

Terms & Conditions

St. Michael's Learning Centres Ltd, Ofsted Reg. No EY463033

Terms and conditions of admission:

1. The Entry Form, Schedule of Fees, Guide for Parents and these Terms & Conditions constitute the terms of a contract between you and St. Michael's Nursery. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. The Registration Fee

The Registration Fee is payable at the time when you submit your registration form and will be deducted from your first nursery invoice.

3. Fees

- a) Fees are calculated monthly in advance and bills are sent at the end of the previous month.
- b) Fees are payable by the seventh day of the month and time is of the essence. Non-payment of fees will result in the loss of childcare place at St. Michael's Nursery.
- c) ALL YEAR CARE : - Up to THREE FULL WEEKS (of your child's regular attendance) holiday may be taken per child at the rate of 60% of the normal fee providing one month's notice is given in writing to the Manager.
- d) ALL YEAR CARE : - Fees are charged at the usual rate if a child is absent through sickness or holiday not previously recorded with the Manager or holiday in excess of three weeks as at 3(c).
- e) TERM TIME ONLY The child's academic year and Nursery holiday dates must be presented to the Manager by the last day of the previous term. Fees are payable during Term time.
- f) TERM TIME ONLY Fees will not be charged during booked Nursery holidays, the vacancy will be released to other families on a temporary basis, during the child's absence.
- g) TERM TIME ONLY Fees are charged at the usual rate if a child is absent through sickness or holiday and for holiday taken during term time (if not funded) not previously recorded with the Manager.
- h) No charge will be made for Bank Holidays or other days when the nursery is closed.
- i) Fees are normally increased once per year in September, but the right is reserved to increase fees at any other time without notice and without any other of the terms and conditions being affected.

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- j) Fees are payable by each person who has signed the Registration Form and/or who is named in the Registration Form either individually or severally and/or by any person who has from time to time accepted responsibility for the child or who has in fact paid fees in respect of the child.
- k) Children being collected after 6pm will have a late collection fee charged to their account, charged per quarter hour.

4. Notice Requirements

- a) Notice of intention to remove a child permanently from the of one calendar month must be given in writing to the Manager. Failure to give the correct notice will result in fees being charged in lieu for the ensuing month.
- b) Fees in Lieu of Notice are a debt and the Nursery will not be required to mitigate its loss or give credit for any mitigation or for the fact that the place is subsequently filled. Under no circumstances shall the Nursery be required to disclose details of its waiting or entry lists or other such confidential information. For the avoidance of doubt, fees payable in lieu of notice shall be at the rate that applies to the month in question.

5. Recovery of Unpaid Fees

- a) The right is reserved to charge interest at 4% over the prevailing base rate for every day the fees are overdue.
- b) All costs incurred in the collection of unpaid fees including our administrative costs and any costs and disbursements paid to solicitors acting on behalf of the Nursery shall be recoverable in full.

6. Special Circumstances

- a) If the child contracts an infectious or contagious illness or disease the must be notified immediately. For the duration of the illness or disease the child will not be permitted to stay at the Nursery.

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- b) The parent hereby grants to the Manager of the full authority to give parental consent to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner or hospital consultant to be necessary to the safety of the pupil. The Manager will use best endeavours with the constraints of time first to contact the parent by telephone.
- c) The parent must supply the Manager with contact telephone numbers where they may be reached at any time.
- d) The parent must ensure that the child's personal property is insured whilst at the nursery under your own household contents insurance policy.
- e) Non-agency – The Nursery does not undertake to provide or maintain any insurance covers beyond those prescribed by law and in no circumstance will the Nursery be constituted your agent for insuring purposes. You must in each case satisfy yourself that your child has the cover required.
- f) The nursery may, in its absolute discretion and without notice, vary any or all of these and its other terms and conditions from time to time. The Nursery reserves the right to make any alterations at any time to the way in which the Nursery is run, to the situation of the nursery and any part of it and to any aspect of the Nursery without reduction in fees.
- g) In the prospectus we have set out some details of the Nursery and facilities. Although we believe the contents to be accurate nothing contained in the prospectus shall form part of any contract between the Nursery and the parent, or any other person, and the parents confirm they have not relied on its contents entering into this contract.
- h) It is the duty of St. Michael's Nursery to share information regarding the Safeguarding of your child with other agencies, such as Social Care, as we see relevant. Parents will be informed of the need to share information unless the circumstances are extreme.
- i) From time to time photographs of children may be used to promote the Nursery. Parental consent is deemed to have been given on signing the Registration Form. No financial reward or reduction in fees will be due from the Nursery. Parents are asked to sign consent for use of photos on our Nursery website
- j) St. Michael's Nursery is required to process relevant personal data regarding pupils as part of its operation and shall take all reasonable steps to do so in accordance with the Nursery's Data Protection Policy.
- k) References- You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information supplied relating to your child is accurate and any opinion given on his/her ability and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from a reference or report given by us.

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