

St Matthews Nursery & Pre-School

Giving children roots to grow and wings to fly

Part A - Contract For Nursery Placement.

The terms and conditions in Part B apply to this contract, please read them carefully.

Child Details

Child's full name (include all given names)	
Child's Date Of Birth	
Child's Gender	
Ethnic Origin	
Religion	
Languages Spoken	
Keywords	
Previous or current setting/environment, address and telephone number	
Which parent/carer does the child normally live with?	
English as a second language?	Yes/No
Early Years Pupil Premium or DAF Code	
9 month working parent funding code	
2 year deprivation funding code	
2 year working parent funding code	
3 year working parent funding code	
Method Of Payment	Invoice Invoice and funding Funding only

Parent Details

Parent 1

Parent's Full Name :	Relationship To Child :
Date Of Birth:	National Insurance Number :
Occupation :	Ethnic Origin :
Languages Spoken :	Home Phone Number : Mobile Number :
Email Address (case sensitive) :	Parental Responsibility? : Yes/No
Home address :	Work Address :

Parent 2

Parent's Full Name :	Relationship To Child :
Date Of Birth:	National Insurance Number :
Occupation :	Ethnic Origin :
Languages Spoken :	Home Phone Number : Mobile Number :
Email Address (case sensitive) :	Parental Responsibility? : Yes/No
Home address :	Work Address :

Emergency/Alternate Contacts If Primary Carers Are Unreachable

Emergency Contact / Authorised Collector (1)	
Full Name	
Relationship To Child	
Contact Number	
Picture Or Brief Description	
Emergency Contact / Authorised Collector (2)	
Full Name	
Relationship To Child	
Contact Number	
Picture Or Brief Description	
Collection Password (if child is to be collected by someone not known to nursery staff)	

Safeguarding

Are there any court orders in place which affect who may collect your child?	Yes/No
If yes, please elaborate :	
Is your child known to social services?	Yes/No
If yes, who is their social worker?	
Social worker contact details	
Do any other agencies have concerns regarding your child's safety?	Yes/No
If yes, please specify :	

Special Educational Needs

Does your child have special educational needs?	Yes/No
If yes, please elaborate :	
Are there any other agencies involved?	Yes/No
If yes, please specify :	
Please list those involved including contact details :	

Medical Information

Child's Doctor

Full Name

Contact Number

Address

Child's Health Visitor

Full Name

Contact Number

Address

Any other professional practitioner that your child may be under

Full Name

Contact Number

Address

Details/Information

Consent

Photographs within nursery

We take photographs of children participating in learning activities to be used in displays around the nursery and in the children's development records. Do you give permission for photographs to be taken of your child and used as mentioned?

Yes _____

No _____

Photographs for external use

We take photographs of children participating in learning activities and share these with current and potential new parents on the nursery website, Facebook page, newsletter and in media accessible to the public for marketing purposes. Do you give permission for photographs to be taken of your child and used as mentioned?

Yes _____

No _____

Outings

Do you give permission for your child to be taken on outings to local amenities such as the park, library, shops and outings which would require hiring transportation?

At all times ratios will be adhered to, risk assessments in place and liability insurance sought for transportation.

Yes _____

No _____

Plasters

On occasion it will be necessary to administer the application of a plaster to your child for minor cuts that may occur during nursery activities, please indicate your authorisation below.

Yes _____

No _____

Suncream

We require your authorisation in order to apply sun cream to your child. Please bring in your child's suncream labelled and in their own personal bag. The first application of this must be made by yourselves before the start of your child's session and when necessary we will continue to apply. If you do not consent to sun cream being applied to your child then please speak to the Nursery Manager to make alternative arrangements.

Yes _____

No _____

Nappy Cream

If required during your child's attendance you agree to nappy cream being applied to your child.

