



1. Nursery Registration Form

Asquith Nurseries Limited

Deposit

Prior to entry a deposit is required of £100 if the child attends on a full time basis and £50 if on a part time basis. The parent/guardian's attention is drawn to the terms and conditions overleaf with regard to the return or forfeit of the deposit.

Acceptance

The terms and conditions overleaf are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then that 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 overleaf and undertakes to be bound by the same.

FOR OFFICE USE ONLY

Customer code:

Deposit paid:

Date:

Registration fee paid:

Date:

I would like my child to attend

Day Nursery, starting on:

Personal details

Child's surname	Other names	Boy / Girl
Date of birth	Religion	
Surname / initials of mother	Surname / initials of father	
Address		
		Postcode
Home telephone		
Mother's work telephone		Father's work telephone
Mother's mobile		Father's mobile
Mother's email		Father's email

Attendance Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning					
Afternoon					
Full Day					

Signature
(parent/guardian one)

Signature
(parent/guardian two)

Print name
(on behalf of Asquith Nurseries Limited)

Signature

Note: this registration form incorporates the terms and conditions overleaf. Upon signing this form the parents are deemed to have read, understood and agreed the same.

Data Protection: In compliance with current UK Data Protection legislation, any information you provide here will be kept secure and treated confidentially. The data collected will only be used by Asquith Nurseries Limited and will not be disclosed to any external sources without your prior consent. From time to time we may wish to contact you in regards to new services. If you do not wish to receive further information from us then please tick this box

Asquith Nurseries Limited Tel 01753 20 11 22 Fax 01753 689 593

Company registration number: 5133988 Registered office: Orbital House Park View Road Berkhamsted Hertfordshire HP4 3EY

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Terms and Conditions

Asquith Nurseries Limited trading as _____ hereinafter referred to as 'the nursery' offer a definite /provisional place to the child referred to overleaf who is to join the nursery on the following terms. These terms and conditions relate to the contract between the nursery 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 nursery 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 nursery cannot offer the place on the schedule and date required.

2 Offer acceptance

A deposit as is referred to on the fee sheet shall be paid by the parent/guardian to the nursery on the acceptance of the offer and that deposit shall not be returnable unless one full month's notice in writing is provided to the nursery manager. The deposit is not deductible from the first month's fees.

3 Payment of nursery fees

- (i) Payment of nursery fees to the nursery for the child's attendance at the nursery shall be made by the parent/guardian monthly, in advance, on the first day of each month (the due date) by direct debit.
- (ii) If the payment of fees referred to in (i) above shall be outstanding for more than 14 days then the nursery may serve 14 days notice in writing to terminate this contract. Upon termination of this contract the child shall cease forthwith to be admitted to the nursery, and the nursery's notice to so terminate shall be regarded as a formal demand for all outstanding monies.
- (iii) The nursery reserves the right to increase the said fees at any time upon giving one calendar month's written notice of the proposed increase to the parent/guardian.

4 Calculation of fees

- (i) The nursery year runs from September 1st to August 31st. The nursery closes for one week at Christmas and all other Bank Holidays.
- (ii) The fees payable by the parent/guardian are calculated by taking the child's weekly attendance fee, multiplying the same by 51, being the number of weeks the nursery is open, and dividing by 12 to give a monthly payment which is required in accordance with clause 3(i). 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 14 days notice of the parent/guardian payment default. Upon the expiration of the said 14 days notice and the parent/guardian having failed to remedy their payment default then the nursery shall be entitled to treat this agreement as terminated and the provision of clause 3(ii) shall apply.
- (iii) The nursery does not permit the pro-rata reduction of payment fees if the child is absent from the nursery due to illness or holidays whilst the nursery is open. 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).

5 Cancellation / Termination

- (i) After an offer has been made by the nursery but before acceptance by the parent/guardian either party may cancel the offer by serving 7 days written notice.
- (ii) After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of one calendar month's notice in writing. During that said one month 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 month'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 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 nursery for one month's fees.
- (iv) Notice must be in writing and posted to the nursery manager.
- (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/guardians or a request for the child to be immediately removed from the nursery and the provision of one month's notice as referred to in sub-clause (ii) hereinbefore 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 Asquith Nurseries Limited ('the Company') any person or persons employed by the Company at the 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 of 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

- (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 a Director of the Company or the Nursery Operations Manager.
- (ii) It is hereby recognised that the nursery is owned by Asquith Nurseries Limited (hereafter called 'the Company') and the members of staff at the nursery are employees of the Company.
- (iii) The employees of the Company at the said nursery are not authorised to bind the Company in respect of the following matter:
 - a) The variation of any terms of this agreement except attendance schedule.
 - b) 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.
 - c) The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with clause 3.
 - d) 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.