

# BOLTON SCHOOL NURSERY

Telephone: (01204) 432144

## REGISTRATION FORM

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1. **Surname of Your Child:**  Boy  Girl

**First Names:**

(Please underline the name generally used)

Date of Birth:

**Proposed Entry Date:**

Please circle sessions required:

Monday	Tuesday	Wednesday	Thursday	Friday
am/pm	am/pm	am/pm	am/pm	am/pm

Proposed Future School/s:

Proposed Date of Entry to Future School:

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**Mother's/Guardian's Title, Full Names,**

**Address (including postcode):**

Occupation:

Mother's date of birth:

Home telephone no.:

Place of work:

Work telephone no.:

Mobile:

Email:

**Father's/Guardian's Title, Full Names,**

**Address (including postcode):**

Occupation:

Father's date of birth:

Home telephone no.:

Place of work:

Work telephone no.:

Mobile:

Email:

Early registration is recommended. Registrations will be considered in the order they are received. The offer of a place is subject to availability. Once a place is offered, a deposit of £250 is payable upon acceptance and before an entry date can be confirmed.

Before signing this form please ensure that you have read and understood the standard terms and conditions attached.

**DECLARATION**

We have read and understood and agree to the terms and conditions set out overleaf. We understand that these will be changed from time to time as circumstances require. We confirm that we have parental responsibility for the child and that no other persons consent is required for the child to attend the Nursery. We request the offer of a place.

Mother's/Guardian's Signature: ..... Father's/Guardian's Signature:.....

Name in full: ..... Name in full: .....  
(Please include all names) (Please include all names)

Date: ..... Date: .....

# BOLTON SCHOOL NURSERY

## STANDARD TERMS AND CONDITIONS

### 1. The Nursery

- (a) **Our Aims:** The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a caring, safe and stimulating environment where all children feel valued, happy and secure. Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that appropriate standards of punctuality, behaviour, discipline and hygiene are maintained.
- (b) **The Child's Health:** Parents must inform the Nursery if the child has any known medical condition or health problem or has been in contact with infectious diseases. Parents must comply with the Nursery's sickness exclusion policy and the child must not be brought to Nursery if unwell.

### 2. Parents Authority

- (a) **Welfare of the Child:** The Parents authorise the Nursery to take all necessary action to safeguard and promote the welfare of their child. Parents consent to the use of such physical contact with children as may be lawful, appropriate and proper for teaching and to provide comfort to a child in distress or to maintain safety and good order. Parents consent also to emergency medical treatment, including surgery and/or general anaesthetic, if certified necessary by a doctor and if parents cannot be contacted in time.
- (b) **Accidents and Loss:** The Nursery and its Manager will not be liable for accidents or loss of property unless caused by their negligence.

### 3. Entry to the Nursery

- (a) **Registration:** Children will be considered for entry to the Nursery when the registration form has been completed and returned to us subject to availability.
- (b) **Offer of a Place:** Parents offered a full or sessional place will be asked to sign the acceptance form and it is then expected that their child will attend the session/s offered at the offered date.

A non-refundable deposit of £250 will be payable for all full, morning or afternoon places when the offer of a place is accepted by the parent. This will be credited without interest to the parents nursery account. In the event of cancelling or changing your child's place to a later start date, written notice of eight weeks must be given and eight weeks fees in lieu of starting or in lieu of cancelled sessions will be charged.

If you defer your place your child's name will be put back onto the waiting list until a suitable vacancy should arise.

- (c) **Standard Terms and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these standard terms and conditions, to the level of fees and to the curriculum and the structure and composition of the groups within the Nursery. Notice of any change will be given as soon as practicable.
- (d) **Termination of the Contract:** As the child reaches the age of 4 years and is due to leave nursery for school we still require 8 weeks written notice of termination.

### 4. Fees and Extras

- (a) **Items Covered:** Fees cover the normal curriculum, meals, snacks and nappies. Extra curricular activities may be charged separately. Fees will not be refunded or waived for absence through sickness, family holidays or bank holidays.

- (b) **Payment of Fees and Extras:** Nursery fees are billed termly in advance and shall be paid by Direct Debit in no more than 4 instalments. Childcare vouchers are accepted but must be redeemed on a monthly basis. A child may be excluded from the Nursery at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. The Nursery is agent only in respect of any goods and services which are supplied by a third party via the Nursery to parents or pupils.

- (c) **Responsibility for Payment:** Fees are the joint and several responsibility of each person who has signed the Registration Form or who has parental responsibility for the child or has paid any fees or who has given instructions to the Nursery in relation to the child.

