

TERMS AND CONDITIONS

Pollyanna Preschool Ltd. hereinafter referred to as "pre-school" offers a definite/provisional place to the child referred to overleaf who is to join the pre-school on the following terms. These terms and conditions relate to the contract between the pre-school and the Parent/Guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

1. **REGISTRATION**

A registration fee as referred to on the fee sheet shall be paid by the Parent/Guardian to the pre-school on submission of the completed registration form and that fee shall not be returnable if such acceptance is later withdrawn by the Parent/Guardian. The registration fee will be returned if the pre-school cannot offer the place on the schedule and date required. The registration fee is for administration purposes.

2. **OFFER ACCEPTANCE**

A deposit shall be paid by the Parent/Guardian to the pre-school on acceptance of the offer and that deposit shall not be returnable unless one full month's notice in writing is provided to the pre-school Manager. The deposit must be paid on registration. The deposit is not deductible from the first month's fees.

3. **PAYMENT OF NURSERY FEES**

a) Payment of pre-school fees to the pre-school for the child's attendance at the pre-school shall be made by the Parent/Guardian monthly, in advance of each month (the due date). Should failure in doing so, a charge of 10% of fees will incur for late payment.

b) One month's fee must be paid in advance, 6 weeks prior to entry on confirmation of place (Non-funded).

c) If the payment of fees referred to in (a) above shall be outstanding for more than 14 days then the pre-school may serve 14 days notice in writing to terminate this contract

d) The pre-school reserves the right to increase the fees subject to the Government ever changing rules.

4. **CALCULATION OF FEES**

a) The pre-school does not permit the pro-rata reduction of payment of fees if the child is absent from the pre-school due to illness or holidays whilst the pre-school is open. The Parent/Guardian is therefore obliged to make full payment. In the event of payment not being made then the pre-school reserves the right to terminate this agreement.

b) Additional care costs will be included for 3 & 4 year olds receiving the Universal 15 hours or the additional hours up to 30, subject to meeting the required criteria.

c) Any changes to your child's booking pattern must be submitted to Pollyanna Pre School one month in advance of when you require the new booking.. This must be submitted to management staff in writing either by email or as a hard copy.

5. **CANCELLATION/TERMINATION**

a) In the event of the Parent/Guardian giving notice of withdrawal of the child and immediately the said child there shall be due to the pre-school one calendar month's fees in lieu of notice. Failure by the Parent/Guardian to provide one calendar month's notice or any notice at all shall render the Parent/Guardian liable to the pre-school for one month's fees.

b) One month's notice must be given in writing and posted to the pre-school Manager.

c) If in the reasonable opinion of the pre-school Manager or person of similar standing it is considered that the continued presence of the child referred to is detrimental to the health, safety or well being of the child or other children of the said pre-school or the teachers or other staff so employed then the pre-school may serve notice to the Parent/Guardian or a request for the child to be immediately removed from the pre-school and the provision of one month's notice as referred to in sub-clause (b) herein before stated shall not apply.

6. **NON-SOLICITATION OF STAFF**

The Parent/Guardian of the child, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of six months following its termination (howsoever terminated) that he/she will not seek to employ, entice away or attempt to entice away from the employment of Pollyanna Preschool Ltd ("the Company") any person or persons employed by the Company at date of termination of the agreement between the Company and the Parent/Guardian or any person or persons who was employed by the Company in the six months preceding the date of termination of the agreement between the Parent/Guardian and the Company.

If the Parent/Guardian shall breach the aforementioned clause then he/she shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost replacing the said member of staff to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

7. **VARIATION**

a) There shall be no variation of this agreement unless it is in writing and made between a duty authorised representative of the pre-school and the Parent/Guardian, any such agreement being in writing from a Director of the Company.

b) It is hereby recognised that the pre-school is owned by Pollyanna Preschool Ltd. (hereafter called "the Company") and the members of staff at the pre-school are employees of the Company.

c) The employees of the company at the said pre-school are not authorised to bind the Company in respect of the following matter:

i) The variation of any items of this agreement except attendance schedule

ii) The entering into of agreements be they oral or written with the Parent/Guardian as to payment schedules of current fees or arrears of fees.

iii) The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with Clause 3

iv) Any representation as to the rights of the Company to take legal or other proceedings.

8. **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.

I/we confirm that we have read, acknowledged & confirm all of the above:

Signed:

Dated: