

Chestnuts Day Nurseries

ONE COPY TO BE KEPT BY PARENTS AND ONE COPY TO BE KEPT BY NURSERY

Registration Form and Contract (Part A)
 This contract is between Chestnuts Day Nursery, the principal address of which is 39a Harboro Road, Sale M33 5AN and the Guardians of the named child below.

Child's Full Name			Gender	M / F
Address of Child				
	Postcode			
Date of Birth		Age when starting		
Parent/Guardian Name (one)	Parent/Guardian Name (two)			
	Address (if different from above)		Address (if different from above)	
	Relationship to child		Relationship to child	
	Full Legal Parental Responsibility Yes / No		Full Legal Parental Responsibility Yes / No	
Contact Numbers	Home		Home	
	Mobile		Mobile	
	Work		Work	
Email address				
Occupation Work Address				

A non-refundable deposit, equivalent to two weeks fees, has been forwarded to Nursery on The deposit will be refunded from your first month's fees.

I wish to book the following sessions for my child (a minimum of 2 days is required).

Monday	Tuesday	Wednesday	Thursday	Friday	Required start date

How did you hear about us?

I have legal parental responsibility for the above named child. I will provide a original, official document confirming this (birth certificate) and agree that a copy may be kept on my child's nursery file.

I have read, understood and agree to abide by the conditions incorporated in the Terms and Conditions I confirm that all details above are correct and I have received a copy of the Contract and Terms & Conditions.

Signature (parent/guardian one)	Signature (parent/guardian two)
Date	Date

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 a daycare nursery during the days indicated in Part A, together with any other services which we provide, or agree to provide, to you;

“**Us**” the nursery named in Part A.

1.2 A reference to **writing** or **written** does not include emails or text messages.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration and contract form. A non-returnable, 2 weeks fees deposit for which you have received an invoice confirming receipt of this deposit.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in our Nursery Policy & Procedures, Newsletters or other notifications from management.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one full calendar months' notice. However, the contract can, in some circumstances be terminated immediately under clause 18. You are liable for the fee during the notice period.

4. Suspension of the Services

The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19.

5. Our Obligations

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in our Policies & Procedures.

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 their social and moral obligations under the Special Educational Needs and Disability 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 (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) 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:

Notify in writing of any requirements or changes regarding you or your Child

Provide to us such information as we may reasonably require about your Child, such as:-

Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

Any prescribed medication;

Any lack of any vaccination which the Child would ordinarily have by their age;

Any family circumstances or court orders affecting the Child

Any situations at home that may affect the wellbeing of my child.

Any concerns about the Child's safety; and

Your contact details, and those of your authorised persons who may collect the Child.

Any dates on which my child will not be attending Nursery.

You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.

As regards arrivals and departure of a child, please refer to the Nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.

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.

6.2 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract. You are aware that if, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly) employ or otherwise engage the services of any of the Nursery staff who has had contact with your child under this Agreement in the last 6 months, you shall pay the Nursery a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment. This figure represents the costs to the Nursery of recruiting a suitable replacement of staff, legal fees and disbursements.

6.3 You are aware that the Nursery will not tolerate any physical or verbal abuse towards staff and that should your behaviour be unacceptable this agreement will be terminated. The Nursery may end this agreement if, after consultation and a reasonable period time to put the situation correct, you have breached any of the obligations under this agreement.

7. Charges and payment

7.1 I shall pay the charges as set out in Part A or in accordance with clause 19.

- 7.2 Where the Child is unable to attend but our service remains available full charges will be due. There will be no refund for periods where my child's nursery place is unfilled due to illness or holidays. I understand that days cannot be swapped.
- 7.3 We will charge for bank holidays. Nursery will be closed for all Bank Holidays, a week for our December Winter Holiday and a week for an August Summer Holiday. Fees apply for all closures except the August Summer Holiday
- 7.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 7.5 Extra days will be charged for (at the ruling rate) and must be requested in writing, booked and paid for at least 24 hours in advance.
- 7.6 I will ensure that my child is off Nursery premises by 6pm. In the event of late collection of my child, nursery reserves the right to make arrangements for two members of staff to care for my child. In the event that no contact has been made by a parent/carer and after one hour there is still no contact Trafford Strategic Safeguarding Board will be notified and their advice undertaken. After 6 pm I will be charged an hourly rate of £30.00, which will be placed on my next month's invoice.
- 7.7 The charges must be paid monthly in advance, by the 1st day of the month. Fees are calculated on a monthly basis by multiplying the days your child is attending Nursery (within the month) by the daily rate.
- 7.8 All payments must normally be made direct into the nursery bank account. We may agree to payment by cash, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If payments fail, we may charge a reasonable administration fee (currently £15.00).
- 7.9 Nursery reserves the right to increase fees at any time upon giving one calendar month's written notice of the proposed increase to the parent/guardian.
- 7.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
 - a) Make an interest charge of up to 1.5% per cent 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 actual payment of the overdue amount, whether before or after judgment. 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 sum including legal costs and disbursements on an indemnity basis.
 - b) Late fees will accrue a £15.00 admission charge. The amounts outstanding will be charged at £1.00 on a daily basis from the due date until the date of actual payment of the overdue amount is received.
 - c) Non-payment may result in my child not being able to attend Nursery until the situation is resolved.
 - d) I am aware that the Nursery encourages Parents to use any third-party financial support, it is the responsibility of the Parents to ensure that payments made are received by 1st of the month. The Nursery cannot credit your account if the Nursery has not received payment into the Nursery bank account.
 - e) Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
 - f) If you owe us any money, and make a claim against us, we may offset what you owe us against what you are claiming from us.
8. **Termination or Reducing sessions**

You are required to give us one full month's written notice of termination or a reduction in the number of sessions you require. Please inform of the last day your child will be attending Nursery. Please advise nursery where your child will be going.
9. **Free nursery education**
 - 9.1 I am aware that the term after my child becomes three years of age, that my child may be eligible for Free Nursery Entitlement from Trafford M.B.C. On receipt of any monies from Trafford, regarding my entitlement, the Nursery will credit my entitlement to my account on a monthly basis.
 - 9.2 If you wish to take up your free nursery education, you are required to complete and sign a Parent/Carer Contract for Early Education Funding form at the start of each academic school year, detailing how and when you will take up the free sessions. I understand that I am not able to change my funding during the term unless exceptional circumstances agreed by the local authority. Funding is not transferrable to another party during a term.
 - 9.3 Our charges will not be made in respect of the free sessions as detailed in the Contract for Early Education Funding form, but we are entitled to make a Care Package charge for meals or additional activities provided during any free session.
10. **Safeguarding and Welfare of the Child**
 - 10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
 - 10.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
 - 10.3 I consent to such physical contact as may be lawful in accordance 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 the Child's health and welfare.
 - 10.4 Parents of Children who are not potty trained must provide disposable nappies.
 - 10.5 I am aware of the Nursery Behaviour Management Policy, staff will follow a discipline procedure by talking, diverting attention and removing children from situations that are causing stress to themselves or others. Staff will follow behaviour management techniques as seen in nursery Behaviour Policy.
 - 10.6 I agree that if in the reasonable opinion of the Nursery Manager/Proprietor it is considered that the continued presence of my child is detrimental to the health, safety or wellbeing of my child, other children or staff, the Nursery will serve notice or request for my child to be immediately removed from the Nursery.
 - 10.7 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures.

