

# Terms & Conditions: Highfield House Nursery

## 1. Interpretation

1.1. In these Terms and Conditions (“these Conditions”), the following terms shall have the following meanings:

‘Registration Form’ the Registration Form by which details of the Child and the venue he/she wishes to attend are submitted to Aktiva Nurseries Ltd – Highfield House in either hard copy or via an online booking system hosted by Aktiva Nurseries Ltd;

‘Setting’ the setting that the Child is attending, as set out in the Registration Form;

‘The Child’ the Child who will be attending the Setting as specified in the Registration Form;

‘Aktiva Nurseries Ltd’ of the registered office of 256 Martin Way, Morden, Surrey, SM4 4AW;

‘Extras’ any and all extra Services provided by Aktiva Nurseries Ltd, including but not limited to music, languages, extra time and transport;

‘Fees’ the Fees shown in Aktiva Nurseries Ltd brochure or other published literature including online publications relating to the Services from time to time;

‘Location’ the Location of the Setting (including excursions and travelling to and from the Setting);

‘Services’ the provision of the Setting and any Extras for the Child by Aktiva Nurseries Ltd;

‘You’ and ‘Your’ the Child’s parent(s) or guardian(s) as specified in “Your Details” in the Registration Form;

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Supply of Services

2.1. Aktiva Nurseries Ltd shall provide the Services to the Child, subject to these Conditions. By booking and paying the Fee, you agree on behalf of yourself and Aktiva Nurseries Ltd to be bound by these Conditions. These Conditions constitute the entire agreement between Aktiva Nurseries Ltd and you/the Child and may not be varied except in writing by a Director or Senior Leadership Team member of Aktiva Nurseries Ltd.

2.2. Bookings are accepted at the discretion of Aktiva Nurseries Ltd and are not transferable.

2.3. You shall fully complete the Registration Form and at your own expense and supply Aktiva Nurseries Ltd with all necessary information required by Aktiva Nurseries Ltd, in connection with the Services.

2.4. Aktiva Nurseries Ltd may correct any typographical or other errors or omissions in any Aktiva Nurseries Ltd material relating to the provision of the Services without incurring any liability to you.

## 3. Registration Fee and Deposit

3.1 A non-refundable registration fee of £100.00 is payable along with the completion of an expression of interest form.

3.2 Upon confirmation of your Child being offer a place at Highfield House Nursery & Pre-School, £100 deposit payment will be required to secure the space. This will be refunded on their final invoice, provided adequate notice has been given and there are no monies outstanding. Where a space has been offered and the deposit paid, and parents make the decision that a child will not join the setting, the deposit will not be refunded.

## 4. Payment of Fees

4.1. You shall pay Aktiva Nurseries Ltd Fees and any additional sums that are agreed between you and Aktiva Nurseries Ltd for the provision of the Services.

4.2.1 The Fees shall be remitted for the first month prior to joining.

4.2.2 Subsequent Fees are due monthly, in advance of each month's start on or before the first day of each month.

4.2.3 No booking is valid until payment has been received by Aktiva Nurseries Ltd, whether childcare vouchers, bank transfer or card.

4.3. Aktiva Nurseries Ltd does not accept cash payments.

4.4. Aktiva Nurseries Ltd does not accept cheque payments.

4.5. On acceptance of your Registration Form, Aktiva Nurseries Ltd will issue a confirmation. It is important you check this carefully and alert Aktiva Nurseries Ltd of any changes that need to be made.

4.6 Failure to make timely payments may result in:

- The loss of your Child's space.
- A late payment Fee of £20 per Child will be added to the Child's account in the event of the payment not reaching Aktiva Nurseries Ltd by the first of the month of attendance.

4.7.1 If a Child is collected after 18:00 or later than the end of their booked session there is a charge of £1 per minute until they are collected.

4.7.2 We are unable to accept any Child into the nursery before their booked session time starts.

## 5. Rules, Regulations and your Liability

5.1. You agree, to be wholly liable for any and all actions and/or omissions of the Child Without Prejudice to the generality of the foregoing, you shall be liable for any liability, financial or otherwise, or injury or damage to property caused by the Child whilst at the Location, and shall fully indemnify Aktiva Nurseries Ltd, their agents, customers, contractors and/or employees for any loss, damage, costs or expenses resulting from such liability, injury or damage.

5.2. Aktiva Nurseries Ltd reserves the right to make rules and regulations relating to the Child's participation in the Setting ("the Rules"). The Rules form part of these Conditions and will be notified to the Child, parent and carer at the Location or earlier.

5.3. Aktiva Nurseries Ltd - Highfield House Nursery & Pre-School endeavours to be a nut free zone, however we are unable to guarantee it. We are sensitive that some of our Children have allergies and request parents refrain from sending items which may contain nuts to the setting.

5.4 From time to time, we may also request that other allergens are excluded from the setting. Communication will be shared with all parents and carers, if and when necessary.

## 6. Cancellation

6.1. In the event of cancellation by you, two calendar months' notice is required in writing to "Aktiva Nurseries [accounts@aktivanurseries.co.uk](mailto:accounts@aktivanurseries.co.uk) and a copy sent to [sonia@aktivanurseries.com](mailto:sonia@aktivanurseries.com)

6.2. If, for any reason the Child's nursery place is cancelled by Aktiva Nurseries Ltd, the total liability of Aktiva Nurseries Ltd will not exceed the value of the payment made for the period cancelled.

6.3. If you book and have your place confirmed by Aktiva Nurseries Ltd, should you decide to withdraw your request prior to your Child starting at Highfield House Nursery & Pre-School, one months' calendar notice will apply, therefore you will be expected to pay for 1 month.

