencement of nursery provision, if it deems, in its sole opinion, that it is unable to meet the requirements of the Child or family.
- v) Please note that Clowns cannot care for sick children. Parents, when contacted, should make immediate arrangements for the child to be collected.
- vi) Clowns reserves the right to review and revise its fees, terms and conditions at any time giving twenty-eight days' notice in writing to parents/carers.
- vii) 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.
- viii) It is the parent's/guardian's responsibility to stop all standing orders (and childcare voucher payments, if applicable) after the date of termination of contract. Failure to do this will result in a £20 administration charge from any refund.
- ix) It is the parent's responsibility to inform us immediately in writing of any changes to their personal details including medical information (e.g. address, contact numbers, their child's dietary or allergy requirements). Change of details forms are available at reception.

- x) You have provided and will continue to provide details of any medical condition, learning or behavioural difficulty, health problem or allergy affecting the Child.
- xi) Upon accepting a place at Clowns, parents are agreeing to their child being photographed on occasion by a member of staff validated by the nursery and to such photos being used for Learning Journals, wall displays, Clowns website. Should you wish your child NOT to be photographed then please put this in writing addressed to Mrs Landy.
- xii) As of May 2018, we have privacy notices which are available to view on our website or at reception upon request. These are reviewed by Clowns regularly and updated as required.

13. 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 remaining provisions of the agreement shall remain in full force and effect. By signing the terms and conditions below, you confirm that you have read and understand the terms and conditions contained in this agreement and undertake to be bound by the same. This agreement supersedes any previous agreements entered into between you and Clowns.

This agreement shall be governed and construed in accordance with English law.

14. Outing Consent

Children attending Clowns might be given the opportunity to go on a class trip or go on local outings. These outings will be for small groups of children and will be pre-planned. On each occasion, Clowns staff will carry out an appropriate risk assessment and make adequate arrangements for supervision based on the age of the children and the nature of the outing.

In the event of an emergency, a child would be transported in a private and appropriately insured vehicle, or by taxi.

15. 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.