

Blossom Tree Montessori Ltd hereinafter referred to as 'the nursery' offers a place to the referred child to join the nursery on the following terms.

1. REGISTRATION

A non-refundable registration fee of £150.00, as stated on the 'Secure My Place' form, must be paid by the parent/guardian to Blossom Tree Montessori when submitting the completed form, following the confirmation and acceptance of a space.

OFFER ACCEPTANCE

A deposit, as outlined in the price list, must be paid by the parent/guardian to the nursery upon acceptance of the offer. This deposit will be refundable if the parent/guardian withdraws the space before the child's start date, provided that three full months' written notice is given. The deposit will be forfeited if the required notice, as specified, is not given. The deposit equivalent to one month's fees is required and will be refunded to the parent/guardian via BACS transfer after the child's leaving date, provided that one month's (4 weeks') notice for a non-funded child and two months' (8 weeks') notice for a funded child is given in writing to the manager, and all terms and conditions are met. The nursery accepts no liability for any costs or expenses suffered by a parent/guardian as a result of any such unavailability or cancellation. If the child is registered to attend the Free Education Entitlement (FEE) hours only, the deposit will be refunded within four weeks of the start date. Once a place has been offered and accepted, the start date can be deferred only once.

2. PAYMENT OF DAY NURSERY FEES

- (i) Payment of nursery fees for the child's attendance at Blossom Tree Montessori shall be made by the parent/guardian **monthly, in advance, on the first day of each month by Direct Debit or Tax-Free Childcare only. Card or BACS payments for fees will not be accepted. Bank Holidays and all closure days will be charged for in the fees.**
- (ii) If the payment of fees referred to in 2(i) above is outstanding for more than five working days then the nursery reserves the right to serve a 14-day notice in writing to terminate this contract. Upon this notice to terminate the contract the child shall be excluded from the nursery, and the nursery's notice to terminate shall be regarded as a formal demand for all outstanding monies.
- (iii) The nursery reserves the right to change the said fees and payment method at any time upon giving 2-4 weeks written notice of the proposed changes to the parent/guardian.
- (iv) If you have requested additional sessions or have late fee payment charges applied, we will charge you monthly in arrears.
- (v) The nursery regards non or late payment of fees or other charges as a material breach of this contract.
 - a. A fixed administration charge of £10 is payable in respect of any direct debit instruction issued to the parent/guardian's bank/ building society in respect of fees or other charges payable under this contract which is either not initiated by that bank/building society or is not received by the nursery as required by clause 2 (i).
 - b. In the event of non-payment or late payment of fees in breach of this contract the nursery reserves the right to charge £100 per week for any outstanding fees after the due date as stated in 2(i) until full payment is received.

- (vi) During free entitlement hours, meals and enhanced provision is optional, and we are able to discuss possible alternatives - please contact the nursery.

3. CALCULATION OF FEES

- i. The nursery year runs from 1st September to 31st August, for a total of 50 weeks per year. The nursery closes for approximately two weeks during Christmas and Easter in addition to inset days and all other Bank holidays.
- ii. The fees payable by the parent/guardian are determined by a fixed rate based on the booked sessions attended by your child. These fees are due on the 1st of every month and the free entitlement hours are not a monetary subsidy. The nursery does not permit the payment of fees on a daily or weekly basis. Any payments by a parent/guardian upon this basis may be regarded by the nursery as a breach of the parent/guardian payment obligations and the nursery reserves the right to terminate this agreement upon serving a 14-day notice of the parent/guardian payment default. Upon the expiration of the said 14-day notice and the parent/guardian having failed to remedy their payment default then the nursery shall be entitled to treat this agreement as terminated.
- iii. The nursery does not permit the reduction of payment of fees or swapping sessions if the child is absent from the nursery due to illness, holidays, or bank holidays. The parent/guardian is therefore obliged to make full payment. In the event of payment not being made then the nursery reserves its right to terminate this agreement in accordance with clause 3 (ii).
- iv. Our fees are based on a sessional fee that shall be notified to you in advance of your child starting at the nursery. We may review these fees at any time but will inform you of the revised amount at least 2-4 weeks before it takes effect. If you do not wish to pay the revised fee, then you may end this agreement by giving written notice as stated above in 'offer acceptance'.
- v. No deduction shall be made for days when the nursery is unable to provide the contracted services, or we cancel such services.
- vi. In addition to any sums payable under clause 3 (ii) or otherwise under this contract, the parent/guardian agrees and undertakes to indemnify the nursery for and against any and all costs, fees, charges and expenses the nursery may incur as a result of or arising from late or non-payment of charges payable under this contract, including, but not limited to, for the avoidance of doubt, any and all legal and other professional fees and expenses it may incur as a result of instituting legal or other proceedings against a parent/guardian for non or late payment of charges property due and owing to it under this contract.
- vii. Blossom Tree Montessori doesn't offer half days where the minimum number of sessions required are 2 full days or 3 school days, which must at all times include a Monday or a Friday.

