

## **The Loughborough Schools Foundation- The Nursery**

### **Cancellation notice and cancellation form**

#### **Contract for childcare services (Parent Contract)**

If your contract with The Nursery was formed entirely by means of distance communication (i.e. by post or electronic communication) without a face-to-face meeting with a member of The Nursery staff, you may cancel the contract within 14 days of the date of acceptance. The place was accepted when you returned the acceptance form with your payment of the Registration Fee.

You have the right to cancel the Parent Contract without giving any reason.

To exercise your right to cancel, you must inform us at The Nursery address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or an email). You may use the attached model cancellation form, or your own wording, if you prefer.

To meet the cancellation, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **Effects of cancellation**

##### **a) Where we have provided childcare services**

If, following your acceptance of a place and payment of the Registration Fee, we provide childcare services to your child, and then you choose to cancel the contract before the 14-day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a proportion of the fees. We will return to you, after deduction of our reasonable costs, the balance of fees and any deposit(s) paid.

##### **b) Where we have not provided childcare services**

If you cancel this contract within the 14-day period and we have not provided any services, we will reimburse to you in full any payment of fees received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel.

We will make any reimbursement due using the same means of payment as you used for payment to us unless we expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

#### **Reimbursement of payments made**

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

**Cancellation form**

**Cancellation of contract**

**To the parents:**

If you wish to cancel your Parent Contract with the Loughborough Schools Foundation within the 14-day period, please notify the Head, by email, or letter, at The Nursery or School address. Below is some suggested wording.

**To the Head of Amherst School**

[• insert School's/The Nursery's address and email address]

I / We hereby give notice that I / we cancel the Parent Contract as set out in:

- the letter of offer;
- The Nursery's *Terms and Conditions*;
- the acceptance form returned to The Nursery on [• 00 month year]; and
- the fees list as detailed in the Admissions Information leaflet.

Name(s) of parent(s): .....

Address(es) of parent(s): .....  
.....  
.....  
.....

Signed: .....

Date: .....