Terms and Conditions for Rainbow Nursery
Version 6.0 March 2017

Sam Fugler, trading as Rainbow Nursery, referred to hereinafter referred to as 'The Nursery', offers a provisional place to the child named on this form, who is to join or continue at 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. Deposit
A deposit will be used as a registration fee, and shall be paid by the parent/guardian to the nursery on submission of signed terms and conditions and that fee shall not be returned if the place is not taken up by the named child, in accordance with the agreement, or as detailed in subsequent clauses of these terms. The deposit will be returned if the nursery cannot offer the place on the schedule and date required. The deposit, where applicable, will be refunded at the request of the parent/guardian on or shortly after the last day of attendance. The deposit shall not be returnable unless one full month's notice in writing is provided to the nursery manager.

2. 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 cheque. The parent/guardian will provide post-dated cheques for the duration of the contract, which will be cashed monthly by the nursery.

(ii) Where a cheque is returned by the bank, due to insufficient funds; a 150 NIS charge will be applied, and the cheque represented to the bank. If the payment of fees referred to in (i) above shall be outstanding for more than 5 days then the nursery may serve 5 day-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. No monies whatsoever will be refunded.

(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. And immediately where the change in fees is to reflect changes in national VAT or other taxes required to be paid as part of the fee amount.

(iv) The nursery does not permit the pro-rata reduction of payment fees if the child is absent from the nursery due to illness, holidays or any other reason whilst the nursery is open. The parent/guardian is therefore obliged to make full payment.

(v) If ever it is not possible to open the nursery for example (but not limited to) because of health and safety issues, natural disasters, war, fear of war or attack or other reasons, the usual fees will apply, and no refund or credit will be due.

3. Opening days
(i) The nursery closes for all public holidays and a further three days per year for staff training. A full list of closure days can be downloaded from the nursery website, updated annually. There is no fee reduction applied, the usual month's fees will apply.

4. Cancellation
After acceptance of the offer by the parent/guardian cancellation is not permitted by the parent/guardian. If the place is not taken up in accordance with the start date on these terms and conditions, for whatever reason, the deposit will be retained by the nursery will not be refunded.

5. Termination
After taking up the place and starting on start date as stated on these terms and conditions, either party may terminate this agreement by the service of one calendar month's notice in writing, with the exception of September, October or November 2017; notice may NOT be served in these said months. 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.

(ii) 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.

(ii) In the event of the parent/guardian withdrawing the said child during the months of September to December 2017, there shall be due, to the nursery, fees for the full period to the end of December 2017. Withdrawal during said months by the parent/guardian shall render the parent/guardian liable for said fees.

(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 or the parents or guardians 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 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-clauses above hereinbefore stated shall not apply.

6. Non-solicitation of staff
The parent/guardian of the child, 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 The Nursery any person or persons employed by the nursery at the date of termination of the agreement between the nursery and the parent/guardian or any person or persons who was employed by the nursery in the six months preceding the date of termination of the agreement between the parent/guardian and the nursery. Failure to comply with this clause shall render the parent/guardian liable to the nursery for reasonable expenses and compensation, will result in immediate termination of this contract, deposit will be retained and may lead to further legal action.

7. Late collection
If the said child is not collected before the agreed collection time, a late collection fee applies. This will be applied at the sole discretion of the nursery, taking into consideration any extenuating circumstances. This will usually be 25NIS for every 5 minutes over the said collection time. Late fees are payable within 2 days, failure to make full and prompt payment could result in the retention of the deposit and written notice to terminate the contract.

8. Sickness
The child may not attend the Nursery suffering from a fever, diarrhea, or any other communicable disease. Children must be clear 24 hours from any vomiting and diarrhea before re-attending. Failure to comply with this clause could result in immediate termination of the contract and loss of deposit. Children may not attend the nursery when taking medication to lower fever/temperature. Children will not be admitted to the nursery if they have consumed any drops or medication containing alcohol.

9. Loss and damage
The nursery does not accept any responsibility for personal injury from any cause or any loss or damage incurred to any personal items belonging to a parent, guardian or child whilst at the Nursery, including any pushchairs, buggies or other items left at the nursery. Nothing in this contract affects statutory rights.

10. Provision of milk and nappies and items to be provided by parents/guardians
Parents/guardians are required to provide enough milk and nappies (where relevant) as needed for the child. In situations where an insufficient supply is provided, the nursery will use its own stock supply, and request replacements or levy a charge of 10 NIS per nappy and 20 NIS per bottle. Payment must be made within 2 days, failure to make full and prompt payment could result in the retention of the deposit and terminate the contract. Parents/guardians are required to provide clean sheets every week, sunscreen, changes of clothes and indoor/outdoor footwear for children over the age of 12 months. Regular failure to comply with this clause could result in termination of contract.

11. Emergency medical treatment
It is a condition of the child's attendance that the nursery manager or her appointees have full authority to provide basic first aid and to give consent, if you cannot be contacted in time, for the carrying out of any emergency treatments or procedures, which are certified by a medical practitioner to be necessary the child's safety or wellbeing.

12. Non-disclosure
Where parents/guardians have any cause for concern or complaint, this must be immediately discussed with staff, and where an informal resolution cannot be reached, concerns must be relayed in writing to S. Fugler. Any concerns or complaints must not be discussed with anyone not directly associated with the care of the child or nursery staff. Parents/guardians will not discuss any issues relating to the nursery which may intentionally or accidently negatively reflect the nursery, its staff or ethos, including on Internet message boards, groups and chats rooms, instant messenger services or social media. If breeching this clause, whether intentionally or incidentally, the parent/guardian will be in breech of this contract; which could result in termination of the contract and the retention of the deposit. The Nursery retains the right to pursue legal action against the breeching parties and will seek damages and compensation.

13. Location of the nursery
The location of the nursery may change from time to time, and the provision of this agreement is not tied to a specific location.

14. Variation
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 signed by S. Fugler.

15. 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.

Term and Signatures

Start date of contract: 1st September 2018 **Termination Date of contract**: 31st August 2019

Statement of understanding
I understand that my deposit is not returnable if I do not take up the nursery place in September, and I understand that I cannot give notice during the months of September, October and November 2018. I understand that if I leave the nursery during the period before the 31st December 2017 I will liable for fees for this period and my deposit will not be returned or any time thereafter without giving a month's written notice, my deposit will not be returned. I understand that the location of the nursery may change , but this will not alter my commitment to these terms and conditions, I understand that the groups and age boundaries of the nursery may change, and be different to what I saw during my tour or previous arrangements.

Publicity
Any work, designs, pictures produced by the child whilst at the nursery, or photographs taken can be used in any such publicity material as the nursery wishes. This also extends to comments and feedback, whether verbal or written made by parents. **AGREE** ☐ **DISAGREE** ☐
NOTE: If you disagree – we will NOT allow any photos at all to be taken of your child in the nursery.

Name of Parent/Guardian signing this form: _____

ID number (if Israeli) or Passport number (if a foreign national): _____

Name of Child: _____ Date of birth: _____

Signed: _____ Date: _____