4. DISCOUNTS

Blossom Tree Montessori offers a variety of discounts that some families may be eligible for.

- a. All discounts offered by Blossom Tree Montessori are subject to change and may be discontinued or modified at any time at the discretion of the Directors.
- b. Discounts cannot be combined unless explicitly stated otherwise.

- c. To avail any discount, families must comply with the application procedures and deadlines specified by the nursery. Failure to adhere to these requirements may result in forfeiture of the discount.
- d. Discounts offered by Blossom Tree Montessori are non-transferable and may only be used by the enrolled child(ren) for whom they are intended.
- e. Blossom Tree Montessori reserves the right to verify the eligibility of families for discounts through appropriate documentation or other means.
- f. The Directors of Blossom Tree Montessori retain the final authority in determining eligibility for discounts and resolving any disputes or discrepancies.

Some of the discounts offered are:

- I. **Sibling Discount:** Families with more than one child enrolled at Blossom Tree Montessori may be eligible for a sibling discount of 10% for 1 year awarded to the older sibling. The discount eligibility criteria will be outlined in the enrolment package.
- II. **Promotions:** Blossom Tree Montessori may offer seasonal promotions or discounts during certain times of the year. The terms and duration of these promotions will be communicated through official channels. These promotions would be limited to one per family

5. CANCELLATION/TERMINATION

- i. Once an offer has been extended by the nursery but prior to acceptance by the parent/guardian, either party can cancel the offer by providing a written notice of seven days.
- ii. After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of one months' notice in writing. During that said period the nursery undertakes to continue to admit the child and the parent/guardian undertakes to pay all fees due. In the event of the parent/guardian failing to pay the stated period's fees the child's place shall be immediately withdrawn and the nursery shall be entitled to serve a formal demand for payment of such monies.
- iii. In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing the said child, there shall be due to the nursery one month's fees in lieu of notice and the deposit will be forfeited. Failure by the parent/guardian to provide the stated notice or any notice at all shall render the parent/guardian liable to the nursery for one month's fees and the deposit will be forfeited.
- iv. Notice must be in writing and posted/ emailed to the nursery manager. Notice period will commence from the date of receipt.
- v. If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or well-being of the child or other children of the said nursery or the teachers or other staff so employed then the nursery may serve notice to the parent/guardian or a request for the child to be immediately removed from the nursery and the provision of notice as referred to in sub-clause (ii) herein before stated shall not apply.
- vi. Behaviour that would constitute an issue entitling Blossom Tree Montessori to invoke this Clause would include (but is not limited to) assault (either verbal or physical) of a member of Blossom Tree Montessori staff or another child or parent/guardian or any comments (written or oral such as on Social Media) which could damage the reputation of Blossom Tree Montessori, or where the

Parent/Guardian does not comply with any reasonable instructions of the staff at the Nursery, and/or the Parent/Guardian acts or behaves unreasonably or in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of Blossom Tree Montessori.

- vii. Upon termination of the contract, the nursery shall have no further obligation to provide the contracted services in accordance with clause 4 (ii).
- viii. In the event that the child is registered to attend the Free Education Entitlement (FEE) hours, an absence of two weeks or more, would lead to withdrawal of funding from the government, which in turn would lead to the parent/guardian becoming liable for all fees. These will be the higher rate fees (non-funded fees).

6. UNIFORM

All children aged 2 and above must wear the Blossom Tree Montessori uniform, available for purchase from DJ Uniforms. If not acquired, we will procure it on your behalf and charge any associated costs to your account.

7. CHANGE OF DETAILS

Parents are liable to inform the nursery of any changes in contact or personal details and any dietary or medical circumstances. Parents can ensure that all details are up to date and accurate by accessing the parental portal via the Blossom App.

8. NOTICE OF REMOVAL

We reserve the right to terminate a child's place if a serious breach of the terms and conditions occurs or if it is considered in the best interest of the nursery, staff and other children attending.

9. WAITING LIST POLICY

If you are on the waiting list, preference will be given to parents requesting full day places. However, we endeavour to be as flexible as possible.

10. LATE COLLECTION CHARGE

Any child still left at the nursery after their session ends will be booked as "Late Collection" which will incur an extra charge of £20 anywhere from 1-15 minutes. After the first 15 minutes, the same policy applies for every 15-minute interval thereafter. This policy applies to all our sessions.as per the current price list.

11. MEDICAL CONDITIONS

- i. Each parent/guardian undertakes to advise the nursery immediately in writing upon them becoming aware that any of the information contained in the Parent Registration Form is incorrect or requires amendment. Any such notice should be addressed to the 'Branch Manager'.
- ii. The nursery reserves the right to refuse to admit or provide childcare to any child in accordance with the nursery's policy on Medical Conditions as notified to parents/guardians from time to time.

If you have mentioned any Severe Medical Conditions during any written communication, then the nursery will require a meeting prior to confirming a place to

complete a risk assessment and training plan to verify that we are able to offer suitable childcare for your child.

