Terms and Conditions

Updated April 2026 (version under review)

The Registration Form and these Terms and Conditions together form your legal contract with the Nursery.

If you have any queries about these Terms and Conditions or our policies and procedures, please contact the Nursery Manager, Sarah Tuman on 01932 780005.

Registration and Bookings

Registration: To register your child for a place at our nursery you must complete our registration form, ensuring that all information provided on the registration form is complete and accurate. A nursery place is allocated following review and approval of the registration form and receipt of a £200 non-refundable administration fee.

Updates: You must notify the Nursery Manager immediately of any changes to contact details, medical needs, or dietary requirements to avoid emergency contact delays.

Fees and Payments

Monthly Billing: Fees are charged monthly in advance and must be paid by the 14th of each month via internet banking or standing order.

Calculation: Non-funded fees are calculated by multiplying the weekly charge by 51 weeks and dividing by 12 months. Pro-rata adjustments apply for mid-month changes.

Late Payments: A £50 administration fee may be applied for payments missed by the 14th. If fees remain unpaid for 21 days, we reserve the right to exclude the child and terminate the contract.

Absences: Full fees apply for all absences, including sickness, holidays, and bank holidays.

Fee increases: Fees are typically reviewed every September. We reserve the right to review fees at other times to reflect significant increases in operating costs, providing one month's written notice**.**

Discounts: A 10% sibling discount is applied to the elder child where parents pay full fees. St Paul's Catholic College staff receive a 20% discount. Pavilion Nursery staff receive 30% discount on fees

Voucher payments: Where payment is made using a voucher scheme agreed by us (including tax free childcare), you must ensure that we receive appropriate funds under that scheme on or before the first day of the month to which they relate. It is your responsibility to ensure that we receive appropriate funds. We are unable to liaise with your scheme provider.

Government Funding (WPE & FEET)

Stretched Funding: Government funding covers 38 weeks of the year. As a full day care setting, we "stretch" this over the 51 weeks we are open.

Consumables: Funding only covers childcare. We request a voluntary consumable fee to cover meals, nappies, wipes, and additional services. For transparency, your monthly invoice will provide a breakdown of the voluntary consumable fee related to your child's funded hours.

Eligibility & Codes: Parents must provide valid Working Parents Entitlement (WPE) or FEET codes. Codes must be renewed termly and if they expire, full fees will apply.

Mid-Term Transfers: In line with Surrey County Council, we do not transfer funding mid-term unless specific criteria are met. If you leave mid-term, you may be liable for full fees for the remainder of that term.

Required Documents: Funding will not be applied until we receive both the annual Declaration Form and the child's birth certificate or passport.

Funding clawbacks: If Surrey County Council audits the nursery and claws back funding because a parent provided inaccurate information or was ineligible, the parent is contractually liable to reimburse the nursery for that lost funding immediately.

Attendance and Notice Periods

Notice: You must provide one month's written notice to terminate this contract or reduce your child's standard sessions.

Ad hoc sessions: Ad hoc sessions are charged at the full session rate (as set out in our fee sheet), and payment is required at the time of booking. Funded hours cannot be used in relation to payment for ad hoc sessions. If you wish to cancel an ad hoc session, you must provide us with at least 24 hours' notice in writing.

Non-Attendance: If a child is absent for five consecutive sessions without contact, we reserve the right to suspend the placement immediately. In this situation you will need to make a new application and any sessions offered will be subject to availability.

Unforeseen Closures (Force Majeure): If the Nursery is forced to close or is unable to provide services due to circumstances beyond its reasonable control, fees may remain payable in full and no refunds or credits will be issued. Such circumstances include, but are not limited to:

- Extreme weather conditions or "Acts of God"
- Pandemics, epidemics, or local outbreaks of communicable disease.
- Failure of essential utilities, including loss of power, water, or heating.
- Government-mandated lockdowns or instructions from local health authorities.

If your child is unable to attend their usual session due to holidays/illness, this cannot be swapped for an alternative session.

Health, safety and wellbeing

Sickness: To protect staff and all children in our nursery, children with communicable illnesses must stay home until they are clear.

Medical Emergencies: In an emergency, we will call 999 and/or take your child to A&E. By signing this contract you authorise senior staff to sign medical consent forms if you cannot be reached and if a delay in obtaining your signature could endanger the child's health.

High Temperature: If a child's temperature reaches 39°C and we cannot reach you, we will administer a single dose of Calpol/Nurofen where prior written consent has been given. The child must be collected immediately following such an event.

Medication: We only administer doctor-prescribed medication in its original packaging. Children with chronic conditions (e.g., asthma, allergies) will be refused entry if their life-saving medication (e.g. EpiPen/inhaler/insulin) is not on-site.

Parents of children with complex needs will work with the Nursery Manager to create a Health Care Plan.

Allergies and Intolerances: We provide freshly cooked nutritional food on a daily basis. We cater for all dietary requirements. Parents/carers must indicate the specific nature of their child's dietary needs, including any allergies and intolerances so we can ensure that they are met. It is essential that the nursery is informed of any changes to this information.

The Pavilion Day Nursery is a nut free and allergy aware environment.

Sun Protection: We will apply sun protection to your child during warm weather. If your child requires a specific brand due to allergies, you must provide this in a bottle clearly labeled with your child's name.

You must notify us, in writing as soon as possible, of any changes to a child's special diet or medical condition, to ensure all appropriate measures are implemented in the nursery, and required paperwork is updated. Any relevant information from a third party in relation to the child's medical or dietary condition must also be shared with the nursery.

Safeguarding: We are legally required to report significant safeguarding concerns to the local authority and/or Ofsted. In these exceptional cases, we are required to follow the instructions provided by the experts involved.

Opening Times and Late Collection

Session Times

- Morning: 07.30-13.00
- Afternoon: 13.00-18.00
- Full Day 07.30-18.00

Late collection surcharges: £30 for up to 15 minutes, and £50 for 15–30 minutes. The nursery reserves the right to cancel a place if there are repeated instances of late collection.

General

Smoking, vaping, and dogs are strictly prohibited on the premises and car park.

Mobile Phones & Photos: Parents must not use mobile phones on nursery grounds. Personal photography of other children is strictly prohibited.

Abusive behaviour: We do not tolerate, under any circumstances, behaviour which is deemed to be threatening, abusive or violent towards our management or staff teams. Such behaviour may be reported to the police; result in the termination of the Contract or the refusal to allow a person back on any of our premises in the future.

Complaints: If you have any cause for complaint about our nursery or staff, please see our complaints policy.

Staff poaching: If you directly or indirectly employ a member of the nursery staff within six months of the end of their employment with us or permit such person to provide any childcare services to your child except those provided by us, you agree to pay us 20% of that staff member's gross annual salary at the time they left our employment. This figure represents the cost to us of recruiting a suitable replacement.

Insurance: The Nursery maintains extensive public liability insurance. While every effort is made to ensure the safety of children, the Nursery cannot be held liable for incidents occurring outside of its control or where no negligence is proven

Data Protection: We process personal data in accordance with UK data protection legislation to provide care and fulfill legal duties. See our full Data Protection Policy and Privacy Notices on our website.

It may be necessary to adapt our Terms and Conditions to reflect changes in law or new arrangements and fees relating to the provision of the services. We will notify you of changes by email as a supplement to this agreement.

Parent/Carer signature:

Parent/Carer Name:

Date: