

# CLAIRES COURT NURSERY

## STANDARD TERMS & CONDITIONS

These terms and conditions apply to the contract between parents and Claires Court Schools Limited for the provision of Nursery services. Within this document the following definitions apply:

**College** Claires Court Schools Limited, 1 College Avenue Maidenhead Berkshire SL6 6AW;

**Nursery** the generic name for one or more of the nursery groups run at the College, and the names include Beehive, Busy Bees and Honeycomb Nurseries and Transition Classes;

**Head** The Head teacher of the College or her authorised deputy.

### 1 APPLICATION & REGISTRATION

Application is to be made to the school secretary on the form provided and accompanied by a non refundable registration fee of £100. Claires Court Nursery will confirm the availability of a place or the entering of the child's name on a waiting list. The prospectus of the Nursery is informative and does not form part of this contract.

### 2 ATTENDANCE

The minimum attendance is two morning sessions for all Nurseries while Transition has a minimum of five morning sessions. Within these limits there is freedom for the parent to select the sessions that they prefer, subject to sufficient space. Attendance at the sessions booked and paid for is not mandatory though parents should advise the Nursery of intended absences. Where a child does not attend a booked session no reduction of fees is due.

### 3 CHANGING ATTENDANCE

Attendance may be changed by application to the school secretary who will book extra sessions or change the days of attendance as required. On occasion there may not be sufficient space to allow attendance at a particular session and an alternative may have to be offered. It is assumed that attendance will normally increase. Where there is a reduction in attendance, no refund of fees paid nor reduction in unpaid fees will be made.

### 4 ARRIVAL & DEPARTURE

Children should be brought not more than fifteen minutes before the start time of the relevant setting though staff will where possible accommodate marginal variations. The child should be positively delivered to the door of the Nursery and handed over to a member of staff. Children are to be collected promptly at the end of the session and will be returned by a member of the Nursery staff to the parent. Where a different person will be collecting the child, the parent must ensure that Nursery staff are made aware of this beforehand, and preferably in writing.

### 5 SPECIAL NEEDS

Each child entrusted to the Nursery is recognised as an individual whose character will become well known to the Nursery staff with time. However parents know their own child much better than the Nursery staff ever will and it is required that parents fully advise the Nursery staff of any behavioural or medical problems. Where the child needs medicines to be administered the Nursery has established routines which must be followed by parents and which include the requirement for specific written instructions and for labelling of medicines.

### 6 IN LOCO PARENTIS

Parents must recognise and accept that while the child is at the Nursery the Nursery staff may act *in loco parentis* in the absence of the parent. Where possible the staff will contact the parent at the emergency contact telephone number advised but this will not prevent the staff from taking suitable action *in loco parentis*.

## **7 FEES**

Fees are based on the type and number of sessions booked in each week. The fee schedule is normally issued during the Summer Term for the following academic year with fee invoices issued at the end of one half term for the following half term. Any increase in fees will usually be upon a half-term's notice but the right is reserved to change fees at any time without notice.

## **8 NURSERY EDUCATION FUNDING**

Parents must meet in a timely manner any statutory or other requirements that may be imposed from time to time by the Royal Borough of Windsor and Maidenhead (the Local Authority) in the provision of Nursery Education Funding (NEF) e.g. the provision of proof of age and attendance declaration. Only morning sessions qualify in respect of NEF. It is not possible to apply for or to receive NEF retrospectively.

## **9 PAYMENT**

Payment of fees is due by half termly instalment payable by Direct Debit on the second Monday of each half term. Where attendance is changed, a revised or supplementary fee invoice is issued and is payable by Direct Debit not less than fourteen days after issue. The liability to pay fees is the joint and several liability of each person who has signed the application form as father, mother, step-parent or guardian. No refunds are given for absence due to illness or any other reason.

## **10 RULES & REGULATIONS**

The parents and the child will comply with all rules and regulations of the Nursery as may be published from time to time.

## **11 TERMINATION & NOTICE**

**By Parents** - Parents must give a half term's written notice before withdrawing their child from the Nursery or the next half term's fees will be payable in lieu. Notice must be actually received by the Head before the first day of the half term. Notice given orally or given in writing by or to any other person will not count as good notice. Time is of the essence. Notice received before the start of a half term expires at the end of the following half term. Any waiver of these requirements will only be effective when written and signed by the Head. If the Head accepts a provisional notice it is valid only for half a term and only if accepted in writing.

**By Claires Court Nursery** - The Nursery may terminate this agreement without notice. Fees will be refunded in direct proportion to the sessions thus not taken. No other payment whatsoever is or shall become payable due to such termination.

## **12 RECOVERY OF UNPAID FEES**

The right is reserved to charge interest at the rate which the Bursar in his discretion considers reasonable on unpaid fees. All costs incurred in the collection of unpaid fees including the Nursery's administrative costs and any costs and disbursements paid to solicitors shall be recoverable in full.

## **13 CONCERNS & COMPLAINTS**

Parents who are not satisfied with the care or progress of a child must inform the Head without delay and in writing.

## **14 INSURANCE**

Parents must satisfy themselves that the child has the insurance cover required against accident and loss or damage to personal property while attending the Nursery. Claires Court does not provide or maintain any insurance covers beyond those prescribed by law.

## **15 COURT ORDERS AND PRECAUTIONS**

Parents must inform the Head in writing immediately of any court orders in relation to the child for example as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments. It is the responsibility of the parent to inform the Head immediately and in writing and by a personal visit in case of urgency if the Nursery or Claires Court is required to give any special precautions for the protection of the child.

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