



## **STORYBOOK MONTESSORI**

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## **TERMS AND CONDITIONS**

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## **IT IS AGREED AS FOLLOWS:**

### **1 INTERPRETATION**

This section will set out the meaning of particular words and expressions used within these terms and conditions.

In these terms and conditions;

'Child' means the child for whom you intend to register with the nursery and as listed on the registration form.

'chosen representative' means the person who will represent the child and this is the representative named on the registration form.

'alternative representative' means a representative other than the parent that the parent elects to have responsibility if the parent is unavailable.

'deposit' means the monetary amount required to secure your child's place and at the nursery.

'registration fee' means the one-off payment required to register your child with the nursery.

'fees' means the fees due for our nursery services and facilities calculated at the rates set out on the registration form as amended from time to time in accordance with these terms and conditions

'nursery' means the nursery school run by us at Ascot High Street, Ascot, SL5 7JH.

'registration form' refers to the registration form which is to be completed when applying for a place for your child at our nursery and which includes details of both you and your child.

'sessions' are the chosen sessions which you have registered your child for (as set out on the registration form) and any other nursery sessions for your child which we may agree in writing to provide from time to time.

'term' relates to term dates as per the Royal Borough of Windsor and Maidenhead term dates.

'we' or 'us' means Storybook Montessori, Ascot High St, Ascot, SL5 7JH.

'you' means the parent or legal guardian identified on the registration form.

## 2 THE AGREEMENT

- 2.1 This contract sets out the terms and conditions on which we agree to provide nursery services and facilities for your child. The contract is made up of the registration form and these terms and conditions.
- 2.2 When a place at our nursery becomes available for your child, we will confirm the start date for your child in writing to you. The contract will come into force when we agree we can provide a place for your child and the deposit is paid.
- 2.3 Beginning on the start date, we will provide our nursery services and facilities for your child at our nursery during each session.
- 2.4 The nursery is closed on weekends and on all public holidays. We shall not provide nursery sessions on those days.
- 2.5 The nursery is closed for the week of Royal Ascot and for 5 days at Christmas.

## 3 NEW STARTERS

- 3.1 to confirm your child's place at the nursery we require:

- a registration fee equating to £75
- a deposit equating to £350

the registration fee is payable by you at the point of application. This is non-refundable.

### DEPOSITS

- 3.2 Our deposits are payable by you within 3 working days of written confirmation of your child's place Storybook. If payment is not received by you on the 3<sup>rd</sup> working day, we reserve the right to release your place to another child as we cannot hold places without a deposit for more than 3 working days.
- 3.3 Deposits should be paid via bank transfer, we are unable to accept childcare vouchers for the payment of your deposit and registration fees. Childcare vouchers may be used for the payment of monthly fees only.
- 3.4 Once a placement has been booked, and the deposit has been received, you will be entitled to a 14 day cooling off period, during which time you can cancel your child's place and your deposit will be refunded. After this period the deposit is non-refundable.
- 3.5 On acceptance of your child's place, payment of the first month's fees are required by the 25<sup>th</sup> of the month prior to your child starting, otherwise we reserve the right to disallow your child from attending nursery until the fees are paid.

## 4 FEES

- 4.1 Our fees are for nursery services and facilities provided by us.
- 4.2 Fees are due monthly in advance, payable on the 25<sup>th</sup> of the month of issue and invoices will be issued at least two weeks before the due date. We reserve the right to disallow your child from attending nursery until fees are paid.
- 4.5 If at any time we agree to provide any additional sessions or any additional services or facilities, these will be invoiced in arrears. Additional sessions are agreed in advance according to availability.
- 4.6 Each month's fees and our invoices shall be payable by you in full and without deduction. You shall not be entitled to set off any sums we may owe to you from time to time against any sums you owe to us.
- 4.7 If you fail to pay any of our invoices on or before the due date for payment, we may (in addition to any other rights or remedies we may have) charge interest on the overdue amount at the rate of 4% per annum calculated on a daily basis from the date the payment was due until the date payment (in cleared funds) is received by us.
- 4.8 We may review our fee rates at any time. In the event that fees are changed, we will give you at least 2 months written notice of our revised rates
- 4.9 Fees are payable across 50 weeks per year, accounting for closure during the week of Royal Ascot and Christmas.
- 4.10 In the event of an unexpected closure for any reason or a closure for exceptional circumstances (for example due to a pandemic, infectious diseases, weather (snow), fire, flood, lack of heating/hot water) any fees which have already been paid for the month when any closure occurs are not refundable and fees will remain payable at the figure stated on the invoice supplied by Storybook for the duration of the closure.

We will take a reasonable and proportionate approach to parents' and carers' fees, in light of any unprecedented circumstances, and communicate clearly with you, any arrangements in respect of any possible refunds and the continuation of payment during any period of closure.

- 4.11 Parents are invoiced for a termly charge of £60 for extra-curricular activities that take place in Storybook each day. This charge is subject to review.
- 4.12 Fees are calculated over 50 weeks and divided into 12 equal monthly payments (when sessions remain the same each month).

## 5 AMENDMENTS TO SESSIONS

- 5.1 Your sessions are personal to you and your child. We shall have no obligation to agree to any request to change your child's sessions or to swap any of your child's sessions

with those of another child at the nursery even if the parent or guardian of the other child is also in favour of the swap.

- 5.2 If you wish to change the sessions for your child, you must make your request in writing/email. You must specify the new sessions you require and the date when you would like the new sessions to start. If we have space for your child for the new sessions you have requested and we are willing to agree to your request, we shall confirm this to you in writing/email). We require a minimum of one calendar months' notice to change sessions.
- 5.3 Additional sessions booked must be changed or cancelled with a minimum of 24 hours notice. If no notice is given and your child does not attend the additional session booked, you will still be charged for it.