- (d) **Free Places:** Where all or part of the fees are funded by the Entitlement to Free Early Years provision for three and four year olds, the fee bill will be adjusted accordingly. Parents must pay for any sessions or services provided which are not covered by the funding. If a parent defers from any booked session down to the basic 15 hours free entitlement this request will only be granted if no other child is waiting for increased sessions above the 15 hours. Parents who sign the agreement to accept the nursery education funding hours for 38 weeks must be prepared to pay for the remaining 13 weeks not covered by the entitlement to free early years provision for 3 to 4 year olds.

- (e) **Sessional Hours:** The sessional hours at the Nursery are Mondays to Fridays 7.30 am to 12.30 pm (Morning Session), 1.30 pm to 6.00 pm (Afternoon Session) and 7.30 am to 6.00 pm (Full Day). For insurance purposes the Nursery opening time is 7.30 am and therefore Parents must remain with their child at the Nursery if arrival is prior to this time. The Nursery will usually close for a period of 5 working days over the Christmas period, in addition to the statutory public holidays over the same period.

- (f) **Minimum Sessions per week:** Each child must attend for a minimum of 4 half day sessions per week.

- (g) **Late collections Fee:** A penalty charge of £15.00 for every fifteen minutes over the allocated session time will be made for any early drop-offs and late collections.

### 5. Cancellation, Withdrawal and Fees in Lieu

- (a) **"Notice":** means 8 weeks' written notice delivered to and actually received by the Nursery Manager. No other notice will suffice.

- (b) **Withdrawal:** 8 weeks' notice must be given before the child is withdrawn (including places funded by Entitlement to Free Early Years provision for three and four year olds) or 8 weeks' fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. Provisional notice is not accepted.

- (c) **Termination by the Nursery:** The Nursery may bring the contract to an end by giving parents 8 weeks' written notice.

- (d) **Removal:** Parents may be required to remove the child temporarily or permanently if, because of the conduct of a parent or the child, it appears to the Manager that the continued presence of the child is incompatible with the interests of the Nursery. There would be no refund of fees in these circumstances but fees in lieu of notice would not be charged.

- (e) **Reduction in Sessions:** The Nursery requires 8 weeks' notice, in writing, of any intention to reduce a child's place.

### 6. General Conditions

- (a) **Disclosures:** The Manager must be notified in writing immediately of any changes in family situations, Court orders or situations of risk in relation to the child for which any special precautions may be needed.

- (b) **Child Protection:** The Manager has a duty to report any significant concerns she might have about the safety/well-being of a child to social services
  - (c) **Confidentiality:** Staff will be informed of sensitive issues concerning the child on a 'need-to-know' basis.
  - (d) **Learning/Physical Difficulties:** Parents will be notified if it appears to the Nursery that their child may have learning/physical difficulties. The staff are not qualified to make a medical diagnosis but may be able to assist parents in seeking help from outside agencies.
  - (e) **Equal Treatment:** The Nursery welcomes staff and children from many different ethnic groups, backgrounds and creeds. Similarities and differences are valued and respected and all children are treated equally. The Nursery will comply with the Special Educational Needs and Disability Act and will do all that is reasonable to accommodate the needs of children with disabilities.
  - (f) **Discipline:** The parents hereby confirm that they accept the authority of the Manager and staff to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each child and the Nursery community.
  - (g) **Photographs:** Parents who do not wish their children to be photographed in the Nursery must write to the Manager stating this. Photographs of the children may be used in the Nursery's promotional material such as press releases, the brochure and website. Parents who do not wish their children's photographs to be used in this way should inform the Manager in writing.
  - (h) **Brochure:** Although believed correct at the time of printing, the brochure is not part of the contract. The parents confirm they have not relied on it in entering into this agreement.
  - (i) **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents.
  - (j) **Complaints:** Parents who have cause for complaint in relation to any matters of safety, care or quality of education must inform staff without delay, following the Nursery complaints procedure.
  - (k) **Beech House:** A child at the Nursery is not guaranteed a place at Beech House, entry to which is subject to selective interview, admission requirements, a formal offer and acceptance incorporating Bolton School's Standard Terms and Conditions.
  - (l) **Waiver:** Any waiver of these terms and conditions is only effective if given in writing by and on behalf of the Manager.
  - (m) **Jurisdiction:** This contract was made at the Nursery and is governed exclusively by English Law
7. **Events Beyond The Control Of The Parties**
- (a) **Force majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, closure due to severe weather, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
  - (b) **Notification:** If either the Nursery or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
  - (c) **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 7.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
  - (d) **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 7.2 may terminate this contract by providing at least three working days' notice in writing to the other party.