

Parent Carer Contract and Enrolment Form 2022-23

Please read the Registration Form and Parent Contract very carefully if you wish to register your child for a place to start at Nursery or enrol on our Nursery waiting list.

This document details the agreement, contract between Children First and the parent(s) and/or carer(s) of a child. All relevant documents must be agreed and signed prior to a child being placed on our waiting list. If a place is taken up Nursery settling and starting will be agreed in due course. The contract we be updated and will be uploaded onto the Children-First website to facilitate the safe and effective running of the Nurseries. Our contract has been updated to include current Government guidance on COVID 19 and therefore will vary through the year as guidance is altered during the pandemic.

Hours of Operation: Nursery operates Monday to Friday 7:30 a.m. to 6:30 p.m. in our Buckhurst Hill Nurseries and 8:00 am to 6.00 p.m. at Independent Place Nursery. Nursery closures are for public holidays and during our festive closure and training days. The festive closure varies from year to year including a short day prior to our annual closure. Details of this closure are published in advance. The Nursery may also offer shorter opening hours if we are instructed to close by the Government and or are in Lockdown or a high Tier during the pandemic. There are usually one or two annual team training days before Nursery reopens in January. Children must only attend within their pre-booked session to allow for staff to child ratios unless pre-booked with the nursery manager. Staff will instruct parents arriving early to please wait outside and late parents will be charged a late fee.

Equality, Diversity and Inclusion Policies: We welcome team members, children and families from diverse backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that all cultures, 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 and Equality Act 2010. Reasonable adjustments accommodate the needs of children, applicants and members of staff who have disabilities that we can cater for adequately. On rare occasions we may not be able to meet an individual's needs. We have a zero tolerance policy for any form of discrimination or prejudice at Nursery between children, adults, or directed towards any member of the Nursery community. We are committed to resolve issues with any child, parent or carer to ensure improvements and working in partnership at all times. There may be occasions when we need to take advice from our legal advisors, the Equality and Human Rights Commission, the police, or children's services. If necessary, the incident may be reported to the necessary bodies and/or Children's Services. All of our full policies are available on our website www.children-first.info

Registration and starting at Nursery: Registration and the fee for this, is for enrolment on our waiting list and is non-refundable. We always endeavour to accommodate parent/carer's requirements. Please inform us of changes in your child's starting plans at Nursery. In the event wanted to delay your child's start date you will lose your current place in the waiting list and be moved to the month of your new requested start date. We are unable to guarantee availability at the time of registration. We are able to confirm availability one calendar month before preferred start dates. This is because of the statutory numbers for registration, existing children's patterns of attendance occasionally changing, alongside siblings being prioritised, transitioning for existing children once reaching a stage of development and children changing days due to parent's and carers requirements. The company reserves the right to offer the place to another child in cases of a requested delay date. All children are required to attend a Monday or Friday. This is because the demand for particular days is exceptionally heavy and ensures that we can offer more families the other days they request.

Availability between enrolment date and requested start date may vary. Our Pre-School children leave during each summer to go to school, therefore availability for new starters is significantly stronger during the months of June, July, August and September. The registration fee is non-refundable, contributing to administration time for loading data onto Nursery programmes, liaising with parents and managing a child's place on the waiting list. The fee does not guarantee the start date Parents/Carers have requested. We are unable to defer start dates that have been agreed, due to our waiting list.

In order for your child to start at the nursery parents and carers **must** provide:

- Signed and fully completed Enrolment Form and Contract. Due to our Safeguarding Policy we cannot accept partially completed Enrolment forms, unless the child's details are missing as the parents are pregnant.
- Photographs of parents all authorised collectors and password.
- Birth Certificate.
- Child's Red Book.

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Settling at Nursery: All children are offered up to three settling sessions. We work very closely with parents and carers whilst settling children into the Nursery routine. Very occasionally parents request further settling and due to ratios of staff we offer these on a paid hourly basis. We always follow government guidance and at times when face to face settling in sessions cannot be offered we will offer settling in sessions via zoom.

Nursery Fees and Attendance: Fees are calculated monthly and are payable in advance on 24th of the month by standing order or bank transfer. Fees are payable in all cases of non-attendance, Bank Holidays, training days, and during the Festive closure which varies from year to year. Prior arrangements with the Manager for extra sessions, early drop off or extension of sessions may be available if ratios permit. Respective fees apply. Ad hoc exchange of sessions is not available. A month's notice is provided by email of the annual fee review at Nursery. Parents/carers agree to pay their fees on the due date in a timely manner. This avoids Managers time being taken up in chasing. Manager's role is to continuously develop the Nursery and provide, 'Outstanding,' care and education in Nursery. All children attend either a Monday or a Friday.

FEEE or Early Years Entitlement Grant: Parents must ensure they update their FEEE information and update their eligibility. If a parents eligibility changes they must alert the nursery as soon as possible. In the event of a parent not updating their eligibility and not being entitled to the extended hours they will revert to the 15 hours. Parents must ensure they complete a new FEEE form every term. 'Extras' or Consumables are included in the full session fee but not when a child claims Free Early Years Entitlement. Consumables may include specialist teacher sessions, special events, new experiences, trips, the EYlog, single use resources such as paper or messy play, healthy snacks, meals, fruit and drinks served during sessions attended. A child's fully funded attendance hours do not include the 'extras' or Consumables above, these will be invoiced if a child is receiving their Free Early Years Entitlement, or FEEE, during a session at Nursery. Children must attend at least 2 days per week up to 3 years old and 3 days per week once they receive the FEEE to ensure they benefit from the pre-school curriculum. Head Office may consider requests to attend 2 days. Some attendance patterns are not available for children claiming FEEE. FEEE for 15 hours and the additional 15 hours are funded for 38 weeks. We spread these 38 weeks over the year and deduct hours from the child's account this is known as the extended offer. Once a 5 day child is in receipt of the FEE we remove the 5% discount the Nursery offers full time children. We do not accept FEEE for 2 year olds. The FEEE application date is set by the Local Authority, if a parent chooses to add extra sessions after this date the Nursery is unable to claim the extra hours until the next terms application so the full Nursery fee will be applied. Children must attend the same session at Nursery on each day of their attendance. This enables children to enjoy the provides a settled routine in preparation for transitioning to school. Fees are payable by standing order. The Nursery is unable to cancel standing orders or make changes to them and this is solely the parents responsibility.

Late Payment of Fees and Overdue Fee Charges:

In cases of overdue fees, the Nursery will charge interest and compensation at the rates prevailing from time to time under the Late Payment of Commercial Debts (Interest) Act. This is on any sum, as well as before or after any judgement, not paid by the parent/carers by the due date. The Nursery shall be entitled to charge the parent/carers all and any reasonable costs incurred by the Nursery, whether administrative in terms of unreasonable admin times, collection or legal, in recovering, or attempting to recover, any payment due, by 24th of the month. In respect of collection cost it is agreed by us that the 10% of sum outstanding shall constitute a reasonable cost. It is also agreed that this shall be the agreed liquidated damages in respect of collection costs. A fine of £10 for each working day will be applied to late fees or part late fees from parents.

Refunds: We ask that parents keep overpayments as credits for future payment on their account where possible. In the event of a refund being essential parents will incur a £25 accountant fee. Refunds will be normally be processed on or around the second Friday of the month. All refunds processed after 20th of the month will be processed the following month due to the accountancy schedule.

Late Collections and Early Drop Off: Children attend registered sessions. To receive high quality handovers parents/carers or authorised collectors must arrive at least 5 minutes before a child's session ends, particularly at busy times. If parents/carers think they will be late it is essential to contact Nursery as soon possible. Late collection charge is £10 per 10 minutes or part thereof. Time is always rounded up to the next ten minutes. Nursery reserves the right to make a permanent change of sessions if a child is persistently

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collected after their session ends, or is persistently dropped off early. We can only accept early drop off by prior email request and fee payment due to ratios. Team members will not open the gates to the nursery until opening time to allow for time to set up and prepare breakfast.

Data and Safeguarding: Parents and carers agree to and must provide and update Nursery immediately of changes of their home address, workplace, mobile phone numbers and email addresses together with details in case of illness or emergency. Authorised collector's must be agreed in advance and on the Enrolment Form. Parents can change authorised collectors by making amendments and completing new forms. Passwords are always required. Prior authorisation from parents/carers is always required by email for an authorised collection. Phone calls are not sufficient on any occasion. The Nursery may at times need to share safeguarding information with outside professionals if the need arises. The nursery will always go from advice from social services, local hubs and LADO. All correspondence will be logged on a safeguarding log form.

