CLOWNS NURSERY AND MANOR HOUSE PRE-SCHOOL 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.

Terms & Conditions

Clowns Nursery Care Limited is made up of the Day Nursery, Pre-School and Manor House ("**Clowns**"). Clowns has offered you a place for the child referred to above (the "**Child**") 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 equivalent to one month's fee (the "**Clowns Retainer**").

ii) If you wish to defer your Child's place after acceptance, we will only accept deferral requests until the date specified in your Offer Letter. After this date, you will forfeit the Clowns Retainer. If you defer your child's place to the following September intake and do not subsequently take up the place, this will result in the forfeiture of the Clowns Retainer, without exception, and it will not be refunded.

iii) At Clowns, we believe it is important for a child's development to have continuity during the early stages of nursery education. As such, placements must be for a minimum of twelve months.

iv) 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 it will not be refunded.

v) 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 no later than the **last day of the month preceding your intended final month at Clowns**. Failure to give this notice will result in the forfeiture of the Clowns Retainer, and it will not be refunded.

vi) With effect from the date that you have been offered and accept a place for Child in either the Pre-School or Manor House, the minimum notice required to terminate this Agreement and receive a refund of the Clowns Retainer is one full term's notice. Notice must be given by you in writing 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 it will not be refunded.

vii) If you increase your Child's sessions, subject to availability, either at the start of a new academic year or during the year, Clowns will issue a Retainer top-up invoice where applicable.

viii) If you wish to reduce your Child's sessions, you are required to give a minimum of one full calendar month's written notice. Notice must be submitted in writing no later than the first day of the month preceding the month in which the reduction is to take effect.

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, upon 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 to you by Clowns upon Child's completion of the two-year Manor House cycle. Withdrawal of Child before completing the two-year Manor House cycle will result in the forfeiture of the Manor House Retainer, without exception, and it will not be refunded. The Manor House academic year begins in September and ends in August.

iii) If you defer your Child's placement in Manor House, your Child will not be guaranteed a single year placement in Manor House as it operates as a two-year cycle, however, a place will be made available in the Pre-School.

iv) With effect from the date that you are offered and accept a place for Child in either the Pre-School 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 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 required notice 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.

vi) If you increase your Child's sessions, subject to availability, either at the start of a new academic year or during the year, Clowns will issue a Retainer top-up invoice where applicable.

vii) If you wish to reduce your Child's sessions, you are required to give a minimum of one full calendar month's written notice. Notice must be submitted in writing no later than the first day of the month preceding the month in which the reduction is to take effect.

vii)

4. Payment of Fees

(i) ALL FEES ARE PAYABLE IN ADVANCE BY THE 8th OF THE MONTH. Fees **must** be paid by standing order, either monthly or termly in advance.

(ii) Clowns will **not** issue invoices, except in the case of late payment of fees. An administrative charge of **£50.00** will be applied for each invoice issued due to late payment of fees.

(iii) We reserve the right to charge interest of up to four percent (4%) per month on any late payments. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the sure date until the date of actual payment of the overdue amount.

(iv) We reserve the right to charge you the costs we incur in recovering or attempting to recover, any unpaid amount form you (including reasonable legal costs).

(v) Upon 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.

(vi) For the avoidance of doubt, all signatories to this Agreement are jointly and severally liable for the payment of fees, additional charges and any fees in lieu of notice.

5. Holidays and Sickness

(i) Clowns is open to children for approximately forty-seven weeks a year. Closure periods will be as follows: i) around Christmas and New Year; ii) 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 in the Fees Structure list.

(iii) Clowns will not make any reduction in fees and will not provide alternative sessions for days or sessions missed due to absence from sickness, holidays taken outside of the published closure periods, or 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 the Day Nursery, you are required to give at least one calendar month's written notice to terminate this Agreement. Such notice must be given in writing no later than the last day of the month preceding your intended final month. 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 it will not be refunded.

ii) Pre-School – If Child is in the Pre-School, you are required to give at least one term's written notice to terminate this Agreement. Notice must be given no later than the last 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 it 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 will be payable, without exception.

iii) Manor House – With effect from the date on which you accept a place for Child in Manor House, you are required to give at least one term's written notice to terminate this Agreement. Notice must be given no later than the last day of the term preceding Child's intended final term. Failure to comply with this notice provision will result in the forfeiture of both the Clowns Retainer and the Manor House Retainer, and in addition, one term's fees will be 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 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 allow for safe 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 include 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. For the Day Nursery, a reduction of 30% will be applied in respect of a period of closure of more than 4 weeks.

ii. For 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 fully or partially close for a period of up to and including 4 weeks, full fees will remain payable.

iii) The normal notice provisions as set out in clauses 2,3, and 8, will apply.

12. Other Notes

i) If your Child is collected 15 minutes late or more, a charge of **£15.00** will be payable for each hour (or part thereof) beyond the scheduled end of their allotted session.

ii) Late collections may be liable to a surcharge of **£30.00** for each hour (or part thereof) after the scheduled closing time.

iii) Absence, for any reason, should be reported by email to info@clownsnursery.co.uk before 10am in accordance with our Absence Policy and Procedure.

iv) 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 right, Clowns reserves the right to retain any retainers paid.

v) Clowns reserves the right to terminate this 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. In exercising such right, Clowns reserves the right to retain any retainers paid.

vi) Please note that Clowns cannot care for sick children. Parents/guardians, when contacted, should make immediate arrangements for the child to be collected.

vii) 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/guardians.

viii) In the event of non-payment of fees, Clowns Nursery reserves the right to withdraw the child's placement until all outstanding fees are paid in full.

ix) It is the parent's/guardian's responsibility to stop all standing orders (and childcare voucher payments, if applicable) after the termination date of the contract. Failure to do this will result in a **£50.00** administration charge deducted from any refund.

x) It is the parent's/guardian's responsibility to inform us immediately in writing of any changes to personal details, including contact information (e.g. address, contact numbers), Child's medical information, Child's dietary needs, or Child's allergy requirements.

xi) You have provided and will continue to provide details of any medical condition, learning or behavioural difficulty, health problem or allergy affecting the Child.

xii) Upon accepting a place at Clowns, parents/guardians are agreeing to their child being photographed by a member of staff and to such photos being used for classroom wall displays and in physical and online Learning Journals for the purpose of recording and evidencing your child's learning and play. Should you wish for your child NOT to be photographed, please notify Clowns Nursery in writing.

xiii) 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, together with your Offer Letter, forms the entire contract between you and Clowns in relation to the childcare place and supersedes any previous Agreements, understandings, representations or arrangements between you and Clowns relating to its subject matter. The Offer Letter is incorporated into and forms part of this Agreement. References to "this Agreement" include the Offer Letter.

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 local outing. These outings 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.