

Standard Terms & Conditions

The following are the standard terms & conditions of the business Eversley Nursery School Partnership at 20th August 2022 & replaces all those issued previously to this date. By signing the application form & applying for a place at Eversley Nursery School for your child, you agree to be bound by these terms & conditions which can only be varied if agreed in writing & signed by the providers of the Nursery. If the ownership or legal status of the Nursery changes, the Nursery's right & obligations under these Terms & Conditions will be deemed to be assigned to the new entity. Parents would be consulted & / or given adequate notice of any significant proposals or change of policy.

1. **Registration & Acceptance**
The nursery will send written or verbal acknowledgement of your application for a place at the nursery upon receipt of the completed & signed registration papers & deposit. Admission & entry will be subject to the availability of the required place.
 - Deposit amount is £50 to be paid on registering your child. Only on receipt of this will the required place be confirmed. The deposit will then be refunded when your child leaves nursery.
2. **Fees**
 - All fees are subject to revision annually & the nursery will give a minimum of two weeks notice of any alterations. An up to date list can be requested from the Nursery at any time.
 - Nursery Fees are requested to be paid in advance.
 - Food charges & extra hours for funded spaces are also required to be paid in advance or daily.
 - All direct debits & cheques that are returned will incur a £10 administration charge.
 - The nursery reserves the right not to admit your child to the Nursery in the event of Non payment of fees.
 - Fees will not be refunded or waived for absence through sickness, family holidays, adverse weather conditions or any other reasons; except in the sole discretion of the Nursery.
 - Fees are the joint responsibility of each person who has signed the Contract on applying or who has parental responsibility for the child, has paid any Nursery fees, has returned the child to the Nursery or given instructions in relation to the child.
 - Fees cover the care of the child & all resources to provide effective care. Fees also cover all snacks, lunches & afternoon teas. Other items incurred by the Nursery or the child may be charged as extras. Damage done by a child, other than fair wear & tear, may be separately invoiced & must be paid as an extra.
 - An agreement with a third party to pay the fees or any other sum due to the Nursery does not release the parent(s) / carer(s) from any liability under these terms & conditions unless an express release has been given in writing signed by the bursar. The Nursery reserves the right to refuse a payment from a third party. All such payments received are in good faith.
 - An agreement by the Nursery to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments is concessionary & will cease automatically in the event of any default for 30 days or more. On ceasing the full amount of fees then due shall be payable forthwith as a debt & interest will start to accrue.
3. **Notice of Withdrawal / Change In Sessions Required**
2 Weeks notice must be given to withdraw your child from the nursery or reduce the sessions required. This notice must be written & signed & given in person to the Manager of the Nursery & a copy be sent to the Nursery email:
eversleynurseryschool@yahoo.co.uk.
4. **Recovery of Unpaid Fees**
The nursery reserves the right to charge interest at the rate of 2% per month on all outstanding fees. You will also be responsible for the payment of all additional charges incurred by the nursery in collection of outstanding fees, including, but not limited to, our internal administration charges & our solicitors' costs & disbursements.
5. **Child's Details**
The nursery requires & will rely on detailed information relating to your child as contained in the Nursery's registration & information form, which shall form part of this contract. The nursery must be immediately informed in writing of any changed to the information provided & is not liable for the consequences of your failure to update the information.
6. **Removal Of Child**
The Nursery reserves the right to exclude a child on a temporary or permanent basis at its discretion. In the even of permanent removal, fees will be payable for the then current month but no further payments will be due in lieu of notice. No refund of fees will be made for temporary removal. Cases of serious illness or genuine hardship may receive special consideration on written request.
7. **Loco Parentis**
The parent(s) / carer(s) authorise the Nursery while in *loco parentis*, to authorise in good faith all decisions that safeguard & promote the child's welfare. Parents give consent to such physical contact as may be lawful, appropriate & proper for teaching & for providing comfort to a child in distress or to maintain safety & good order. The Nursery may also consent on behalf of the parents to the child receiving emergency medical treatment by a person who is appropriately qualified, necessary for the child's welfare & if parent(s) / Carer(s) cannot be contacted in time.
8. **Liability & Insurance**
The Nursery does not, unless negligent, accept responsibility for accidental injury or loss of property. The Nursery undertakes to maintain those insurances, which are prescribed by law. All other insurances are the responsibility of parents including insurance of the child's personal property whilst at the Nursery or on the way to or from Nursery or on any Nursery sponsored activity away from the Nursery. The Nursery is not the agent of the parents or any purpose related to insurance.
9. This contract including all disputes here under shall be interpreted & resolved in accordance with the Laws of England.

All Nursery Policies can be read on our website
www.eversleynurseryschool.com/nursery-policies