



Sam Fugler, trading as Rainbow Nursery / קשת גן referred to hereinafter referred to as 'the nursery' offer a definite /provisional place to the child named on the registration form, 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 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on submission of the completed registration form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian.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. If the place is taken, the registration fee will become the deposit, and is refunded from the final month's payment. 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 (usually a year), which will be cashed monthly by the nursery.

(ii) Where a cheque is returned by the bank, due to insufficient funds, a 100 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 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.

(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, 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 / Termination**

(i) 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.

(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) Notice must be in served in writing

(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 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-clauses above hereinbefore stated shall not apply.

### **5. 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 The Nursery 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. Failure to comply with this clause shall render the parent/guardian liable to the nursery for whatever sum of monies the nursery decides.

### **6. Late collection fees**

If the child is not collected before the said collection time, a late collection fee applies. 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 will result in the retention of the deposit and written notice to terminate the contract.

**7. 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 will result in immediate termination of the contract and loss of deposit.

**8. 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 your statutory rights.

**9. Provision of milk and nappies**

Parents/guardians are required to provide enough milk and nappies as needed for the child. In situations where an insufficient supply is provided, the nursery will use its own stock supply, and charge 8 NIS per nappy and 15 NIS per bottle. Payment must be made within 2 days, failure to make full and prompt payment will result in the retention of the deposit and immediate terminate the contract.

**10. Other items to be provided by parents/guardians**

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. 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 his appointee’s has 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.

**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 issues must not be discussed with any other persons, including people not directly associated with the nursery, other parents of the nursery, and internet message boards and charts rooms. If breaching this clause, whether intentionally or incidentally, the parent/guardian will be in breach of this contract and such actions shall render the parent/guardian liable to pay damages to the nursery at whatever fee the nursery sees fit, in such incidents; the contract will be terminated immediately, and the deposit retained.

**13. Publicity**

The Parent/Guardian agrees that 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.

**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.

**Signatures**

Name of Parent/Guardian signing this form: \_\_\_\_\_

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

Name of Child: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_