

# The Terms and Conditions | Rainbow Nursery | Short Stay

Version 9, May 2020



Sam Fugler, trading as Rainbow Nursery, referred to hereinafter as 'The Nursery', offers a provisional place to the child named on these terms and conditions, 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 of the child, referred to hereinafter as 'The User'. The headings in this agreement are inserted only for convenience and shall not affect its construction.

## 1. Registration Fee

A registration fee of 500 ILS is payable by The User at the time of signing these Terms and Conditions. This fee is non-refundable unless The Nursery cannot offer the place in line with this agreement. The registration fee is not required to be paid by The User if re-registering with the Nursery

## 2. Deposit

No deposit is taken for short term stays of 3 months or less, as full fees are taken in advance

## 3. Payment of nursery fees

(i) Payment of nursery fees to the nursery for the child's attendance at the nursery shall be made in full, in advance in order to secure the short-term place at the nursery. (ii) No refund or rebate whatsoever is due in relation to the fees paid, whether or not the place is taken up and fully utilised by the user. (iii) In the event the manager deems 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.

## 4. Opening days

The nursery closes for all public holidays and a further three days per year for staff training, and one day in early August. A full list of closure days can be downloaded from the nursery website, updated annually. From time to time the nursery may need to close for essential works, training or relocation. There is no fee reduction applied, the usual month's fees will apply.

## 5. Cancellation

After acceptance of the offer by the user, cancellation is not permitted by the user. If the place is not taken up in accordance with the start date on these terms and conditions, for whatever reason, the fees will be retained by the nursery and The User will not be refunded.

## 6. Termination

The place is terminated on the date specified at the end of these terms and conditions. No other form of formal termination is available for short-term stays at the nursery.

## 7. Non-solicitation of staff

The User 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 user 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 user and the nursery. Failure to comply with this will result in immediate termination of this contract, deposit will be retained and further legal action may be taken.

## 8. 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. Late fees are 40 NIS for every 5 minutes over the said collection time, rounded up. Late fees are payable within 2 days, failure to make full and prompt payment could result in the retention of the deposit and termination.

## 9. Sickness and vaccinations

The child may not attend The Nursery if they are unwell, in accordance with The Nursery policies. Users must comply with the relevant Nursery policies and procedures relating to sickness and undertake to collect their child within 60 minutes if asked to do so by The Nursery. Failure to comply with this clause could result in immediate termination of this agreement and loss of deposit. The User undertakes to provide accurate and honest information about the child's immunisation status, and may be refused entry if a national vaccination programme has not been followed. This is at the sole discretion of the nursery manager.

## 10. 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.

## 11. Emergency medical treatment

It is a condition of the child's attendance that the nursery manager or his/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. By signing these terms and conditions, the user provides full consent for emergency treatment to be authorised by the nursery staff if required.

## 12. Non-disclosure

Where users 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, this includes on Whatsapp and other social media. The User undertakes that he/she will not discuss any issues relating to the nursery which may intentionally or accidentally negatively reflect the nursery, the staff or ethos, including on the Internet, chat groups and chats rooms, instant messenger services or social media. If breaching this clause, whether intentionally or incidentally, the user will be in material breach of this contract; which could result in immediate termination of the contract and the retention of the deposit. The Nursery retains the right to pursue legal action against the breaching parties and may seek damages and compensation.

### 13. Nursery Policies and Procedures

The user undertakes to follow all published policies and procedures of the nursery, and any updates that may be published from time to time on The Nursery's websites and communicated via newsletters. The user undertakes in signing this agreement to use public transportation or travel by foot, bicycle or another sustainable/environmentally friendly mode of transportation wherever possible. If, The User uses a private car, The User undertakes to park or stop the car legally during pick up and drop off, and use designated public parking facilities. The User and any of his or her representatives undertake to communicate in a polite, courteous and respectful manner to Nursery staff at all times. Failure to comply with this clause may result in immediate termination of the agreement and loss of deposit.

### 14. 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.

### 15. 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 user, any such agreement being in writing signed by S. Fugler.

### 16. Acceptance

The above terms and conditions are fair and reasonable. In the event of any term or clause found by a Court to be unreasonable or unlawful, the said clause shall be removed but the agreement shall remain in full force and effect. The user has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

### Term and Signatures

**Start date of attendance:** \_\_\_\_\_

**Last date of attendance:** \_\_\_\_\_

#### Statement of understanding

I understand that my fees are not refundable or returnable if I withdraw or do not attend for any reason whatsoever. I confirm that I have read and understood these terms and conditions.

**Name of Child:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_

**Name of Parent signing this agreement:** \_\_\_\_\_

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

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

**Email address:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_

**Name of 2<sup>nd</sup> Parent (if applicable):** \_\_\_\_\_

**Email address:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_