## **6 ATTENDANCE**

- 6.1 Our fees are calculated on a per month basis and issued on an invoice for 1 month in advance. Our fees are payable in full and without deduction even if your child is absent from any session due to illness or holidays, or for any other reason.
- 6.2 Our fees are payable in full on all public holidays.
- 6.3 We operate minimum sessions of two full days or four half days per week.

## **7 COLLECTION OF YOUR CHILD**

- 7.1 You must ensure the prompt collection of your child from our nursery at the end of each session.
- 7.2 If you would like to arrange for any of your chosen representatives, who must be over 18 years old, to collect your child from our nursery you should inform us in advance.
- 7.3 If you would like to arrange for any person other than yourself to collect your child, you must provide them with the password agreed between you and us.
- 7.4 We reserve the right to require any persons who attempt to collect your child from our nursery to provide us with a valid photo id (such as a passport or driving licence).
- 7.5 We also reserve the right to refuse to release your child to any person who is unable to provide the agreed password or who appears to us to be unfit or unsuitable to look after your child's welfare and safety. In such circumstances, we shall attempt to contact you to clarify the position.
- 7.6 If your child is collected late from our nursery, we reserve the right to impose a minimum additional charge of £25 for every half an hour. If you anticipate any delay in the collection of your child from our nursery, you should notify us in advance so appropriate arrangements for your child can be made.

## **8 NURSERY OUTINGS**

8.1 You acknowledge and agree that as part of our nursery programme, your child may be taken by us on supervised trips and visits.

## **9 HEALTH AND SAFETY**

9.1 You should ensure that your child does not attend our nursery if he or she is suffering from any fever, infection, diarrhoea, sickness, communicable disease or any other type of illness, with exception of the common cold. If your child has suffered from a temperature, rash or any infectious illness he or she must have been symptom free for at least 24 hours before returning to our nursery and if your child's illness has included any sickness or diarrhoea, your child must have been symptom free for at least 48 hours before returning to our nursery. In addition, we reserve the right to require a doctor's certificate indicating that your child is no longer infectious before allowing him or her to return to our nursery.

9.2 If your child suffers a minor injury or accident at the nursery during the day we will not contact you unless agreed otherwise.

9.3 If your child becomes seriously ill or suffers a serious accident that requires emergency treatment, we reserve the right to seek immediate medical assistance without consulting you and, in the event that your child requires hospital treatment, we shall ensure that your child is accompanied by a senior member of our staff until you are present to accompany your child. In this event, you will be contacted by telephone immediately.

9.4 You shall notify us of any allergies you are aware of which affect your child.

## **10 MEDICATION**

10.1 You should ensure that your child does not attend our nursery for the first 24 hours of treatment if he or she is using antibiotics.

10.2 We will not administer any medication for your child unless:-

- we have agreed with you in writing to administer the medication; and
- the medication is prescribed by a doctor and clearly marked with your child's name, the required dosage and frequency of dosage, expiry date of medicine and the Doctor's name and contact details.

10.3 However, we reserve the right to administer first aid (where house hygiene rules apply) and in emergencies, to administer medication to your child in accordance with our medication policy listed on our website.

## **11 SPECIAL DIET AND MEALS**

11.1 If your child has any special dietary requirements, you shall notify us in writing. We shall use reasonable efforts to accommodate any of your child's special dietary

requirements which you notify to us in writing but we shall have no obligation to do so unless we have agreed with you in writing that we shall do so. The Nursery aims to provide a well-balanced nutritious diet with which children will be familiar. If we are not be able to provide food which satisfies any particular dietary requirement of your child, we may require that you supply a packed lunch for your child.

## **12 POLICIES AND PROCEDURES**

- 12.1 You agree to comply with our policies and procedures in connection with the attendance of your child at our nursery. Copies of our policies and procedures are available on our website and hardcopies are available at reception.

## **13 STAFF**

- 13.1 We ensure that we take up references and, in accordance with our legal obligations, conduct checks of criminal records in relation to all our staff.

## **14 NON-SOLICITATION OF STAFF**

- 14.1 You agree not to offer to employ or engage any of our staff to provide nursery or childcare services at any time during the contract or for a period of three months after the contract comes to an end.
- 14.2 Storybook Montessori will not accept any liability whatsoever arising out of any agreements with staff outside of nursery hours and duties.

## **15 TERMINATION AND SUSPENSION**

- 15.1 We may suspend the provision of nursery services and facilities for your child in the event that any of our fees remain unpaid 5 working days after they are due for payment. We reserve the right to terminate your child's place immediately should fees remain unpaid for a period of two weeks after they are due. In this instance, the deposit will be non-refundable.
- 15.2 We may terminate the contract immediately upon written notice to you if you show any behaviour which is disruptive or abusive or which we reasonably decide is otherwise unacceptable having regard to the nature of our business and the peace of mind, comfort, safety and wellbeing of our staff and any visitors to our nursery, the children in our care and/or their parents or guardians.
- 15.3 Either you or we may terminate the contract providing at least one weeks' written notice in the event of any material breach of the contract by the other.

## **16 BRINGING THE CONTRACT TO AN END**

- 16.1 Either you or we may bring the contract to an end by giving a minimum of two month's prior written notice to the other or two month's fees in lieu thereof.
- 16.2 The company retains the discretion to refund the deposit provided that the terms in clause 16.1 are met and the payments on the account are up to date.

17 **CHANGES TO THE CONTRACT OR TO OUR POLICIES AND PROCEDURES**

17.1 We reserve the right to amend, update or replace:-

- these terms and conditions; and/or
- any of our policies and procedures;

at any time or from time to time. This may include the withdrawal of any facilities previously provided by us. We shall provide two months written notice of any of these changes.