## 7. Liability

7.1. Except in respect of death or personal injury caused by Aktiva Nurseries Ltd's negligence, Aktiva Nurseries Ltd shall not be liable to you or the Child by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by or negligent or the negligence of our servants, or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by you or the Child, and our entire liability under or in connection with this Agreement, shall not exceed the amount of our Fees for the provision of the Services.

7.2. Where Aktiva Nurseries Ltd provides, in connection with the provision of the Services, any goods or equipment or Services supplied by a third party, Aktiva Nurseries Ltd does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise.

7.3. Aktiva Nurseries Ltd shall have no liability to the Child for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by you, which are incomplete, incorrect, inaccurate or illegible, or arising from the Child's late arrival or non-arrival, or any other fault of you or the Child.

7.4. Aktiva Nurseries Ltd shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of Aktiva Nurseries Ltd's obligations in relation to the

Services, if the delay or failure was due to any cause beyond Aktiva Nurseries Ltd's reasonable control.

7.5. Aktiva Nurseries Ltd reserve the right to alter programmes, activities, itineraries, excursions, age brackets, premises and personnel as it thinks fit and without notice.

7.6. Aktiva Nurseries Ltd will not be bound by any statement unless it is in writing and authorised by a Director of Aktiva Nurseries Ltd.

## 8. Medical and Behavioural

8.1. Any medical, educational, physical or other additional needs (including behavioural/emotional) of the Child known to you must be notified to Aktiva Nurseries Ltd in writing on the Registration Form, and in any event prior to the commencement of the Child joining the Setting. Aktiva Nurseries Ltd reserve the right not to accept your Admission request on the grounds that any such additional needs, that are not conducive to the Child's or other Children's participation in the Setting (such as a requirement for 1:1 supervision).

8.2. In the event that the Child becomes ill or incapacitated during the Service, you agree to medical treatment being given to the Child if required, in accordance with the recommendations of a qualified medical practitioner, including the administration of a general anaesthetic and to surgical operations in case of emergency. All costs incurred by the Company will be passed to the parent.

8.3. If the Child becomes ill or comes into contact with any contagious or infectious disease during the 21 days prior to the commencement of or during the Service, you must immediately notify Aktiva Nurseries Ltd T/A Highfield House Nursery & Pre-School in writing and provide a medical certificate from the Child's doctor giving approval for the Child to participate in the Service.

8.4. It is your and the Child's responsibility to help Aktiva Nurseries Ltd prevent the spread of infectious diseases. Please view our 'sickness and illness' policy, available on the parent notice board, in the foyer.

8.5. On request, you will provide a doctor's letter stating a Child's suitability to participate in the Service.

8.6 It is your responsibility to ensure that Aktiva Nurseries Ltd are informed prior to the Service of any issue or condition that may affect your Child's stay at the Setting. These include, but are not limited to SEND, medical or allergy needs, physical challenges, behavioural, social or emotional needs, communication and languages, Child/family history, to include safeguarding and child protection this is to ensure that Aktiva Nurseries Ltd can make an informed decision about their ability to meet the needs of the Child.

## 9. Jewellery, Valuables, Belongings and Lost Property

9.1. Aktiva Nurseries Ltd will not be liable for any item of jewellery or valuable property brought to the Location by the Child.

9.2. Children must not wear jewellery whilst taking part in physical activities. If a Child is instructed to remove jewellery at any time, Aktiva Nurseries Ltd will not be responsible for its safekeeping.

9.3. Aktiva Nurseries Ltd will not be responsible for any property left at the Location (by the Child or otherwise), and may dispose of any such property if not claimed and collected by you within seven days.

9.4 It is your responsibility to ensure that all and every item of your Child's belongings that are brought into the Setting are clearly named. Aktiva Nurseries Ltd will not be liable for any unnamed items.

## 10. Personal Searches

10.1. Aktiva Nurseries Ltd reserves the right to search any bags and other personal property entering the Setting in appropriate circumstances.

## 11. Smoking and Alcohol

11.1. Possession and consumption of alcohol, tobacco or drugs by anyone at the Location is NOT PERMITTED UNDER ANY CIRCUMSTANCES unless by express written permission by a Director. Please note that if anyone does not adhere to this condition, he/she will be removed from the Service at your expense.

## 12. Publicity

12.1. You acknowledge, unless you have opted out by signing the Optout Photograph/Video form, that Aktiva Nurseries Ltd may use for publicity purposes and without prior notification any photograph or video taken of the Child at the Location, and any statement (whether written or oral) made by you or the Child.

## 13. Child Protection/Safeguarding

13.1. Aktiva Nurseries Ltd will contact the Local Safeguarding Children's Board if we have concerns or in an event of a disclosure.

13.2. There may be occasions when we need to share information about your Child/family. This information will be shared according the guidelines set by the Local Safeguarding Children's Board.

13.3. It is your responsibility to give Aktiva Nurseries Ltd information (name, address and other contact details) of every person who is a parent and/or carer and/or has parental responsibility for the Child. It is also your responsibility to tell us with whom the Child normally lives.

## 14. Force Majeure

14.1. We shall not be liable for any delay in performing or failure to perform motion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation or direction, accident, environmental contamination, pandemic outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement. any obligation (including to action any alteration or cancelation) due to any case beyond our reasonable control including lock-outs, strikes, shortages of personnel, labour disputes, war, riot, act of God, civil com

## 15. General

15.1. See the Aktiva Nurseries Ltd policies and procedures document for all the company policies including, but not limited to complaints, equal opportunities, safeguarding and Health & Safety.

15.2. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.3. This agreement is governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.