Yes _____

No _____

Allergy and dietary requirements

Does your child have any allergies?	Yes/No
If yes, please give full details	
Does your child have any dietary requirements?	Yes/No
If yes, please give full details	
If you answered YES to any of the above, please state what effect exposure to the allergen or failure to comply with the dietary requirement would have on your child. As far as your aware, would it result in serious harm to your child's health?	Yes/No

Medication requirements

Does your child require any regular medication?	Yes/No
If yes, please give full details	
Please provide any other medical information about your child that you feel we may need to be aware of. For example eczema cream	
Any other information you feel we might need to know about your child?	

Any Other Information

Please use this page to tell us about anything else you feel is relevant to your child's admission to Nursery. For example;
Existing scars, birthmarks, any ongoing medical concerns etc.

Booking requirements

Sessions – Please indicate your preferred sessions.

Preferred Start Date : _____

Session	Mon	Tues	Wed	Thurs	Fri
Full day 8.00am-6.00pm					
Morning Only 8.00am-1.00pm					
Afternoon Only 1.00pm-6.00pm					
Early Start From 7.45am					

Meals	Mon	Tues	Wed	Thurs	Fri
Breakfast (£2.25)					
Lunch (£4.00)					
Tea (£3.00)					
Meals are included in paid sessions. Meals are chargeable for funded sessions.					

Please detail below how you would like your allocated funding sessions to be applied.

Funded Sessions	Mon	Tues	Wed	Thurs	Fri
Non Funded (0 hours)					
Morning Session (5 hours)					
Afternoon Session (5 hours)					
Full Day (10 hours)					

Term time placements are limited and subject to a 50% surcharge on your weekly paid sessions to hold the placement during half term weeks. If you would like to enquire on spaces for this, please contact the office.

For your place to become secure, a non-refundable registration fee of £60.00 is applicable, payable on return of this registration form.

Parental consent

In case of an emergency, I understand that attempts will be made to contact me or the emergency contacts as listed on this form. If I or my emergency contacts cannot be contacted, permission is given to St. Matthews Nursery to secure the treatment, authorise an anaesthetic or injection for my child if needed.

Parent/Carer Signature : _____ Date : _____

In the case of the Manager needing to contact me at any point while my child is attending the Nursery and I cannot be reached; I hereby give permission for the nursery to contact my emergency contacts as listed

Parent/Carer Signature : _____ Date : _____

By signing below, you are confirming that:

1. This application form has been correctly completed to the best of your knowledge.
2. You have read and agree to abide by the terms and conditions detailed in Part B.
3. You agree that you are jointly and severally liable to pay the nursery's fees in accordance with our payment terms
4. You understand that under the general data protection regulations and the information commissioner's office we will not share any of the above information to any persons unless deemed necessary under any safe guarding procedures.

Parent or carer (1)

Parent/Carer Signature : _____ Date : _____ Print Name : _____

Parent or carer (2)

Parent/Carer Signature : _____ Date : _____ Print Name : _____

To be completed by the Nursery

Date form received and checked	
Registration fee paid	
Settling in sessions booked	
Information passed to Head Office	
Funding code eligibility to start from	
Funding form completed if required	
Birth certificate attained	
Proof of address attained	
Information completed on administration numbers	
Added to weekly register	
Added to class numbers	
Getting to know me forms	
Added to dietary list, if required	
New folder completed	
Added to Emergency contact for outings	
Added to meal chart	

Part B - Terms And Conditions.

1. Definitions

1.1 The definitions below apply in these terms and conditions.

- "Child" the child or children who are named in Part A.
- "You" the person, firm or company who purchases services from us.
- "Services" the services of the nursery during sessions indicated in Part A, together with any other services which we provide or agree to provide to you.
- "Us" "we" the nursery named in Part A.

2. Registration fee.

- 2.1 A non-refundable registration fee of £60.00 is required to secure a placement.

