

Terms and Conditions

Understanding Our Services and Policies

For Pepperberry Day Nurseries Limited &
Auckland House Day Nursery

About Pepperberry Day Nurseries Limited & Auckland House Day Nursery

Our commitment to quality care



Hello, I am Emma Jones, Nursery Manager at Pepperberry and Head of Early Years for Pepperberry Day Nursery and Auckland House Day Nursery based at Auckland College Independent School in Liverpool.

I am proud to lead a passionate and skilled team, overseeing the daily operations of our setting to ensure we deliver exceptional care and education for every child in our community. My role is broad and hands-on—I manage staff, support professional development, oversee parent's childcare finances, and ensure we're always meeting (and exceeding) regulatory standards set by both government and local authorities.

I have worked in Early Years for over two decades, and that time has given me a deep understanding of how children learn, develop, and thrive. I've held a range of roles across the sector, and each one has strengthened my belief that high-quality early education is the most important investment we can make, not only in children's futures, but in society.

As a mum of three grown-up children myself, I know first-hand how important the early years are. That personal insight, combined with professional experience, drives everything I do. I work hard to build nurturing, stimulating environments where children feel safe, happy, and confident places where they're encouraged to explore, to enjoy learning, and to grow as individuals.

At Pepperberry Day Nurseries and Auckland House, our ethos is simple but powerful: Learn, Enjoy and Flourish. It's a phrase I hold close, and one that shapes every decision I make as a leader. Whether I'm supporting staff wellbeing, refining our curriculum, or working closely with families, I always return to those three words as a guide.

I am passionate about creating spaces where children, families and staff feel valued, supported and inspired and I'm committed to making sure our early years settings continue to be places of excellence, inclusion, and joy.

Kind Regards

Emma Jones

Pepperberry Day Nursery Manager & Head of Early Years
Pepperberry Day Nurseries Limited
Auckland House Day Nursery



Terms & Conditions

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1. Introduction

1.1. These Terms and Conditions form the basis of a legally binding contract between you, the Parents, and the Nursery, for the provision of nursery services and childcare.

1.2. The Nursery's policies, rules and regulations, Prospectus and the website do not have contractual effect but will govern aspects of your relationship, and your child's relationship, with the Nursery.

1.3. The Nursery draws your particular attention to the rules relating to Fees and Notice (sections 5, 7 and 13).

1.4. You are urged to read these Terms and Conditions and all documents referred within them carefully before indicating your acceptance.

2. Definitions

In these Terms and Conditions, the following words and phrases will have the following meanings:

2.1. "Nursery", "we", or "us"

Means the legal entity called company operating Pepperberry Day Nurseries Ltd and Auckland House Day Nursery.

2.2. "Parents", "You"

Means any person who has signed these Terms and Conditions. The Parents are jointly and severally liable for complying with these Terms and Conditions

2.3. "Registration Fee"

Means the non-refundable one-off sum payable on submission of the Registration Form to the Nursery as set out on the Schedule of Fees each year.

2.4. "Board"

Means the board of directors of the Nursery.

2.5. "child"

The child of the Parents or Guardian to whom childcare is, or is proposed to be, delivered under these Terms and Conditions.

2.6. "Deposit"

Means the sum payable to secure your child's place at the Nursery set out on the Schedule of Fees each year and which is refundable in accordance with clause 3.5.

2.7. "Fees"

Means the annual cost for the Nursery's provision of childcare payable by the Parents to the Nursery.

2.8. "policies, rules and regulations"

Means the Nursery's published policies, rules and regulations which govern yours and your child's relationship with the Nursery.

2.9. "Pre-Prep"

Means the stage of the Nursery offering education and childcare to children aged 3 and 4.

2.10. "Prospectus"

Means the Nursery's booklet setting out details of the Nursery to prospective parents and pupils whether printed or electronic.

2.11. "Registration Form"

Means the application form for entry to the Nursery to be completed by Parent.

2.12. "Requested Service"

Means the hours and schedule of childcare to be delivered to the child as agreed between the Nursery and the Parents.

2.13. "Schedule of Fees"

The schedule published annually by the Nursery setting out the Fees, Administration Fee and Deposit. Subject to inflationary increases.



2.14. “Supplemental Fees”

Means any and all charges that are not included in the Fees including, but not limited to, extra-curricular activities, additional equipment and any charges applied due to your child causing damage to the Nursery or any of its property.

2.15. “Terms and Conditions”

Means these terms and conditions, as amended from time to time.

