



Brabyns Nursery Terms & Conditions

Thank you for choosing Brabyns Nursery at Brabyns Preparatory School and Nursery. We value your custom and look forward to working in partnership with you as we build within your child a lifelong love of learning, which will equip them for their individual journey to success.

These Terms and Conditions supersede any previous editions.

Terms & Conditions

1. Definitions

(a) In these terms and conditions:

"child" means a child of whatever age admitted by the Nursery to be educated and includes any child attending the nursery;

"the Complaints Procedure" is the Nursery's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the Nursery and the School website;

"deposit" means the sum set out in the Schedule of Fees to secure a place for your child at the Nursery;

"Fees" means the fees set out in the Schedule of Fees as amended from time to time usually on an annual basis or otherwise;

"Headteacher" means the person responsible for the day-to-day management of the Nursery, including anyone to whom such duties have been duly delegated;

"a months' notice" means notice given not later than the last working day of the month preceding the month to which the notice relates. For the avoidance of doubt, the notice must be received before the last day of the month preceding what will be the child's last month at the Nursery;

"Terms and Conditions" means these terms and conditions as amended from time to time;

"we" or the "Nursery" means the legal entity carrying on as the Nursery as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Form of Acceptance as parent or guardian of a child or who with the Nursery's written consent has subsequently assumed parental responsibility for such child.

(b) The "Nursery" means Brabyns Nursery, a member of the Bellevue Group.

2. Acceptance and Admission Fee

(a) Admission Fee

A refundable admissions fee of £200 is required to reserve your child's place in the nursery. The refundable fee will be refunded to the first nursery monthly bill.

(b) Enrolment

Failure to attend the Nursery after securing a place at the Nursery will result in the payment of a month's fees if a full month's notice has not been given in writing.

3. Nursery Fees

(a) Fees are payable in full one month in advance, due by the first working day of the month to which they apply.

(b) If payment is late a 5% surcharge per week will be charged. No child will be admitted to the Nursery unless fees have been paid in cleared funds.

(c) Additional days can be booked in advance ad hoc for those odd occasions when you require extra days and where space is available.



- (d) Fees are normally increased once a year in September, but the right is reserved to increase them with one month's notice and without affecting any other of the terms or conditions.
- (e) A 10% remission for siblings already in the school
- (g) All the costs incurred in the usual course of the care of a child by the Nursery, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the Nursery. See #13 for information regarding additional services and costs.
- (h) Each invoice for fees must be paid in full seven days before the start of each month. Fees must be paid via bank transfer, childcare vouchers or the tax-free childcare scheme.
- (i) We reserve the right to refuse to allow your child to attend the Nursery while fees or supplemental charges remain unpaid and overdue. Defaulted or late payment will result in additional administration/collection fees and interest as outlined in the Nursery's current Schedule of Fees at the relevant time. You consent to our informing any other Nursery or educational establishment to which you propose to send your child of any outstanding fees and consent (if necessary) to the Credit Control Department of Bellevue carrying out a search (at any time) with a credit reference agency, which will keep a record of that search and may share that information with other businesses.
- (j) Children must attend a minimum of three full days
- (k) The fees will be reviewed from time to time and may be increased by such amount as the Nursery considers reasonable. The Nursery shall endeavour to give at least a month's notice of any increase in the fees but are not obliged to do so.
- (l) There are no reductions in fees for absence, which includes holidays and sickness and we do not allow children's days to be swapped for other days of the week.
- (m) If the Nursery needs to close due to adverse weather conditions such as snow, fees are still payable.
- (n) The Nursery will be open 50 weeks a year closing on bank holidays and main school inset days and from the 25 December until the first working day of the following January.

4. Notice Requirements

You must give a month's written notice if you wish to withdraw your child from the Nursery prior to the 20th April in the year your child would join school; notice must be received on or before the last working day of the penultimate month or pay to the Nursery a month's fees. It is assumed that all children in the nursery will progress to the school.

In the year your child is due to join Reception on 1st September; notice must be given by the 20th April prior to the child moving up to the school and entering Reception. If notice is not given on or before the 20th April in the year your child would join the school a term's school fees are due in lieu of notice.

5. The Parent's Obligations

- (a) It is a condition of your child joining the Nursery that you complete and submit to the Nursery a medical questionnaire in respect of your child. You undertake to inform the Nursery of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the Nursery so requires due to a health risk either presented by your child, by others or because of a virus, pandemic, epidemic or health risk, you undertake to keep your child at home and not permit them to return to the Nursery until the health risk has been averted.
- (b) You undertake to inform the Nursery of any situations where special arrangements may be needed about your child.
- (j) The Nursery must be informed in writing of any reason for your child's absence from Nursery. Please email the Nursery Manager and your child's key person.
- (d) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the Nursery without delay. Complaints should be made in accordance with the school Complaints Procedure.



