

ABSOLUTE ANGELS LTD - TERMS AND CONDITIONS

A. Terminology

1. **"The Nursery"/"We"/"Us"** means Absolute Angels Ltd, a company limited by shares, as now or in the future constituted (and any successor) trading as Absolute Angels Montessori Nursery.
2. **"The Principal"** is responsible for the day-to-day running of the Nursery and that expression includes those to whom any of the duties of the Principal have been delegated.
3. **"The Parents"/"You"** means any person who has accepted responsibility for the Child's attendance at the Nursery. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e., legal responsibility for the Child) are entitled to receive relevant information concerning the Child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and wellbeing of the Child.
4. **"The Child"** is the child named on the Registration Form. The age of the Child will be calculated in accordance with UK custom.

B. The Nursery

5. **Our Aims:** The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the children maintain appropriate standards of punctuality, behaviour, discipline and hygiene.
6. **The Child's Health:** Parents must inform the Nursery if the Child has any known medical condition, learning difficulty, special educational need, head lice, health problem or has been in contact with infectious diseases. The Child must not be brought to Nursery if unwell.

C. Entry to the Nursery

7. **Admission and Acceptance Deposit:** Children will be considered for entry to the Nursery when the Registration Form has been completed and returned to the office and the non-refundable Registration Fee paid. Entry will be subject to the availability of a place. Return of the completed Registration Form and Terms and Conditions, signed and dated by both parents, and receipt of the Registration Fee gives rise to a legally binding contract with us on these Terms and Conditions.
8. **Terms and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these Terms and Conditions, which supersede those provisionally in force, and to the level of fees, to the structure and composition of classes, to the length of Nursery terms, and to the length of Nursery days. Notice of any change will be given, as soon as practicable, but on occasions it may be less than one term.
9. **Termination of the Contract:** The Child will leave the Nursery at the end of the academic year in which he/she reaches age 5. The Nursery may bring the contract to an end at any time upon a term's written notice provided to Parents.

D. Pastoral Care

10. **Welfare of the Child:** We will do all that is reasonable to safeguard and promote your Child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others.
11. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to children in distress or to maintain safety and good order, or in connection with the Child's health and welfare.
12. **Concerns/Complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level, it should be referred to the Principal.
13. **Disclosures:** Parents must, as soon as possible, disclose to the Nursery, in confidence, any known medical condition, health problem or allergy affecting the Child, any learning difficulty, special educational need or emotional or behavioural difficulty, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.
14. **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. A comforter will be allowed. All children will need a change of clothing, a coat and a hat. Hats should be of a design which offers protection to both the face and neck. Parents are asked to apply sun cream before arrival at the Nursery.
15. **Collection:** The Nursery must be informed if someone other than a Parent is collecting the Child. No Child will be allowed to leave the Nursery premises with anyone who has not been given prior permission.
16. **Dietary Requirements:** Each Child attending the Nursery for a full day requires a packed lunch. Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. We will take reasonable care to ensure that a Child with a food allergy or intolerance does not come into contact with specific foods.
17. **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nursery does not accept any responsibility for accidental injury or loss caused to the Child or Parents or for loss or damage to property.

E. Health and Medical Matters

18. **Infectious Diseases:** Children will not be accepted into the Nursery with an infectious disease and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Child home if he/she becomes unwell under the Nursery's care. It is a condition of acceptance that the Parents leave a daytime contact number.

19. **Medicine:** The Nursery cannot normally administer any medicine to a Child unless prescribed by a doctor. The Nursery will maintain a Medical Record which must be signed by the Parents before any medicine is given. We will give separate guidance relating to non-prescriptive dressings or medication should the need arise.
20. **Medical Information:** Throughout a Child's time in the Nursery, the Principal shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential "need to know" basis.
21. **Emergency Medical Treatment:** The Parents authorise the Principal to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Child's welfare and if the Parents cannot be contacted in time.

F. Fees and Extras

22. **Meaning:** "Fees" where used in these Terms and Conditions means the termly charge set by the Nursery. Parents will be consulted regarding any extra costs such as day trips or external activities.
23. **Payment:** Our Fees are set to reflect the cost of the service being provided. The Parents undertake to pay the Fees applicable for each term of attendance, unless monthly payments have been agreed with Management. Fees are due and payable on or before the first day of attendance. Fees are the joint and several responsibility of each person who has signed the Terms and Conditions.
24. **Late Collection:** Parents are required to collect their Child promptly at the end of the Child's final session each day. Late collection occurs when a Parent collects their Child later than 15 minutes after the published session end. Each late collection will incur a Late Collection Fee, published on the Fees Schedule current at the time. The Late Collection Fee will be charged in arrears on the termly invoice. The Nursery reserves the right to terminate this agreement for frequent or persistent Late Collection.
25. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the Nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. No compensation will be paid, or refund given, if the Nursery has to be closed due to any reason beyond its control, such as technical problems or adverse weather conditions.
26. **Unpaid Fees:** The right is reserved to make late payment changes composed of simple interest calculated on a daily basis at 2% per month, from the first day of each term, and all administration and legal costs in relation to any sums that are unpaid by the due date. Such charges will be recoverable by action if necessary. The rules under F of these Terms and Conditions are intended to protect those parents who pay fees on time and to safeguard the Nursery against consequences of the default of others.
27. **Exclusion for Non-Payment:** The right is reserved, on 3 days' written notice, to exclude a Child from the Nursery while Fees are unpaid.

G. Cancellation, Withdrawal and Fees in Lieu

28. **"Notice":** means a term's written notice delivered to and received by the Principal or the Nursery Manager. No other notice will suffice.
29. **"Term":** means the period between and including the first and last days of each Nursery term.
30. **Withdrawal:** Except in the final term of the Nursery, a term's notice must be given before the Child is withdrawn (including places funded by the Free Early Education Entitlement). Provisional notice is not accepted by us except at the sole discretion of the Principal.
31. **Removal:** Parents may be required to remove the Child permanently if, because of the conduct of a Parent or the Child, it appears to the Principal that the continued presence of the Child is incompatible with the interests of the Nursery. There would be no refund of Fees in these circumstances.

H. General Circumstances

32. **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents.
33. **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and children, and those of the Nursery community as a whole. We also aim to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.
34. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
35. **Third Party Rights:** Only the Nursery and the Parents are parties to this contract. The Child is not a party to it. The acts and omissions of Parents are binding on the Child and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Child.
36. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
37. **Jurisdiction:** This contract was made at the Nursery and is governed exclusively by English law.

Name of Parent:

Name of Parent:

Signed:

Signed:

Date:

Date: