



Terms and Conditions of Business

The following are the terms and conditions of business of Pennies Day Nursery Limited at 1st January 2008 and replaces all those issued previous to this date. By signing the application form and applying for a place at Pennies Day Nursery for your child you agree to be bound by these terms which can only be varied if agreed in writing and signed by a Director of the Company.

1 Registration and Acceptance

The Nursery will send a written acknowledgement of your application for a place at the nursery **only** upon receipt of the completed registration papers and **deposit**.

Deposit

A deposit of 50% of one months fees is to be included with the registration documents. **Only upon receipt of this will the place be confirmed (subject to availability)**. The amount will be refunded by direct payment into your bank account the month after your child has left, as long as all fees and any extra charges have been settled.

NEW STARTERS

For new starters the deposit will only be refunded if a minimum of three months notice is **given in writing** that the place is no longer required. If starting within three months the place must be cancelled in **writing** within 14 days after the place has been confirmed for the deposit to be refunded.

Should your child be waitlisted for a place the deposit is only due upon an offer of a confirmed place.

2 Fees

- 2.1 All fees are subject to revision annually and the Nursery will give a minimum one months notice of any alterations. An up to date list can be obtained from the Nursery at any time upon request.
- 2.2 Nursery fees for each calendar month are payable in advance by **Direct Debit or Voucher only** by the 1st day of the calendar month. **Any fees outstanding at the 5th of the month will be liable for a £25 administration fee to be applied at the discretion of the Nursery Manager. At the managers discretion the child may also be excluded from the nursery until the outstanding fees have been paid.**
- 2.3 After School and Breakfast Club fees should be paid by direct debit or voucher in advance. All holiday Club fees are payable in advance at the time of booking by cheque or credit/debit card. These are non-refundable in the event of cancellation. Parents using both After School and Breakfast Club will receive a 5% discount (not to be used in conjunction with any other



- offer). Any fees outstanding at the 5th of the month will be liable for a £25 administration fee to be applied at the discretion of the Nursery Manager. At the managers discretion the child may also be excluded from the nursery until the outstanding fees have been paid.
- 2.4 All fees payable are age related as indicated in our current price structure. All fee rate changes as a result of a birthday will begin in the billing month following your child's birthday
 - 2.5 All Direct Debits and cheques returned unpaid will incur a £10 administration charge.
 - 2.6 If the amounts to be paid by Direct Debit changes we will notify you 10 working days in advance of your account being debited.
 - 2.7 Fees due for periods of part of a month at the beginning of your child's attendance at the Nursery are payable before your child's starting date and will be invoiced separately.
 - 2.8 Payment for extra sessions, days or other services which are needed on an ad hoc basis will be invoiced separately and are payable by credit/debit card or cheque on or in advance of the date the extra service is required.
 - 2.9 Fees reserve a place at the Nursery for your child and are payable throughout the period that your child is due to attend. No refund will be made for absence due to sickness, family holidays, adverse weather conditions or any other reason. The one exception will be when a child is in hospital and fees will be charged at a discount of 50%.
 - 2.10 The Nursery reserves the right not to admit your child to the Nursery in the event of non-payment of fees.
- 3 **Notice of withdrawal/change in requirements**
- 3.1 From the time the Nursery accepts your application for a place at the Nursery in accordance with paragraph 1 above a **minimum of one clear calendar month's written notice (i.e. if notice is given part way through a month you will be charged to the end of that month plus a clear calendar month)** must be given to the Nursery in order to: -
 - 3.1.1 withdraw your child from the Nursery;
 - 3.1.2 delay or cancel your child's starting date at the Nursery**Important: A child's start date may only be delayed up to a maximum of one month after which the place cannot be guaranteed.**
 - 3.1.3 decrease the number of sessions or days in a week that your child attends the Nursery.
 - 3.2 Failure to give the required written notice in accordance with 3.1.1 and 3.1.2 above will result in fees being payable for the appropriate period in lieu of the full notice that should have been given.
 - 3.3 Failure to give the required written notice in accordance with Clause 3.1.3 above will result in fees being payable for the original sessions or days until the one months notice period would have expired if properly given.



3.4 Notice of withdrawal or change in requirements is deemed to commence on the date that the written notice is received by the Nursery. **Under no circumstances will verbal notice be accepted as advice.**

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 the collection of outstanding fees including, but not limited to, our internal administration charges and our solicitors' costs and disbursements.

5 Child's Details

The Nursery requires and will rely on detailed information relating to your child as contained in the Nursery's registration and information form, which shall form part of this contract. The Nursery must be immediately informed in writing of any changes to the information provided and 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 event 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.

7 Generally

This contract including all disputes here under shall be interpreted and resolved in accordance with the laws of England.