

TERMS & CONDITIONS

At Flying Start Nursery & Pre-school we aim to provide the best care and education for your child. In order to do this, the following Terms & Conditions must be adhered to. These terms form part of the contract between Flying Start Nursery Ltd and you, the Parent/ Guardian in relation to the place available to your child at the Nursery.

Definitions:

'Nursery' - Flying Start Nursery Ltd, Gloucester House, Market Place, Fairford, GL7 4AB.

'Contract' - These Terms and Conditions and the Child Registration Form.

'Parent/ Guardian' - The person or persons signing the Child Registration form as Parent/ Guardian.

'Session' - A five-hour session of care from 8 am to 1pm or 1pm to 6pm.

'Schedule of Fees' - A list of all session fees and additional costs associated with the care of your child.

General

1. The Nursery operates from 8am to 6pm every day of the year, excluding weekends, bank holidays, and from Christmas Day to New Year's Day (inclusive). A Breakfast Club is also available (depending on demand) from 7.30am (all services offered by the Nursery must be pre-booked).
2. The Nursery operates two sessions per day. Minimum attendance is for two sessions a week.
3. Attendance is strictly between the published hours; late pick-ups may be charged for (see Schedule of Fees).
4. The Parent/ Guardian is responsible for ensuring all the information provided on the Child Registration Form is accurate and true. If any of the provided details change, it is the Parent's/ Guardian's responsibility to inform the Nursery in writing immediately.
5. The Nursery's key policies are available in reception. However, if you wish to have an additional copy, please speak to the Nursery Manager. The policies are regularly updated to comply with relevant regulations.

Admissions

6. Flying Start Nursery and Preschool provides care and education for children aged 3 months–5 years and is registered to care for up to 45 children per day. The number and ages of children admitted will always comply with the requirements of the Early Years Foundation Stage, available space, staffing ratios and the individual needs of children attending the nursery.
7. We aim to provide a welcoming, nurturing and inclusive environment where every child feels safe, valued and supported to reach their full potential. We are committed to providing an open, fair and transparent admissions process. Places are offered without discrimination, and we promote equality, diversity and inclusion throughout our practice. We will work in partnership with families and, where appropriate, external professionals to identify reasonable adjustments and support strategies wherever possible to enable children to access and participate fully in nursery life.
8. Access to a funded early education place will not be conditional upon parents purchasing additional hours, services or sessions.

Allocation of Places

9. Places are allocated according to availability within each age group, staffing ratios, the needs of individual children and the nursery's ability to provide appropriate care and support.
Where demand for places exceeds availability, the nursery will consider a range of factors when allocating places, including:

Children who are Looked After or previously Looked After.

Children with Special Educational Needs and Disabilities (SEND), where the nursery can reasonably meet their needs and provide appropriate support.

Children who may benefit from early intervention, additional support or continuity of provision, including those supported through recognised multi-agency plans.

Children referred through local authority or professional support services.

Siblings of children already attending the nursery.

Existing children wishing to increase their attendance.

The child's age and proposed attendance pattern.

Availability of places within the relevant age group.

Staffing requirements and the needs of children already attending.

The date the application was received.

The nursery reserves the right to consider individual circumstances when allocating places in order to promote inclusion, maintain appropriate age balances and staffing ratios, support continuity of care and ensure places are used effectively.

Attendance Expectations

10. To support children's wellbeing, learning and development, regular attendance is encouraged. Attendance across at least two separate days per week is recommended where possible, as this helps children establish secure relationships, maintain routines and gain maximum benefit from the curriculum. Attendance patterns

remain a parental choice, subject to availability, funding requirements and the nursery's operational capacity. The nursery will work in partnership with families to support regular attendance and address any barriers which may affect a child's access to their place.

Retention of Places

11. Places are offered on the understanding that they will be used regularly and in accordance with the agreed attendance pattern. Where a child is absent for extended periods, repeatedly takes holidays exceeding the funded allowance, or attends significantly less than their agreed sessions, the nursery may review whether the place remains suitable. Following discussion with parents, the nursery may offer an alternative attendance pattern, adjust future session allocations or, where necessary, withdraw the place and offer it to another family on the waiting list. Any decision will take account of the child's individual circumstances, welfare, developmental needs, funding requirements, SEND needs where applicable, and the availability of places. The nursery will not withdraw a place where doing so, would conflict with safeguarding responsibilities, statutory guidance, agreed multi-agency plans or the child's best interests.