Use of email address: The nursery will always add parents email addresses to the mailing list and send out weekly catch up emails, details of nursery events and bulletin emails. Email addresses will be bcc'd. it is the responsibility of the parent to update us of changing email addresses. Parents must request for old email addresses to be removed from the email list when they require the removal.

Collection Policy: We cannot let a child leave Nursery unless safeguarded. Children's safety and protection are paramount to our safer Safeguarding Policy as we are legally responsible for children whilst in our care. Passwords and authorised collector's forms and/or an email and images must be provided in advance. A phone call is not acceptable for changes in line with our Safer Safeguarding Policy

Security and Safeguarding: Nursery Safer Safeguarding Policy is very robust. Parents/carers must **not** let anyone else into the Nursery or outdoor learning area at any time. The use of mobile phones whilst on Nursery premises is strictly prohibited and is a breach of both Safeguarding and Parent Partnership Policies. Parents must ensure the gate/door is firmly closed behind them. Parents must adhere to our safeguarding policies at all times and work in partnership with the nursery to support children.

Termination of Contract: Parents/carers who wish to terminate their child's place, must do so by email and provide minimum of 2 months' notice by email. Verbal notice is not accepted. Fees are payable if a child does not attend the Nursery during the notice period. The Contract will be terminated by Children-First with immediate effect, if any of the following apply:

Conduct which upsets the children in our care or is unsuitable for children to witness or hear. Verbal or physical abuse, rudeness, threatening or inappropriate behaviour against Nursery team members or any other person at Nursery. Failure to adhere to our fee policy. Failure to adhere to Nursery Policies, in particular Safeguarding Policy and Parent Partnership Policy.

- Failure to work in partnership with the nursery and actions steps put in place on behaviour and safeguarding logs.
- Displaying any behaviour, activities and opinions that are publically voiced by any families or children which is in breach of our equality, diversity and inclusion policy and seen as a serious incident.

Reduction or increase in days, times or sessions: Email requests for increases in sessions will be accepted for our internal waiting lists and offered as soon as possible. We accept requests by email to reduce session times or amount of days two months in advance to allow Managers time for recalculation and reprogramming. A £25 charge is applied for each calculation that is requested for reduction. This covers the admin costs. A reduction must be for a minimum period of three months. If an increase is requested within the three month period immediately after the change, this will void the reduction request. The sessions that would have been booked before the reduction will be charged and payable in full. These sessions will be added to the invoice along with fees. This is due to the disruption caused in relation requested changes and reversion. This is as frequent changes affect the smooth and effective running of the Nursery, planning of educational programmes. Very high ratios of staff to children across the settings and the significant loss of management time in recalculation and reprogramming the First Steps Programme. Variations of this clause will only be considered by Head Office in very significant hardship cases or exceptional circumstances.

Requests for ad hoc sessions: We will always try to offer parents and carers extra sessions when they request them. Requests for one off additional days must be emailed to the Manager. These are accepted no more than one week in advance due to registers requiring formatting. These are invoiced immediately and must be settled before the session. Extra sessions may become available one day or on the day requested and will be invoiced for payment. Managers are only be able to respond when the requested session becomes

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available. Should Parents or Carers not require the session after sending an email request to the Nursery they must email the Nursery and cancel the request. Once offered and invoiced the session cannot be cancelled and the invoice must be settled by the due date.

Child Sickness Policy and Urgent Parent Contact: Children who are unwell neither benefit, nor enjoy Nursery and risk spreading infection to other children and our team. It's in the child's best interests to be in the care of their parents/carers when ill. It is agreed that a child who is ill with fever, infection, diarrhoea, sickness, communicable disease or other types of illness that may be passed onto others, with the exception of the common cold will remain with parents/carers. Children prescribed antibiotics cannot attend Nursery until they have completed at least 48 hours of medication. Children who have had sickness and/or diarrhoea illness must not attend for 48 hours after a normal stool and/or sickness cease. If a child becomes ill or has an accident at the Nursery, parents/carers will be contacted and urgently collect their child. A permission form for administration of Piriton and Calpol is to be signed by parents before a child starts. These are both used in an emergency. Parents/carers will be contacted in an emergency. If a child is administered either of these products, they must be collected urgently from Nursery. Children who have had Calpol in the morning due to being unwell before attending the nursery must stay at home for 24 hours. Parents must not bring children into nursery if they or someone they live with have been in contact with or are showing signs of Covid-19. The child can return to nursery after a negative test has been received. It is a policy requirement that all parents and staff download the Track and Trace App and inform us of notifications to self-isolate.

