# Terms and Conditions

# Updated November 2026

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. *Note that this fee will not be charged as a condition of taking up a funded-only place*

**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 reviewed annually, usually every September. We reserve the right to review fees at other times to reflect exceptional circumstances.

**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 a 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.

**Deposits:** A deposit for 50% of the first month's invoice will be charged and returned to parents when a child leaves the setting. Note that deposits are not required for funded only places.

## Government Funding (Working Parents Entitlement (WPE) & Early Learning for Two year olds (Previously known as 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. Our invoices include a voluntary consumable fee of £13 a day 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.

The consumables fee of £13 a day is broken down as follows reflecting the difference in provision per age group:

| **Consumables £** | **Under 2 years £** | **Over 2 years £** |
|---|---:|---:|
| Food | 5.85 | 6.50 |
| Consumables | 5.20 | 3.25 |
| Extra Curricular | 1.95 | 3.25 |
| Total | **13** | **13** |

Parents wishing to opt out of these charges should arrange a meeting with the nursery to discuss options around this.

**Eligibility & Codes:** Parents must provide valid Working Parents Entitlement (WPE) or Early Learning for Two year olds previously known as (FEET) codes. WPE codes must be renewed termly and if they expire, full fees will apply. At the beginning of each funded period (term), you will need to complete and sign the parental Declaration Form to confirm that funded entitlement can be claimed on your behalf, with relevant copies of identification such as birth certificate or passport.

**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.

## Funded Early Education Terms and Conditions for Stretched Funding

Please speak to the Nursery Manager to discuss the funded hours offered across the year before taking up your place.

If you choose to leave the setting at the end or part way through a funded period, your child may not receive their full year allocation of 570 funded early education entitlement hours, (1140 hours if eligible for the WPE extended entitlement).

At certain points of the year, it may be that we have offered more funded hours than we have been able to claim. In this situation, we will need to invoice you for these additional hours at our standard hourly rate.

If your child starts during a summer funded period and then leaves at the end of the summer period, more funded hours will have been delivered than the term time hours claimed. These additional hours will be charged at our standard hourly rate.

## Funded Early Education

We are registered with Surrey County Council to offer funded early education. At the Pavilion Day Nursery, we offer the following entitlements:

**Early Learning for 2 year olds (formerly FEET)**
Eligible families (who get extra support, like those receiving Universal Credit or children with an education, health and care plan for example). can access up to 15 hours of funded early education and childcare a week. To check eligibility for Early Learning for 2 year olds funding please refer to the following guidance:
https://www.surreycc.gov.uk/children/support-and-advice/families/childcare/help-with-childcare-costs/qualify/feet

**Universal Entitlement (15 hours)**
Available for all three and four year-olds the term after the child's 3rd birthday. There are no criteria attached; parents do not need to apply.

**Working Parents Entitlement (30 hours)**
Available for children from the term after they turn nine months whose family meet specific eligibility criteria regarding their employment status. Children from the term after their 3rd birthday will be able to claim Universal entitlement. This will replace 15 hours of the Working Parent Entitlement (if they meet eligibility criteria) to total 30 hours of funded early education per week.

To check eligibility for Working Parents Entitlement please refer to guidance at Best Start in Life
Parents will need to make an application via Gov.uk to ensure eligibility.

**Reconfirming Working Parents Entitlement Eligibility Codes**
Parents need to reconfirm that they're still eligible every three months. The Department for Education will send parents a text message and/or email to remind them to reconfirm four weeks before their validity end date and again two weeks before if they still haven't reconfirmed. Please note, the Department for Education will not include a link in their text message or email for parents to click on to reconfirm their code (if parents are sent an email asking them to click on a link to reconfirm it is likely phishing). There should also be a secure message in their Childcare Service Account.

Parents will not get a new eligibility code; they'll just get a new validity end date and grace period end date.

**Early Years Pupil Premium**
EYPP provides additional funding to settings to support children's learning and development. This can be used for extra equipment, resources, or additional training for staff. Your child may be eligible if you are in receipt of some income related benefits or if your child is looked after by the local authority, adopted from care, has left care through a special guardianship arrangement or has left care and is subject to a child arrangement order. Further details and criteria can be found on the webpage here Early Years Pupil Premium - Surrey County Council
If you think you may be eligible, complete the EYPP page on the declaration form. You will be asked to sign this form each funded period in order to access your funded entitlement with your early years provider. All you need to do is fill in this page of the form and the nursery will then process the details. Any information you share will be completely confidential and this will not affect any benefits you receive.

**Disability Access Fund (DAF)**
The Disability Access Fund (DAF) is a UK government grant designed to help nurseries, pre-schools, and childminders support disabled children and those with Special Educational Needs and Disabilities (SEND). Please inform us if your child gets DLA and is eligible for DAF funding and we will be able to make a claim for this funding on your behalf.

## Funded only offer

We understand that every family's childcare needs are different, so we offer a **"funded hours only" option** for parents who would like to use their child's funded entitlement without booking additional paid hours.

**If your child is eligible for 15 funded hours:**
You can use 10 funded hours on one day (8am - 6pm) and the remaining 1.17 hours on another day. You will need to collect your child when their funded hours finish, or you can choose to pay for the remainder of the session or day.

**If your child is eligible for 30 funded hours:**
You can use 10 funded hours on two days (8am - 6pm), with the remaining 2.35 hours available on

a third day. As above, you can collect your child once their funded hours have been used, or pay for the remainder of the session or day.

If you would like to find out more about this option or discuss how it could work for your family, please speak to a member of the nursery team or raise a request via our website contact form https://paviliondaynursery.co.uk/Contact-Form/

Please note that if your child is collected after their agreed funded hours without an additional paid session being booked, a **full session charge** will apply.

## 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 will refer to our Safeguarding policy in the first instance in terms of appropriate action. If there is no safeguarding concern, 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 for a short period, due to an emergency or 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 events beyond our reasonable control
- 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

We will take appropriate steps to minimise disruption for parents.

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 the event of a medical emergency, we will take all reasonable and appropriate action to protect your child's health, safety and wellbeing. This may include providing first aid, calling 999 and, where necessary, arranging for your child to be taken to hospital or A&E.

We will make every reasonable effort to contact you, or your nominated emergency contact, as soon as possible. However, if urgent medical treatment is required and a delay in contacting you could place your child's health or wellbeing at risk, we will act in the child's best interests and follow the advice of the emergency services and healthcare professionals.

By signing this contract, you give permission for appropriately authorised nursery staff to seek emergency medical advice and treatment for your child and to take any reasonable action necessary to safeguard their health and wellbeing in an emergency.

We will inform you of any emergency and any treatment or action taken as soon as reasonably practicable.

**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 if it is 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: 7.30am -1pm
- Afternoon: 1pm - 6pm
- Full Day 7.30am - 6pm

**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 the cost 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, excluding statutory consumer rights or other liability that cannot legally be excluded.

**Data Protection:** We process personal data in accordance with the UK GDPR and Data Protection Act 2018 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:

St Paul's Trading Limited, trading as "The Pavilion Day Nursery"

Company Number: 03156851

Registered address:
The Ridings
Green Street
Sunbury-On-Thames
Middlesex
England
TW16 6NX