Fees

12. An admin charge of £60 is required at the time of registration to secure a place. This is non-refundable. There is also a refundable deposit to be paid at the same time, this will be the value of one month's care up to a maximum of £500. This will be deducted from your fourth month's invoice. The place will only be held for seven days after the agreed start date shown on the Child Registration Form. The deposit will be forfeit should the place not be taken after this time.
For fully funded places with no additional hours, there will be no admin charge, but a fully refundable deposit of £100 will be payable to secure your place. This will be refunded after 3 months of attendance. Again, the deposit will be forfeit should the place not be taken after this time.
13. Fees will be invoiced by 30th of the month prior to the sessions used.
14. Fees are due by the 11th of the month for which the childcare is being provided. All payments must be cleared into the Nursery bank account by this date. Cheques should be made out to Flying Start Nursery Ltd
15. Payments made after this date will be subject to a 10% late payment fee. The Nursery reserves the right to refuse care to any child whose account is more than 7 days overdue.
16. The Nursery cannot accept payments made by cash. In exceptional circumstances, and if this is the only option, one off cash payment can be made to the Nursery Manager. It is the Parent's/ Guardian's responsibility to ensure a receipt is received at the time the payment is made. The Nursery cannot accept responsibility for any cash payments made if no receipt has been issued.
17. Payments made by a tax-free childcare account can only be refunded back to the tax-free childcare account.
18. A calendar months' notice is required, in writing, (or fees in lieu thereof) to terminate your child's attendance at the Nursery or to make changes to sessions (including a reduction in hours).
19. When a child has been absent from the nursery, through illness or through the Parent's/ Guardian's wishes, no claim can be made for the refund of fees. Should the nursery have to close temporarily for reasons beyond its control (including, but not limited to, severe weather conditions, suspension of utilities caused by external agencies) no claim can be made for the refund of fees for the first 24 hours of closure.
20. Liability for the payment of fees is joint and several for Parents/ Guardians of any child at the nursery, or for others who have accepted responsibility, except where the Nursery has indicated otherwise in writing. The Parent/ Guardian will be charged and agree to pay any costs incurred in recovering unpaid fees.
21. The Nursery will give one months' notice in writing before any change to fees is implemented.

Government-funded Early Education Places

22. The Nursery offers 30 hours of funded childcare across all rooms. Where 30-hour funding is not available, 15 hours of funded childcare is offered from the term following a child's third birthday. Term time only and school hour places (0800-1530) are also available from the term following a child's third birthday.
23. Funded hours can be stretched across the year, excluding bank holidays and the Christmas closure. Within our normal session times, this equates to 22.35 funded hours per week under the stretched funding model. To ensure families can access their full funded entitlement without incurring additional charges, a funded session of 2 hours and 20 minutes is available (currently 3:40pm to 6:00pm). Depending on availability, families may choose to attend this session to access their remaining funded hours. Alternatively, subject to availability, families may choose to book a full 5-hour or 10-hour session and pay for any hours attended in excess of their funded entitlement.
24. Government-funded early education places are provided in accordance with Local Authority and Department for Education requirements. Children are expected to attend their agreed funded sessions regularly. Parents should notify the nursery in advance of any planned holiday wherever possible.
25. Children registered at the nursery will not be entitled to free holiday and all absences must be paid for over and above the statutory 8 Bank Holidays and our own closure between Christmas and New Year. Up to two weeks of holiday absence per term may continue to be funded in line with current Local Authority guidance. Where holiday absence exceeds two weeks in a term, Flying Start Nursery reserves the right to charge for any sessions that are no longer eligible for funding or where funding is reclaimed by the Local Authority. Charges will be applied at the nursery's current private hourly rate.