2.16. “Welcome Pack”

Means the pack of documents provided by the Nursery to the Parents containing the Registration Form, policies and details of fees.

2.17. “Withdrawal Fee”

Means one full month’s Nursery Fees.

3. Admission and the Deposit

3.1. Applications for the Nursery should be completed on the Registration Form and submitted to the Nursery along with any supplemental information that may be listed in the Registration Form.

3.2. The Registration Fee will become payable prior to the Registration Form being submitted to the Nursery.

3.4. If your child is due to start at the Nursery within three (3) months of the Offer Letter being issued, the retention fee is payable within 14 calendar days of the Offer Letter being issued. If your child is due to start at the Nursery more than 3 months after the Offer Letter is issued, the Retention fee will be payable on the date that is 3 months before the contractual start date.

3.5. Parents are required to indicate the preferred start date for their child on the Registration Form. We appreciate that plans can change and so the Nursery will try to accommodate a change to the start date providing the Parents notify the Parents of the new start date at least twelve (12) weeks before the new start date or

the original start date (whichever is earlier). If Parents wish to change the start date again, the Nursery will try to accommodate the change providing the aforementioned notice is given, however one (1) months’ Fees will become immediately payable as a debt to the Nursery.

3.6. The Retention Fee will be held in the Nursery’s general funds until it is either:

- 3.6.1.** credited without interest to the final payment of Fees or other sums due to the Nursery when your child leaves the Nursery (including Supplemental Fees);
- 1.2.2.** refunded to you after your child leaves the Nursery subject to payment in full of all sums due to the Nursery (including Fees and Supplemental Fees) provided that all of the Nursery’s materials have been returned.

3.7. On your request, a Retention Fee may be retained by the Nursery and credited to another child’s account.

3.8. You agree that the Nursery may inform any other of your child’s schools or educational establishments to which your child is proposed to attend if any Fees, Supplemental Fees or other charges are unpaid.

3.9. You will be asked to complete a medical declaration for your child, and that document will not form part of these Terms and Conditions.

4. Withdrawing Acceptance of a Place and Return of the Deposit

4.1. If you wish to withdraw acceptance of your child’s place at the Nursery before their start date, you must notify the Nursery in writing, either by letter or email, at least 12 weeks before your child’s intended start date.

4.2. If you withdraw acceptance of a place at the Nursery, the retention fee will not be refunded to you.



4.3. Any increase to the amount of the retention Fee refunded stated in section 2 is at the Nursery's sole discretion and should not be expected.

4.4. A request for refund, should notify the Nursery in writing. The nursery will then issue a standard refund form. Once a signed copy is received, then payment will follow 30 working days after the company's financial year end (31st August).

5. Fees

5.1. Fees are set out in the fee sheet provided to you. They are subject to booking patterns and your child's age.

Consumable charges are an optional extra at parents' discretion.

We may review your fees at any time or amend the way we calculate fees to comply with the Local Authority Service Level Agreement.

Any discounts applied to fees, does not constitute a variation of this contract.

Our annual fee increase will be 1st June 2025 following Department of Education changes.

The nursery policy will change to our annual nursery fee increase 1st April effective from 2026 onwards

5.2. The Parents jointly and severally agree to pay the Fees, the Supplemental Fees and any other charges under these Terms and Conditions directly to the Nursery as they become due.

5.3. Monthly Fees will be invoiced and must be paid in advance before the **first day of each month** to which the invoice relates.

5.4. Fees are payable for bank holidays even if the Nursery is closed.

5.5. You will be notified of any Supplemental Fees or other charges owed to the Nursery by the issuance of an invoice. Such charges are payable in accordance with the terms of the invoice.

5.6. If you wish to dispute an item on an invoice you should notify the Nursery in writing immediately, and the remainder of the invoice will remain payable in accordance with the terms of the invoice.

5.7. You agree that any payment received from you can be allocated to any unpaid Fees or charges for any of your children at the Nursery's sole discretion. Should payment received for Supplemental Fees relating to an activity or material be allocated to earlier unpaid Fees or charges, that payment will not satisfy the charge for the activity or material and your child may not be permitted to take part in the activity or receive the material until further sums are received.

5.8. Any sum paid to the Nursery that is less than the amount due and owing may be accepted by the Nursery on account only.

5.9. The Nursery may, at its sole discretion, accept sums from third parties provided that the Nursery is satisfied with the identity of the payer and the source of the funds in advance. Acceptance of sums from third parties will not remove the Parents' liability for any other due and owing sums or any future sums.