12. ILLNESS

- i. If the child is unwell and cannot attend the nursery the parent/guardian must inform the nursery by the start of the day on which the child was due to attend.
- ii. The nursery reserves the right in line with its illness and injury policy (in its absolute discretion) to refuse to admit the child if he/she appears to be unwell.
- iii. If the child becomes unwell during the day, the parent/guardian must arrange for the child to be collected as soon as possible upon notification from the nursery.

13. NON-SOLICITATION OF TEAM AND BABYSITTING

- i. The parent/guardian undertakes that they shall not, during this contract or for a period of 6 months following termination of this contract, employ, solicit, or entice away or seek to entice away from the nursery's employment any person who was employed by the nursery at the date of termination of this contract or in the 6-month period prior to the termination of this contract.
- ii. The parent/guardian agrees that in the event that clause i) is breached by them they will immediately pay the nursery a sum equal to 2 month's salary of the relevant employee so employed, solicited or enticed away by them, which sum the nursery estimates it will cost to replace the said employee. This clause (ii) shall not apply where the employment or solicitation relates exclusively to the provision of babysitting services by a person employed by the nursery to the parent/guardian, where the babysitting takes place entirely outside the nursery's normal opening hours. However, where a parent/guardian does engage a person employed by the nursery on such a basis the parent/ guardian acknowledges that they do so entirely at their own risk and that neither the nursery nor its insurers shall have any responsibility or liability whatsoever in that regard.

14. LIMITATION OF LIABILITY

The nursery shall have no liability whatsoever to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to the nursery (even if such loss is caused by the nursery's negligence). Any property brought by the child or the parent/guardian to, or left by them at, the nursery is done so entirely at their own risk. This includes use of the car park and your car and contents.

Subject to any other provisions of this contract:

- i. The nursery shall not be liable for any special, indirect, or consequential loss (all three of which terms include, without limitation pure economic loss, loss of profits, loss of goodwill, depletion of goodwill and similar loss), costs, damages, charges, or expenses caused directly or indirectly by any failure to provide the contracted services (even if caused by the nursery's negligence).
- ii. The nursery shall not be in breach of this contract or otherwise liable to the parent/guardian or child by reason of any delay or failure of performance of the contracted services due to an event outside its reasonable control including (but not limited to) "acts of God", adverse weather, fire, lightning, war, flood, acts of terrorism, strikes or other industrial action.

15. "INSET DAYS"

The nursery is committed to raising the standards of nursery childcare and supporting its employees to do this by providing the training and development opportunities they need to keep their skills and knowledge up to date. No deductions shall be made to any fees or charges payable under this contract to take account of the fact the services shall not be provided on such "inset days".

16. "General Data Protection Regulations" (GDPR)

Any personal information you supply to us will be collected, stored, and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and our *GDPR Privacy Notice Policy*. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger. We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up to date in our Privacy Notice which is given to you at the point of registration.

17. Policies and Procedures

A copy of Blossom Tree Montessori's relevant Policies and procedures is available for Parents/Guardians to read at the Nursery. This also contains details of the Complaints Procedure, which must be followed by Parents/ Guardians in the event of any complaint or dispute between the parties.

18. Non-Disparagement

By signing these terms and conditions, you agree that you will not disparage the Company or any of its directors, or employees or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Blossom Tree Montessori or any of its directors, officers, agents or employees. Including language that covers disparaging communications made or transmitted on the internet or social media sites. Any breach of this non-disparagement clause will be a breach of contract on your part. The company would have the right to commence proceedings against you for any losses arising out of such breach.

19. VARIATION

- i. There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the nursery and the parent/guardian, any such agreement being in writing from the Director of the Company.
- ii. It is hereby recognised that the nursery is owned by Blossom Tree Montessori Ltd. (hereafter called "Blossom Tree Montessori") and the members of staff at the nursery are employees of Blossom Tree Montessori Ltd.
- iii. The employees of Blossom Tree Montessori at the said day nursery are not authorised to bind Blossom Tree Montessori Ltd. in respect of the following matters:
 - a. The variation of any terms of this agreement except attendance schedule.

- b. The entering into agreements be they oral or written with the parent/guardian as to payment schedules of current fees or arrears of fees.
- c. The acceptance of any offers as to the payment of fees or arrears of fees other than in accordance with clause 2 (i) therefore any misrepresentation of these terms provides Blossom Tree Montessori Ltd the rights to take legal or other proceedings.

20. 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 the clause shall be removed but the agreement shall remain in full force and effect. The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same. On acceptance at the nursery, a confirmation deposit of a month's fees is required for entry to the nursery. This deposit is refundable to the parents after written notice is given as detailed above in 'Offer Acceptance'. The deposit will be forfeit if the place, once offered and accepted, is not taken up.

FULL NAME OF CHILD _____

FULL PARENT/ CARER NAME: _____

SIGNATURE: _____

DATE: _____