26. Extended or repeated periods of absence may result in a review of a child's funded place, attendance pattern or future allocation of funded hours.
27. Authorised holiday absence within the permitted funded allowance will not be treated as non-attendance for attendance monitoring purposes. The nursery reserves the right to request evidence of prolonged absence where required for funding or safeguarding purposes

Additional Sessions

28. Additional sessions can be booked provided space is available and will be charged for on the monthly invoice. 72 hours written notice must be given to cancel an additional session, otherwise the full amount will be charged.

Health & Safety

29. Any child who has an infectious illness must remain away from the Nursery for at least the minimum required period as stated in the Public Health England's 'Guidance on infection control in schools and other childcare settings'. A copy of this is available on the PHE website and is on display at Nursery.
30. The Nursery will contact Parents/ Guardians if we believe your child may be ill and we may ask you to collect your child. The Nursery accept no responsibility for children contracting contagious diseases and infections or suffering any other health problem while on the premises.
31. If you wish the Nursery to give your child medication you must fill in the necessary forms, otherwise Nursery staff will be unable to administer it. It is essential that you advise Nursery staff on any medication administered to your child in the 12 hours preceding their attendance at Nursery.
32. The Nursery reserves the right to administer basic first aid and treatment when necessary and you, the Parent/ Guardian agree that no liability shall arise from this.
33. Parents/ Guardians will be informed of all accidents and will be required to sign an accident form. If an accident should involve hospital treatment, all attempts will be made by the Nursery to contact you, but failing this, the Nursery is hereby authorised to act on behalf of Parents/ Guardians and to authorise necessary treatment.
34. Parents/ Guardians are requested to inform the Nursery, in writing, of anything known to give the child an allergic or adverse reaction and to keep the Nursery informed of changes, this includes any special dietary requirements.
35. If your child has a bruise or injury sustained whilst not in the care of the Nursery, please inform a member of staff at the start of the session. Likewise, the Nursery will inform you of any bruises as stated in our Child Protection Policy.
36. If someone other than an 'Authorised Adult' (as per the Child Registration Form) is to collect your child, please inform a member of staff at the start of the session in writing. The Nursery cannot release a child to someone who has not been authorised by a Parent/ Guardian in writing. If the person is not known to the Nursery, the staff will ask for identification.
37. If you are going to be late collecting your child, please call us before the end of the session. The child will be cared for until you arrive, however there will be a charge for this. Please see the Uncollected Child Policy.
38. If you fail to collect your child at the appointed time or fail to make contact and agree a late collection, the Nursery reserves the right to initiate the Uncollected Child Policy. A charge will also be made for any time that the nursery has to stay open after 6pm.
39. Parents/ Guardians must not let any other persons through the security door at any time, even if that person is known to them. Parents/ Guardians must not allow their children to exit through the security door on their own. The gate at the entrance to the Nursery premises must always be left secured by the chain. Please do not leave children unsupervised in the garden during collection and drop-off.

Behaviour

40. The Nursery is a non-smoking or vaping premises, please adhere to this policy.
41. If in the reasonable opinion of the Nursery, it is considered that your child's presence is detrimental to other children and staff, then the Parent/ Guardian will be contacted immediately, and the concerns will be discussed. If the matter is considered severe or is persistent then the Nursery may require that your child be withdrawn for a period of time. During this period of time no fees are refundable.
42. Abusive language or behaviour towards our staff will not be tolerated. The Nursery will take steps to protect its employees, and inappropriate behaviour may result in withdrawing care for your child.
43. Before you drop off and after you collect your child from a member of staff at the Nursery, you are wholly responsible for their actions whilst still on the premises and the Nursery do not accept any liability for any accident or injury that may happen during this time.

Liability

44. The Nursery will take all reasonable care with personal belongings brought in with your child; however, we cannot accept responsibility or liability for loss or damage.
45. The Nursery will accept no responsibility for any loss suffered by parents, arising directly or indirectly, as a result of the Nursery being temporarily closed or the non-admittance of your child to the Nursery for any

reason whatsoever.

46. The Nursery accepts no responsibility for children whilst in care of their Parents/ Guardians on Nursery premises.

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