5.10. Fees and Supplemental Fees will not be reduced, refunded or waived if:

5.10.1. your child is absent due to illness or otherwise.

5.10.2. a Nursery Day is shortened.

5.10.3. the Nursery is temporarily closed due to risks posed to Pupils.

5.10.4. your child spends any time out of Nursery due to poor behaviour.



10.3. Any Parents not living in the UK, or who may be outside the UK for longer than 24 hours at any time, must appoint a caregiver for their child that is resident in the UK and whom the Nursery can contact in relation to any aspect of the child's education, childcare or wellbeing during the Parents' absence from the UK.

6. Childcare Vouchers

6.1. The Nursery accepts government funded childcare codes.

6.2. Parents are responsible for applying for their codes in accordance with the government scheme and must submit the code to the Nursery by 4 weeks before your child starts at nursery or the term starts.

6.3. The Nursery will not accept any responsibility for invalid codes and reserves the right to invoice Parents for the full Fees for the relevant month if no longer eligible.

7. Late Payment

7.1. Interest will be charged on any Fees, Supplemental Fees or other charges which remain unpaid after the date payment is due (1st) Interest will accrue on the overdue sum from the due date until the date of payment.

7.2. Interest will accrue daily at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

7.3. The Nursery reserves the right at any time to refuse to allow your child to attend the Nursery or to withhold information or property while Fees remain unpaid. Exclusion under this section is not a disciplinary matter. If your child is refused to attend the Nursery under this section 7.3 for a period of 28 days or more:

7.3.1. your child will be deemed to have been withdrawn, and their name will be removed from the Nursery's roll.

7.3.2. the Withdrawal Fee will become due and payable; and

7.3.3. these Terms and Conditions will terminate with immediate effect except those terms capable of subsisting which shall remain in full force.

7.4. The Nursery reserves the right at any time to refuse to allow your child to participate in extra-curricular activities while Supplemental Fees or other charges under these Terms and Conditions remain unpaid.

8. Changes to the Requested Service

8.1. Parents can request a variation to the Requested Service by writing to the Nursery with the new proposed schedule and hours.

8.2. Parents are required to give at least one months' notice written notice of any requested changes. If less than one month's notice is given Fees will be payable according to the schedule of childcare immediately preceding the change for one month.

8.3. No variation is to be deemed to be effective until agreed by the Nursery in writing.

9. The Nursery Obligations

9.1. The Nursery will exercise reasonable care and skill in respect of your child's childcare and wellbeing while they are in the Nursery's care.

9.2. The Nursery will organise and deliver the curriculum in a way which is most appropriate to the Nursery community, in the Nursery's sole discretion.

9.3. The Nursery will comply with all laws as they apply to it.



10. Parents' Obligations

10.1. Parents are expected to cooperate with and support the Nursery and not adopt a position that is contrary to the Nursery's values and ethos.

10.2. Parents must provide any information requested by the Nursery promptly and in full and must keep all information up to date.

10.3. Any parents not living in the UK, or who may be outside the UK for longer than 24 hours at any time, must appoint a caregiver for their child that is resident in the UK and whom the Nursery can contact in relation to any aspect of the child's education, childcare or wellbeing during the Parents' absence from the UK.

10.4. At all times Parents are expected to treat staff at the Nursery with respect.

10.5. The Nursery will not tolerate inappropriate behaviour of any kind from Parents including, but not limited to, sending an unreasonable volume of emails or telephone calls, using abusive, threatening or otherwise inappropriate language to staff, conducting themselves in a way that may have the effect of intimidating staff, children, or other parents.

10.6. If the Nursery identifies any inappropriate behaviour of any kind, it reserves the right to issue communication strategies or ban you from the Nursery premises.

11. Nursery Policies, Rules and Regulations

11.1 The Nursery will determine its own policies, rules and regulations and these will be available to you.

11.2. It is a condition of attending the Nursery that you comply with all policies, rules and regulations.

12. Property

12.1 Parents are responsible for insuring personal property whilst at Nursery or on the way to Nursery.

12.2. The Nursery does not accept any responsibility for any damage or loss to personal property.

13. Notice to Withdraw Your Child From the Nursery or Activities

13.1. Providing your child meets any admission criteria, your child will automatically progress from the Nursery to the Pre-Prep unless you provide notice to the Nursery that you wish to withdraw your child from the Nursery in accordance with this section 13.

13.2. If you wish to remove your child from the Nursery at any time, you must give the Nursery at least one month's written notice.

