



WIDDEN PRIMARY SCHOOL

NURSERY ADMISSIONS POLICY



DATE APPROVED BY THE FULL GOVERNING BODY:

7th March 2023

REVIEW CYCLE:

Annually

NEXT REVIEW DUE:

February 2024

Rationale

We believe that all young children should have an equal opportunity to access high-quality, Early Years Education. To ensure all stakeholders understand our commitment to equalities and fairness we believe there needs to be clarity with regard to the priorities, criteria and procedures for allocating places at Widden Plus Nursery.

The Nursery admits children aged from two to four years old. Children can join the Nursery from their second birthday and can stay in the Nursery until the end of the summer term after their fourth birthday.

This policy outlines the arrangements into the Nursery only. Admission into the Nursery does not guarantee a child a Reception place at the School; a separate application for a Reception place must be made to Gloucestershire County Council, who will allocate your child a Reception place for the September after their 4th birthday.

Please see our separate Admissions Arrangements for the school, available from the school office or website, for further information on how to apply for a Reception place.

www.widdenprimaryschool.net

1. Aims

The school aims to:

Widden Primary School aims to provide a governor-led nursery experience for children, from age 2 - 4 that is affordable, high-quality and geared towards a smooth transition into Reception class.

The governing body is the admission authority and is responsible for setting the school's Nursery Admissions Policy. This policy is written to ensure fairness and equality for all those intending to begin their education with Widden Primary School.

Admission to Widden Primary School

Children who are enrolled in Widden Plus Nursery will not transfer automatically to Widden Primary School and parents must make a separate application for admission to Widden Primary School. The School will consider all applications solely in the light of its Admissions Policy. Enrolment in Widden Primary confers no advantage or preference.

2. Legal framework

1.1. This policy has due regard to legislation and guidance, including, but not limited to, the following:

Legislation

- Children Act (1989; 2004)
- Adoption and Children Act (2002)

- Children and Families Act (2014)
- Education and Adoption Act (2016)
- Childcare Act (2016)

Guidance

- DfE (2021) 'School Admissions Code'
- DfE (2012) 'School Admission Appeals Code'
- DfE (2019) 'Early education and childcare'
- DfE (2018) 'Early years entitlements: operational guide'

3. Admission Process

Parents/ carers are welcome to apply for a place at Widden Plus Nursery at any point in the year. When a parent/ carer contacts the School Office enquiring about a place for their child in the Nursery, the administration process will be explained. They will be informed whether there is currently a place available for their child and/ or when a place may become available. If a place is available, the parent/carers will be invited to visit the Nursery. If the parent/carers agree to abide by all of the terms and conditions of administration, including the fees and arrangements for payment, they will be asked to arrange an induction visit, and a start date for the child will be agreed. If places are available, children can be admitted to the Nursery at an agreed start date following their second or third birthday. Parents who would like a part time place are asked to state a preference for morning or afternoon. However, the nursery may need to take account of the balance between morning and afternoon places. It may not always be possible to fulfil all parents' requests. Parents will need to accept the place offered in writing and will be asked to provide their child's birth certificate and proof of address.

4. Funding

Free Universal Entitlement – 15 hours per week, term time only, available from the term after the child's third birthday.

- Parents can register their child for a place at Widden Plus Nursery from their second birthday, by completing a Widden Plus Nursery registration form
- All registrations to be considered and places offered to children will follow the criteria outlined below
- Children who are three and four will be offered 15 free hours of nursery education, term time only, subject to availability from the term after their third birthday

- Places will be filled across the year if available, in accord with this Admission Policy

For more information regarding 30 hours childcare per week, please visit:

<https://www.gov.uk/help-with-childcare-costs/free-childcare-and-education-for-2-to-4-year-olds>

Free Extended Entitlement – 30 hours per week, term time only, available from the term after the child's third birthday for families who meet the following criteria:

- Both parents must be working – or the sole parent is working in a lone parent family
- Each parent earns, on average, a weekly minimum equivalent to 16 hours at National Minimum Wage or National Living Wage
- Each parent must have an annual income of less than £100,000
- One/both parent(s) is away on leave (parental, maternal etc.) or one/both parent(s) is on Statutory sick pay
- Parents on zero-hours contracts will be eligible, as are those who are registered as self-employed
- One parent is employed and the other parent has either: substantial caring responsibilities and/or disability; is a foster carer with their own three-and four-year-old children

To register eligibility for a 30hr Nursery Place parents must register on-line at

<https://childcaresupport.tax.service.gov.uk/par/app/applynow>

Only a valid 30 Hours Code will guarantee the funding of the extended 15hrs under this entitlement and it is the parent(s)/carer(s) responsibility to provide this.

Parents will be asked to renew their 30 Hours Code every 3 months

For more information regarding 30 hours childcare per week, please visit:

<https://www.gov.uk/30-hours-free-childcare>

Early Education for eligible children aged 2: Achieving 2-Year-Olds (A2YO) – a targeted offer of 15 hours per week for the most vulnerable 2-year-old children, whose families meet the criteria. Available from the term after the child's second birthday.

- Parents/ carers of children who wish to access a free 2-year-old place should apply to the Local Authority (Gloucestershire) who will confirm eligibility.

- Once the Local Authority have confirmed eligibility with the parent/ carer, we will make contact with the parent/carers to discuss and offer places, if available.
- If there is not a place available the child's name and details will be added to a waiting list and children on the waiting list will be admitted in date of birth order, no earlier than the term after the child's second birthday as this is when funding is allocated.

For more information regarding A2YO's in Gloucestershire, please contact the Family Information Service on 01452 427362 or Freephone 0800 542 02 02 (calls to the Freephone number may be charged, check with your network provider).

Please note that Widden Plus Nursery retains the right to withdraw nursery places with reasonable justification. This includes, but is not limited to, changes in funding formulas and entitlements for eligible children.

5. Oversubscription

5.1. Children who have an Education, Health and Care (EHC) plan will be offered eligible places first. However, Widden Plus Nursery will need to ensure that it has the capacity and resource to safely care for each child with an EHCP.

5.2. The governing body may increase the priority of an application where evidence is provided at the time of application, or on appeal, of an exceptional social, medical or pastoral need of the child, which can be appropriately met by the school.

5.3. The oversubscription criteria, set out in priority order, are as follows:

- LAC or children who were previously looked after but have subsequently been adopted or become subject to a residence or special guardianship order
- Children with a social or medical need who have been referred by a social worker, health professional, educational psychologist or outreach worker
- Children who will have a sibling attending the nursery or the main school at the time of admission
- Children of staff who have:
 - Been employed at the school for two or more years at time the application for admission is made.
 - Been recruited to fill a vacant post for which there is a skill shortage.
 - Children living within the catchment area for the nursery school
 - All other children

5.5. Where there is a tiebreak scenario within the criteria, priority will be given firstly to a child who lives closest to the school based on a straight-line measurement.

Parent Contract and Terms and Conditions follows:

Parent Contract and Term and Conditions

PART A

This contract is between: Widdenden Nursery, Sinope Street, Gloucester GL1 4AW and

the parent of (child's name)

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Session Details	Days and Sessions Attended (please circle)				
	Mon	Tues	Wed	Thurs	Fri
AM Session 08:45 to 11:45	am	am	am	am	am
PM Session 12:30 to 15:30	pm	pm	pm	pm	pm
Lunch session will be charged as extra					
Session fees	£15 per 3 hour session				
Charges for late collection of the child	Minimum charge to be applied £5				
Notice required to terminate this contract	One month (whether it is you or us who wishes the child to stop attending, one month's written notice is required to be given)				

Signed:for and behalf of Widdenden Nursey

Position in nursery:

Signed:parent/carer

Printed name:

Date:

Agreement for payment of fees

Child's name:

Parent's name:

Person responsible for payment of fees

Name:

Address:

.....

.....Postcode.....

Telephone:

Mobile:

Work:

I hereby agree to pay the fees for the above child on the date they fall due

Signed: Date:

Preferred payment method (*circle*):

Cash

Cheque

Other

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 or half days indicated in Part A (*excluding bank and public holidays), 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** includes faxes, email or letter.

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 form and we have agreed a start date.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to you by us,

2.2.2 A policy issued to you by us,

2.2.3 A letter that is signed by both you and us.

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

3. Duration of the contract

3.1 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 (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit and/or registration fee.

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. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

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 2.2 above.

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 to 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

6.1.2.1.1 The child for example:

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

6.1.2.1.3 Any prescribed medication.

6.1.2.1.4 Any lack of any vaccination which the child would ordinarily have by their age.

6.1.2.1.5 Any family circumstances or court orders affecting the child.

6.1.2.1.6 Any concerns about the child's safety and

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

6.2 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.

6.2.1 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.

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, until six months from the end of this contract.

7. Charges and payment

7.1 You shall pay the charges as set out in Part A.

7.2 Charges are due even if the child is absent.

7.3 We will not charge for bank holidays and/or staff training days.

7.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

7.5 The quoted charges are per child, per session

- 7.6 Extra hours (or parts of an hour) will be charged for (at the ruling rate)
- 7.7 The charges must be paid in advance of the week the child will be attending.
- 7.8 You will be required to make payment by cash or cheque, but it is your responsibility to obtain a receipt from the office as proof of payment.
- 7.9 We may increase our charges once per year. We will give you written notice of any such increase **one** month before the proposed date of increase.
- 7.10 Late collection of a child/children may incur charges at the discretion of the nursery staff and will be dependent on whether nursery staff have been previously advised.
- 7.11 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- 7.11.1 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.
 - 7.11.2 Charge you a reasonable administration fee (currently £20.00 and Suspend all Services until payment has been made in full)

8. Reducing sessions

You are required to give us one month's written notice of a reduction in the number of sessions you require.

9. Free nursery education

- 9.1 If you wish to take up your free nursery education, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the free sessions.
- 9.2 Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session.

10. 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 Your consent to such physical contact as may be lawful in accord with good practice, and that is 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 As regards behaviour management techniques and sanctions, please refer to the nursery's Behaviour Policy. Please ask for a copy of it if necessary.

10.6 The nursery uses emergency procedures for accidents, evacuations, incidents, and allergic reactions. Please refer to the individual policies and procedures and ask for a copy where required.

11. Health and medical matters

11.1 If the 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 (including anaesthetic or operation, or blood transfusion) unless you have previously notified us that you object to blood transfusions)).

11.2 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. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.

11.3 You must notify the nursery manager if the child is absent from the nursery through sickness.

11.4 If the child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 24 hours.

11.5 As regards medication, and the administration of it to a child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.

11.6 Please also see clause 6.1.2 on matters we need to be informed about.

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, and parents and children will be able to feed into the review of these.

12.3 No packed lunches supplied by parents for after school/holiday club children will be heated up by us.

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.
- 14.4 We shall not be liable for:
- 14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
 - 14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 14.5 Subject always to clause 14.3, 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.

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 We may take photographs and/or videos of your child for promotional or training purposes only. If you do not wish for your child to be included in such photographs or videos, please inform us by completing the 'parental consent form' given to you on enrolment, or by writing to the nursery manager.

16. Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your child. No child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the child on your behalf.

17. Complaints and concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the Nursery Manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

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 on giving written notice to the other if:
- 18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or

18.1.2 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

18.1.3 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:

18.2.1 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; and

18.2.2 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

19.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, 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.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

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

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

21.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

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.