3. Formation of the contract.

- 3.1 A contract for the services will be formed between you and us once you have provided a signed, fully completed registration form, a booking fee of £60.00 has been received and we have confirmed the placement to you.
- 3.2 These terms and conditions govern the contract between you and us for the services provided. No other terms apply unless they are in:
 - 3.2.1 A policy issued by us.
 - 3.2.2 A letter signed by us and you.
- 3.3 In the case of uncertainty as to which terms apply, the details set out in this document will apply.
- 3.4 St Matthews operates a policy of 'minimum sessions'. This aids your child settling into the Nursery initially and then optimises maximum development from their time at the setting. You will be encouraged as their parent/carer to visit the Nursery with your child and then attend with them for a couple of days gradually decreasing your time spent with your child at each session. These are called induction sessions.

4. Duration of the contract.

- 4.1 The contract shall last until it is terminated by either you or us giving the other in writing a minimum of two months' calendar notice. For funding only placements a full term's funding block notice is required. However, the contract can, in some circumstances be terminated in accordance with clause 18.
- 4.2 You are liable for all fees during the notice period.
- 4.3 If a parent withdraws their child during the notice period, the fees shall remain payable.
- 4.4 We reserve the right to terminate a Nursery placement with immediate effect if any fees are not paid by the due date or if a parent/carer/child displays abusive, threatening or otherwise inappropriate behaviour. If a start date is postponed by the parent for any reason, we reserve the right to charge from the original start date detailed on the application form.

5. Our obligations.

- 5.1 We will endeavour to use all reasonable efforts to provide the services to you in accordance with these terms and conditions.
- 5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with obligations under the SEN act 2001 or Equality act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 5.3 If we determine in our sole discretion that reasonable adjustments cannot be made for a child and as such, we cannot adequately provide for that child then we shall be permitted to request that you withdraw the child without being charged fees in lieu of notice.

6. Your obligations.

- 6.1 You shall:
 - 6.1.1 Co-operate with us
 - 6.1.2 Provide to us such information as we may reasonably require about
 - 6.1.2.1 The child including

- 6.1.2.1.1 Any known medical condition, health problem, allergy or diagnosed dietary requirement.
 - 6.1.2.1.2 Any prescribed medication.
 - 6.1.2.1.3 Any lack of any vaccination which the child would ordinarily have by their age.
 - 6.1.2.1.4 Any family circumstances or court orders affecting the child.
 - 6.1.2.1.5 Any concerns about the child's safety.
 - 6.1.2.1.6 Your contact details and those of your authorised persons who may collect the child.
- 6.2 You must ensure that these details are accurate and kept up to date by promptly informing us in writing whenever they change.
- 6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do or fail to do, we shall not be liable.
- 6.4 You shall not employ, or attempt to employ, any member of our staff without our consent.

7. Charges and payment

- 7.1 You shall pay the charges as set out within our fees list.
- 7.2 The first invoice will be payable immediately upon registration. Thereafter, all fees are charged monthly in advance and must be paid by cash, bank transfer, childcare voucher, tax free voucher or PayPal. It is the responsibility of you to obtain a written receipt as proof of payment for all cash transactions. No payment shall be deemed to have been made until it is cleared into our bank account. If a payment fails, we may charge a reasonable administration charge of £75.00.
- 7.3 We are not liable for payments made by third parties such as voucher providers, colleges and grant funding.
- 7.4 The fees must be paid for monthly in advance by the 1st.
- 7.5 Where the child is unable to attend but our service remains available, full charges will be due.
- 7.6 Bank holidays are chargeable but the nursery will not be open on these days.
- 7.7 No refunds will be given for sessions missed due to holidays, sickness or bank holidays.
- 7.8 Extra sessions will be charged for at the prevailing rate and must be booked and paid for at least 24 hours in advance.
- 7.9 If applicable a sibling discount of 10% will be applied to the eldest child's fees where two or more children are registered at the nursery for at least 8 sessions per week each. Discounts are only applicable to core sessions booked at the Nursery and do not apply to extra sessions or ad hoc sessions.
- 7.10 Term time placements will be subject to a 50% surcharge on all weekly paid fees in order to hold the placement through non term time weeks without exception.
- 7.11 Failure to meet payments by the due date will result in a late payment charge of £100.00 for each month.
- 7.12 Consistent failure to meet payments will result in the termination of the Nursery placement and in such circumstances the parents will not be entitled to any refund in fees.
- 7.13 If you fail to pay us on time, we reserve the right to;
- 7.13.1 Make an interest charge of up to 2.5% per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of the actual payment of the overdue amount whether before or after judgement. You must pay us the interest together with the overdue amount. In addition, we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sums including legal costs and disbursements.
 - 7.13.2 Suspend all services until payment has been made in full which will include the suspension of the child's place or even terminate the placement permanently.
- 7.14 If you are late collecting your child from their session a late collection charge may be imposed upon the discretion of the Nursery. £20.00 for the first 10 minutes and a further £1.00 per minute thereafter.
- 7.15 Any increase in fees will be notified to you via the parent notice board at least one month in advance.

