

Registration Form



117 Rosendale Road, West Dulwich, London SE21 8HE



020-8655-7000

Please complete this form in **BLOCK CAPITALS LETTERS** and return it to us with a non-refundable Registration Fee of £20 made payable to **Rainbow Smiles Ltd.**

Child's Details

Surname: _____ First Name: _____

Date of Birth: _____ Gender: Boy/ Girl

Address: _____

Post Code: _____

Mother Details

Name: _____

Home Phone: _____

Work Phone: _____

Mobile: _____

E-Mail: _____

Father's Details

Name: _____

Home Phone: _____

Work Phone: _____

Mobile: _____

E-Mail: _____

Attendance Schedule:

Preferred Start Date: _____ Full-time/ Part-Time:

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning					
Afternoon					
Full Day					

NB: A minimum of 2 Full Days or 5 Morning or Afternoon Sessions are required to be taken up for Part-Time Attendance

Transport Survey

As part of Lambeth Council policy to promote more sustainable forms of Transport we are required to undertake a Survey. Lambeth Council has recommended that anyone willing to use any sustainable form of transport be provided preference in our admissions procedure: (Please Tick as appropriate)

Preferred Mode of Transport to Nursery: Walking _____ Bicycle: _____ Bus _____ Train _____ Car _____

Signature: _____ Date: _____

Print Name: _____ Relationship: _____

Note: This Registration Form incorporates the terms & conditions overleaf. Upon signing this form the Parents are deemed to have read, understood and agreed the same.

Rainbow Smiles Terms and Conditions

Rainbow Smiles Limited hereinafter referred to as 'the nursery' offer a 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on submission of the completed registration form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian.

2 Offer Acceptance & Deposit

- (i) In order to accept and secure a offer of provision within the nursery, a deposit shall be paid by the parent/guardian to the nursery. The sum of the deposit will be stated in the provisional offer letter given to the parent/guardian.
- (ii) The deposit is only returnable once the child has started attending the nursery, and two full month's notice in writing is provided to the nursery manager in order to terminate the contract.

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 Bank Transfer into the nursery account..
- (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. The parent/guardian will also be liable for any associated cost in the recovery of the outstanding fees.
- (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 also Summer as well as closing for all other Bank Holidays.
- (ii) The fees payable by the parent/guardian are calculated by taking the annual figure and dividing it by 12 Month's, enabling each month's fees to remain the same throughout the year irrespective of Bank Holidays, The Christmas closure & Training Days, 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) In certain circumstances there can be a change to the above Nursery fee calculation rule, such as:

- (a) Difference in fee rate due to child's birthday.
- (b) Change in monthly attendance schedules.

In such cases the monthly fee will be calculated by multiplying the number of days of scheduled attendance during the course of the month, with the appropriate additional day rate.

- (iv) 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. Free Funded Hours

To receive the Government Free Funded allocation, the parent/guardian must provide and complete all necessary paperwork, before the funded provision is allocated to them which includes but is not restricted to:

- (a) Copy of their child's birth certificate.
- (b) Completed Parent's declaration form
- (c) Completed Government funding Terms & Conditions form.
- (d) For Parent's requiring the additional Government funding: It is the

parent/guardian responsibility to provide all relevant documentation to prove their child is eligible for the extra funding, and ensure that they provide all suitable information in this regard whilst their child is still in receipt of the Government funded hours.

6 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 two calendar month's notice in writing. During that said two 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 two 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 two calendar month's fees in lieu of notice. Failure by the parent/guardian to provide two calendar month's notice or any notice at all shall render the parent/guardian liable to the nursery for two 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 two month's notice as referred to in sub-clause (ii) hereinbefore stated shall not apply.

7 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 twelve 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 Rainbow Smiles Limited (hereafter called '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 Twelve 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.

8 Variations

- (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.
- (ii) It is hereby recognised that the nursery is owned by Rainbow Smiles Limited ('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.

9 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.

Rainbow Smiles Limited

Registered office:

117 Rosendale Road, West Dulwich, London SE21 8HE

Company Registration Number: 6238769

Last Reviewed: 30th May 2017