13.3. If your notice is not delivered to the Nursery in accordance with section 13.2 the Withdrawal Fee will become immediately due and payable as a debt owed to the Nursery.

13.4. Any unpaid Supplemental Fees or other charges due will also become immediately due and payable as a debt owed to the Nursery.

13.5. The Retention fee will be credited to the amounts owed under sections 13.3 and 13.4.

13.6. If the required notice is given, the Supplemental Fee will be refunded to you unless it has already been paid to a third party engaged to conduct the activity. If you give the Nursery less than the required notice under section, the Supplemental Fee will not be refunded to you.

14. Termination by the Nursery

14.1. The Nursery may terminate these Terms and Conditions:

14.1.1. In accordance with section 7.3;

14.1.2. On giving one month notice to you. The Nursery will not rely on this section 14.1.2 without good cause and without prior consultation with you. Termination under this section 14.1.2 will result in the Retention Fee being refunded to you less any outstanding Fees, Supplemental Fees or



other charges.

14.1.3. On giving reasonable notice to you if the Nursery is unable to provide all or a significant proportion of the childcare services to your child.

14.1.4. Immediately if your child has unexplained unauthorised absence from Nursery for a period of three (3) weeks.

14.1.5. If you provide inaccurate, misleading or fraudulent information on the application form. If you are unable to pay your debts as they fall due, are the subject of a bankruptcy petition or order, or you enter an individual voluntary arrangement (known as an IVA); or

14.1.6. You commit a material breach of these Terms and Conditions.

15. Indemnity

15.1. You will indemnify the Nursery in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Nursery including legal expenses and professional fees in relation to:

15.1.1. Any steps taken by the Nursery in recovering or attempting to recover any unpaid Fees, Supplemental Fees or other charge owed to the Nursery.

15.1.2. Any payments made by the Nursery to a third party on behalf of you or your child.

16. Data Protection

16.1. When dealing with personal data under these Terms and Conditions, for the purpose of the UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018 (together “the Data Protection Legislation”), the Nursery will be a data controller (as defined in the Data Protection Legislation).

16.2. The Nursery will comply with its obligations as a data controller as set out in the Data Protection Legislation.

16.3. Parents are encouraged to read the Nursery’s privacy notices.

17. Complaints

17.1. Any complaints about the Nursery should be raised in accordance with the Nursery’s complaints policy.

18. Force Majeure

18.1. A “Force Majeure Event” is an event beyond the reasonable control of the Nursery or Parents and may include acts of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of disease epidemic or pandemic.

18.2. If either you or the Nursery are prevented from, or are delayed in, carrying out their obligations under these Terms and Conditions by a Force Majeure Event, that party shall immediately inform the others and will be excused from complying with those obligations while the Force Majeure Event continues.

18.3. If a Force Majeure Event continues for 120 days or longer either party may terminate these Terms and Conditions by giving one month written notice to the other party.

19. Miscellaneous

19.1. All notices given under these Terms and Conditions must be given to the receiving party in writing, either by letter or email to the following address, or any other address as notified to the parties from time to time:

19.1.1. To the Nursery:

·By post: Cygent Court, Hawthorn St, Wilmslow SK9 5EL

·By email: emmajones@aucklandcollege.com

19.1.2. To the Parents:

·By post: To the address stated on the Registration Form.

·By email: To the email address stated on the Registration Form.



19.2. These Terms and Conditions have been drafted in plain language and aim to be as clear and transparent as possible. If any single word or combination of words or sections infringe consumer rights laws or any other laws, they will be replaced with words that give as close to the original meaning as may be fair. Nothing in these Terms and Conditions affect your statutory rights.

19.3. These Terms and Conditions are personal to you, and you may not assign or transfer these Terms and Conditions to anyone else.

19.4. The Nursery may assign or transfer these Terms and Conditions to a successor nursery or educational institution.

19.5. These Terms and Conditions, the policies, rules and regulations, Prospectus and the website are subject to change from time to time. The Nursery will use reasonable endeavours to give you advance notice of any variations.

19.6. Unless expressly stated in these Terms and Conditions, its terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.7. These Terms and Conditions constitute the entire agreement between you and the Nursery and supersedes and extinguishes all previous agreements, promises, representations and understandings, whether written or oral, relating to the content.

19.8. These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

19.9. The Nursery and the Parents irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

Please indicate your acceptance of these Terms and Conditions by signing and returning the attached copy.

.....
Signed for and on behalf of Pepperberry Day Nurseries Ltd

.....
Signed by(name)

.....
Signed by(name)