Emergency medical treatment: The nursery will offer children emergency medical treatment and call an ambulance if it is needed. The nursery does not accept liability for treatment offered and will always aim to act in the best interest of the child. The Nursery will always alert parents of the course of action and complete an incident form.

Are there other times when children are excluded from Nursery?

There may be other times when children are excluded from nursery to safeguard other children, parents, staff and members of the Nursery Community. Examples of such eventualities are: If the child or close members of their family had been in contact with someone who had a highly contagious and potentially life threatening illness e.g. Meningitis and the child was under observation. If the child or close members had the possibility of coming into contact with a person or people who may transmit a new, unknown or variant of a life threatening virus or illness e.g. SARS, Swine Flu, or new forms of mutating viruses which pose recognised threat of serious illness or death. Exclusion periods would follow advice given by at least one of the following, the NHS, our legal advisors, the NDNA solicitor's advice line, our Local Authority or regulator. In extremely rare cases that a child may show prejudicial behaviour or make seriously offensive comments to another child or team member. We always endeavour to work closely with parents to support their child's understanding of the world. Children may also be excluded from nursery when they do not fall within the lines of our zero tolerance policy for any form of discrimination in terms of our Equality, Diversity and Inclusion policy. The nursery will exhaust all avenues to work with the family first as well as the local authority or other groups. In the event of this not being successful we will exclude the child.

Dietary requirements: It is the responsibility of the parent to ensure the nursery is kept up to date with children's dietary requirements. Any changes to dietary requirements must be communicated in writing. Children will always be offered an alternative if they are unable to eat the meal on the menu. The Nursery is unable to offer food from home due to the allergy implications for other children. Our nursery chefs will always make a fresh alternative if needed.

Reasonable adjustments: The Company provides day care in a mainstream setting with statutory ratios. Every endeavour is made to provide for SEND children and make reasonable adjustments wherever possible within the setting. The Nursery works with the Local Authority to provide the reasonable adjustments required within the setting and the programmes within the child's EHCP and additional budget provided by the Local Authority. Adjustments cannot be made which may have an adverse effect on other children, families or the Nursery.

Events that are beyond our control: If any event beyond our reasonable control (e.g. a fire, flood, act of terrorism, pandemic etc.) occurs, for which we may close the nursery we reserve the right to still charge you for the fees for the time the nursery is closed or a reduced fee if it is available. We will keep you regularly and frequently informed, in such an event.

Personal Property and Belongings: The Nursery is not responsible for losses or damages to any parents, carer's or child's property or belongings including buggies. Every reasonable effort will be made by the

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nursery team to ensure that property or belongings of any parent, carer or child are not damaged. It is parents and carers responsibility to ensure that **all** children's clothing and possessions are labelled. Toys, books and equipment should be left at home.

Holidays and other Absences: Parents/carers must inform us if their child is going to be absent from Nursery. Government legislation in Prevent Duty 2015 and The Serious Crime Act 2015 applies to Nursery safeguarding requirements. Parents/carers must inform us of any absences of four days or more in advance. We are required to report unnotified absences of more than 4 days to the Children's Social Care Team.

Buggy Storage: There is a buggy store at each Nursery. Buggy storage is very limited, to provide precious outdoor spaces. Parents/carers **must** provide a small collapsible 'umbrella' type buggy for the buggy storage. Buggies are left at parent/carers own risk. It is suggested that Parents/carers provide a buggy padlock,

Nursery Photos, CCTV and Videos: Children will have their images and engagement in activities taken daily whilst at Nursery. These are used in developmental evidence of a child's personal learning journey. Children's images are recorded in group situations and children are not always the main subject that will be part of another child's development profile. There are children's images in Nursery, monthly newsletters, weekly catch ups, Facebook page, our blogs other promotional material, social media, our website and newspaper articles. Children's images and video clips may able be used for virtual tours sent out to perspective parents. During special events parents and carers may be given the opportunity to film the event; permission for this will be sought at the event from all parents and carers present. On rare occasions images of children may be reviewed after an accident or incident by senior managers, and shared with team members, insurers, solicitors or the insurers agents and other relevant authorities.

Nursery trips: The Nursery often takes children on trips in the local community to places such as the library, park, forest, shops, woods, care homes and local businesses. The nursery may occasionally use public transport for local trips such as buses and trains. Trips are linked to learning topics, planning and children's development, It is expected that all children attending on the day of a trip with participate.

Transitions to school: The nursery will communicate with local schools and provide records and developmental data to schools when children transition.

Progress check at age 2: The nursery will work with the local authority to conduct a progress check at age 2. The nursery will liaise with community nursery nurse or health visitor and arrange this with the parent.

Nursery Policies: Policies are robust and safeguard children, ensuring safe and effective Nursery practice. Policies are available from Nursery Managers and our website [ww.children-first.info](http://www.children-first.info). Policies are updated periodically, when law changes or as required to facilitate the safe and effective running of Nursery. Parents are notified of significant up-dates, minor changes may not be notified.

Misrepresentations Act 1967: Neither the Contract, Prospectus, Polices, terms and conditions, nor any other documents shall not be construed as containing misrepresentations under the Misrepresentation Act 1967. All statements made in Nursery documents are statements of opinion, given in good faith and believed to be true, but must not be regarded as representations on the basis of which children are registered or take up a place offered at Nursery.

Changes to contact details: Parents must understand that they are obliged and it is absolutely their responsibility to inform the nursery of any changes, even temporary changes, to the address details and contact telephone numbers including those of the emergency contacts and those persons who are authorised to collect.

Agreement between Parent/Carer and Children First: We have the highest expectations for education and care of the children. Signing this contract and our Enrolment Form confirms your agreement to all of the terms and conditions as detailed in this Contract, our Enrolment Form and Nursery Policies. We reserve the right to update or amend this Contract, our Policies and procedures and Nursery opening times without notice should this be required to facilitate the safe, healthy and effective running of Nursery and safeguard children.

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Please email the Nursery Manager with any questions regarding aspects of the Contract, Enrolment Procedures or Policies or our waiting list, prior to signing confirmation of agreements. Please return the documents fully completed including images. I/we understand that this contract is updated at least once a year and we understand that all and any updates of Policy and this Contract apply to us and our child/children.

This contract enables children to be given a place on our waiting list.

We welcome questions or queries as it ensures transparency and develops outstanding partnership.

Parents and Carers confirm they understand the contract when signing below.

Name of Parent/Carer: Signature of Parent/Carer:

Relationship to Child: Date:

Name of Parent/Carer: Signature of Parent/Carer:
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Relationship to Child: Date:

Signature on behalf of Children First.info: *Sarah Barrett* Nursery Director Children-First.info

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REGISTRATION FORM

Name of Child	
Date of Birth	
Gender	
Home Address	
Parental Responsibility	

Parent/Carer Name		Photo
Relationship to child		
Work Address		
Home Address		
Work Telephone		
Mobile Telephone		
Email address		

Parent/Carer Name		Photo
Relationship to child		
Work Address		
Home Address		
Work Telephone		
Mobile Telephone		
Email address		

ATTENDANCE PREFERENCES (Please indicate preferred days and sessions including a Monday or Friday)

MONDAY		Other comments:
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
Please indicate second choice sessions:		
Preferred start date:		
Earliest start date:		Latest start date:

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EMERGENCY CONTACTS/AUTHORISED COLLECTORS

Additional authorised collectors can be added to your child's file at any time.

Name		Photo
Relationship to Child		
Home Address		
Home Telephone		
Work Telephone		
Mobile Telephone		

Name		Photo
Relationship to Child		
Home Address		
Home Telephone		
Work Telephone		
Mobile Telephone		

Collection password for all contacts:	
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GP Name and Address	
Record of Immunisations and Dates:	Diphtheria: MMR: HIB: Whooping Cough: Tetanus:
Details of Health/Medical Conditions	
Dietary Requirements	
Allergies	
Religion/Belief	
Nationality	
Ethnicity	
Languages spoken at home	
Please give details if there is a court order regarding custody or access to your child.	

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Other information we should know	
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