6. Confidentiality and References

Unless notified in writing to the contrary, you consent to your contact details being forwarded to the uniform suppliers and to other external companies where the Nursery considers this necessary, e.g. for the provision of and access to computer-based learning programmes.

7. Termination, Changes in Ownership etc.

The Nursery shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any fees or administration fee to you if you are in material breach of any of your obligations and have not remedied the same within 14 days of a notice from the Nursery requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).

Either party may terminate this Agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is wound up for any reason. For reconstruction or amalgamation, we reserve the right to transfer the undertaking of the Nursery to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the Nursery with any other educational institution. For the avoidance of doubt, this agreement automatically terminates at the end of your child's Nursery.

8. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the Nursery of any change of address of any person who has signed the Form of Acceptance. Notices that you are required to give under these terms and conditions must be addressed to the Headteacher. Communications (including notices) will be sent by the Nursery to the address shown in its records or Headteacher's email address.

If sent by email, notice shall be deemed to have been given on the date received.

If sent by first class post, notice shall be deemed to have been given on the second day after posting.

9. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

10. Jurisdiction and Governing Law

The contract between you and the Nursery is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

11. Variations

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The Nursery will endeavour to give you a term's notice of any such modifications.

12. Funding

We offer the following funding at Brabyns Nursery:

1. EYFE for 9 months
2. EYFE for 2 year olds



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3. Universal EYFE for 3 and 4 year olds

For children that are attending for the full day in receipt of the 2, 3, and 4 years EYFE Funding, parents have the option to pay for additional services. You will be asked when you begin to use funding at Brabyns Nursery which option you would like to have in place. If at any point you would like to change your mind, please provide us 4 weeks notice of the change. This will then take effect from the beginning of the next clear calendar month.

13. Additional Services

Additional charges for additional services for children who are accessing the 3 and 4 years EYFE funding hours are outlined as follows:

Food/M meal Consumables - £6 per day
Non- Food Consumables - £1 per day
Educational visits, visitors and workshops - priced per visit
School Uniform - priced per item

Parents are free to provide their own food and consumables and none of the above services will be provided as a condition of your child accessing their EYFE place. If you wish to provide your own, please be aware that food must adhere to Brabyns Nursery's healthy eating and allergy policy. If children attend their EYFE session without sufficient food or consumables (i.e food that does not adhere to our policy) then these will be provided by Brabyns at a cost to the parent.

14. Whole Agreement

This Agreement represents the entire understanding between us, and no variation of any terms thereof will be permitted except in writing signed by both parties.

The agreement form attached must be completed and returned to the School Office before the first day of attendance.



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Please complete this form and return it to the School Office before the first day of attendance.

I/We confirm the following...

- ☐ have read and understand Brabyns Preparatory School & Nursery's Terms & Conditions
- ☐ have read and understand the **Terms of Notice** outlined in Section 4.
- ☐ understand that it is my/our responsibility to ensure that the School has received this notice and to ensure that a written acknowledgement is received from the School.
- ☐ accept responsibility for fees (**including fees in lieu of notice as stated above**) and all extras ordered and provided as outlined in Section 4.
- ☐ acknowledge and agree that the terms and conditions attached as varied from time to time form part of the contract between me / us and the School.
- ☐ agree our child/ren shall observe and be bound by the School's Policies and Procedures, as varied from time to time.

We acknowledge and confirm that the company reserves the following rights namely:

1. **Unpaid fees:** In the event of due fees remaining after four weeks from the due date, 15% of the outstanding amount will be added to the fees. The school reserves the right to refuse the Pupil admission to the school until such fees are paid. The exercise of this power will not affect my/our liability for the payment of the outstanding amount, nor will I/we be deemed to have withdrawn the Pupil.
2. **Misconduct:** The Company may at its absolute discretion require the removal of a pupil without a term's notice if they have been found guilty of serious misconduct. In this event no claim shall arise for the remission or return of any portion of the fees payable for that term.
3. **Standards:** The company may terminate the Pupil's attendance in the event of their failure to maintain the general or academic standard required by the Headteacher. In this case at least one term's notice will be given by the Company.

The signatures of parents or guardians constitute acceptance of the terms and conditions stated and that I/we on my/our part will conform to the aforementioned Rules and Regulations in so far as the same affects parents / guardians and are notified to us.

Name of Child: _____

Signed (Parent/Guardian 1) _____ Date: _____

Signed (Parent/Guardian 2) _____ Date: _____