8. Nursery Closure;

- 8.1 The Nursery will be closed on all Bank Holidays and stipulated days at Christmas. You will be informed of any such dates.
- 8.2 If any event beyond our reasonable control (e.g. fire, flood, epidemic or pandemic outbreak, strike, civil action, severe weather, act of terrorism, war etc) occurs, we reserve the right to close the Nursery and will not be liable for any loss incurred.
 - 8.2.1 If any of such actions occur, we reserve the right to charge a retaining fee to ensure your placement is held while the Nursery is closed.

9. Change of/extra sessions.

- 9.1 A wish to increase any sessions attended will be active immediately where spaces are available.
- 9.2 Should you wish to reduce your sessions for any reason, we require one month's calendar notice in accordance with our change of sessions form in order to effect the change.
- 9.3 Extra sessions can be booked where available and will be invoiced with payment required at least 24 hours in advance of the session.
- 9.4 Term time placement children can attend our holiday club during all non-term time weeks. Bookings must be completed using our holiday club form and paid for at least one week in advance of the sessions booked. No refunds will be given if the session is not attended for any reason.

10. Government funded nursery placements.

- 10.1 If you wish to take up your funded Nursery education placement, you are required to complete and sign a Parent/carer declaration on a termly basis detailing how and when you will take up your funded sessions.
- 10.2 It is the Parent/carer's responsibility to maintain and update their funding code every three months to make sure it is valid.
- 10.3 You will be required to supply a copy of your child's birth certificate and proof of your address such as with a utility bill or driving licence. Failure to provide these may result in your funding entitlement being suspended.
- 10.4 Our charges will not be made in respect of the funded sessions as detailed in the Parent/carer declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any funded session. Please refer to Part A for meal costs.

11. Welfare of the child.

- 11.1 We will do all that is reasonable to safeguard and promote your child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 11.2 We will respect the child's human rights and freedoms which must, however, be balanced with lawful needs and rules of our Nursery and rights and freedoms of others.
- 11.3 Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with your child's health and welfare.
- 11.4 Parents/carers of children who are not potty trained must provide nappies.
- 11.5 Parents/carers should provide sealed formula milk for bottle feeding babies.

12. Accidents and illness.

- 12.1 We reserve the right to administer basic first aid and treatment when necessary.
- 12.2 Parents/carers will be informed of all accidents and will be required to sign an accident form.
- 12.3 For accidents of a more serious nature, all attempts will be made by the Nursery to contact the Parents/carers. Failing this we are authorised to act on their behalf and administer necessary treatment.
- 12.4 We will administer prescribed medications if Parents/carers complete a consent form, however, the first dose must be administered at home. All medicines must be taken home at the end of each day.
- 12.5 We reserve the right to contact the Parents/carers should their child become ill during the day and we require the child to be collected.
- 12.6 If your child has been sent home from the Nursery because of ill health, they will not be readmitted for at least 24 hours. Children prescribed with

antibiotics must take these for at least 48 hours at home before returning to their Nursery placement. If the illness is a communicable illness your child will be unable to attend Nursery until such time as the infection has cleared completely.

12.7 We may ask Parents/carers to withdraw their child if we consider them to be suffering from a contagious disease/infection that may affect the well-being of other children.

12.8 You must notify the setting in the event that a child is absent from Nursery through sickness.

13. Food and dietary requirements.

13.1 We will work with you to provide suitable food for your child if they have any special dietary requirements or any allergies diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that your child does not come into contact with certain foods with support from Parents/carers and external professionals should the need arise.

13.2 We work in conjunction with Nursery Kitchen to provide nutritionist approved tasty food that goes above and beyond national recommended guidance for early years settings.

13.3 Menu's will be available on request.

14. Reporting of neglect or abuse.

14.1 We have an obligation to report to the relevant authorities any suspicions we have that your child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

15. Behaviour management.

15.1 If the Nursery considers your child to be disruptive and/or displaying inappropriate behaviour, we will request you withdraw the child from our Nursery. We will not tolerate Nursery staff being spoken to in an abusive manner by Parents, carers or children.

16. Liability.

16.1 We accept no responsibility for any loss suffered by Parents/carers arising directly or indirectly as a result of the Nursery being temporarily closed or the non-admittance of your child to the Nursery for any reason. This applies to a child's absence including, but not limited to, sickness, holidays, temporary closure or bank holidays. We accept no responsibility for children whilst in the care of their Parents/carers on Nursery premises, for example prior to arrival and after collection.

16.2 We will not be liable to Parents/carers and/or children for any economic loss of any kind for damage to the child's or parent's/carers property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind. It is the Parents/carers responsibility to name and clearly label all items of clothing.

16.3 We will not be liable to Parents/carers and/or children for any personal injury relating to participation in Nursery organised community events. You understand and accept that participation in community events involves inherent risk, including possibility of injury. You authorise the Nursery to seek emergency medical treatment on your behalf if needed. You agree to follow the rules, instructions and guidelines set by the Nursery to ensure a safe and respectful environment for everyone.

17. Data protection.

17.1 We may take photographs and/or videos of your child for promotional or training purposes. If you do not wish for your child to be included in such photographs or videos, please inform us via the registration form Part A.

18. Security.

18.1 Under no circumstance will a child be allowed to leave the Nursery with anyone unknown to the Nursery staff unless previously arranged by the Parent/carer.

18.2 If a Parent/carer has made alternative arrangements by telephone, the Nursery will require the name, address and telephone number of the person permitted to collect the child.

18.3 Proof of identity will be required upon arrival.

18.4 A list of responsible adults who are authorised to collect your child should be given to the Nursery along with a photograph of each.

19. Complaints and concerns.

19.1 Please address any complaint or concern to the manager in charge in the first instance.

19.2 If the matter is not resolved within a reasonable period, please refer to the Nursery owner.

19.3 Please also refer to our complaints policy which shall apply to any complaints received by us.

20. Termination.

20.1 Without restriction the Nursery may terminate the contract without liability for the following

20.1.1 Failure to make payment due under contract.

20.1.2 Abusive behaviour.

20.2 On termination of the contract for any reason;

20.2.1 You shall immediately pay all our outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, which shall be payable immediately on receipt.

21. Agreement.

21.1 Terms and conditions here and detailed on official documentation represent the entire agreement and understanding between Parents/carers and the Nursery. Any other understandings, agreements, warranties, conditions, terms or representations whether verbal or written, expressed or implied are excluded to the fullest extent permitted by the law. We reserve the right to update/amend these terms and conditions at any time and notice of all changes will be given to all Parents/carers via the parent notice board.