- 10.8 I am aware that unless the Nursery specifically request otherwise, my child should not bring any of their own toys into Nursery. If they do the Nursery accepts no responsibility for any loss or damage to these toys.
 - 10.9 I am aware that the Nursery does not provide storage facilities for children's prams and equipment from home and that the Nursery cannot take responsibility for them.
 - 10.10 I am aware that children's' belongings, including shoes, should be clearly labelled (a laundry pen is a quick and easy way of marking items).
 - 10.11 I am aware that seasonal clothing such as sun hats, raincoats/ wellies should be brought into Nursery on a daily basis.
 - 10.12 I understand that the Nursery may disclose relevant information regarding my child to LEA, NHS and any other professional deemed necessary.
 - 10.13 I will sign my child in and out of Nursery.
- 11. Health and medical matters**
- 11.1 If your Child becomes ill during the nursery session the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor or other health professionals (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
 - 11.2 I authorise the Nursery to administer general first aid including antiseptic creams/wipes, plasters, eye washes.
 - 11.3 In fairness to other children and their families will not bring a sick child into Nursery that is suffering from a contagious disease, which could be passed on to another child during normal daily activities. Runny noses yes, tummy bugs causing runny bottoms - no thank you.
 - 11.4 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. The nursery manager will advise you regarding exclusion requirements due to illness.
 - 11.5 You must notify the nursery manager if the Child is absent from the nursery through sickness.
 - 11.6 If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.
 - 11.7 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. I will complete a medicine consent form if I require the Nursery to administer any medicines/creams/lotions to my child (whether they are prescribed or over the counter medicines).
- 12. Food/dietary requirements**
- 12.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.
 - 12.2 Menus will be displayed for inspection.
 - 12.3 Please do not bring food into nursery, with the exception of baby milk/formula, only food /drinks supplied by Nursery will be offered to children.
 - 12.4 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 13. Reporting of neglect or abuse**
- 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.
- 14. Limitation of liability**
- 14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
 - 14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
 - 14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence. Subject to this clause, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.
 - 14.4 We shall not be liable for any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
 - 14.5 Loss of any profits, or consequential loss; or any other indirect loss;
- 15. Data protection**
- 15.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
 - 15.2 I give permission for my child's photograph and video image to be taken in connection with educational purposes by the nursery staff. These photographs may be displayed on parent/children's display and notice boards, digi frame, in their development file, on the nursery website, and occasionally in the local newspaper. Some of these photographs may be passed onto the parents of the main child in the picture. For security purposes CCTV is operational on the Nursery premises. 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, please inform us in writing of any restrictions you require.
 - 15.3 Any personal data related to You or your Child will be dealt with in accordance with our GDPR privacy notice, which can be found in our reception.
- 16. Security**
- 16.1 Parents are welcome to visit the nursery, but we will not admit anyone without prior notification.
 - 16.2 I agree that it is parents/guardians responsibility to ensure that we are aware of who will be collecting their Child. No Child will be allowed to leave the building with any person other than those identified on nursery 'Authorisation to Collect Form'. If the Nursery is not reasonably satisfied that an individual is allowed to collect my child, the Nursery will not release my child into their care. Please refer to nursery Policies and Procedures.

17. Complaints and concerns

Whilst your child’s experience in the Nursery is a happy one, there may be times when you are unhappy with our service. We hope that you will share your concerns with our Manager, her Deputies, or the Proprietor and we will be able to resolve them. However, if your concerns are not resolved you or The Nursery should contact OFSTED, Piccadilly Gate, Store Street, Manchester M1 2WD Tel: 0300 123 1231. Please address any complaint or concern to the Manager in Charge. Please also refer to our Complaints Policy & Procedure.

18. Termination for breach of contract, or bankruptcy/insolvency

18.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately if:

- a) The other party fails to pay any amount due under the contract on the due date.
- b) The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- c) The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

18.2 On termination of the contract for any reason:

- a) You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.
- b) Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

19. Events that are beyond our control

If any event beyond our reasonable control (e.g. a fire, flood, epidemic or pandemic outbreak, strike, civil action, act of terrorism, war etc.) occurs, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

20. Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

21. Changes to these terms and conditions

We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

22. No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

23. Assignment

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

24. Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

25. Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

26. General

26.1 I am aware that I may view the Nursery Policies and Procedures File and records kept on my child. As this may require withdrawing a Keyworker from their usual duties, arrangements should be made in advance to ensure staff availability.

26.2 I will use the car park, and its marked parking spaces, with consideration to any neighbours or other people using the road or pavement. Every effort will be made not to reverse out on to the highway. Goodwill and the safety of the children are of paramount importance. Please be aware of your speed. Children must be accompanied by parents/guardians at all times whilst in the car park. Users of the car park do so at their own risk. The Nursery will not accept responsibility for damage, accident or loss.

26.3 I am aware that should an event or situation occur which affects the safety of my child, I shall collect my child immediately.

I agree that the above Terms and Conditions are considered to be fair and reasonable. I have read and understand the Terms and Conditions and undertake to be bound by them. I have received a signed copy of this agreement.

Parent/guardian one Name

Signature date

Parent/guardian two Name

Signature date

Signed (on behalf of Nursery) date