

# Our Terms & Conditions - New Malden

Welcome to Brightsparks Day Nurseries. To ensure the smooth running of our nurseries, we expect all parents and guardians to adhere to the following Terms and Conditions. A signature from parents/guardians on the child's registration form is all that's required to accept these Terms and Conditions.

**Age of admittance:** We provide care for children aged 3 months to five years.

**Opening Hours:** The nursery is open Monday to Friday from 8.00am to 6.00pm. An early start from 7.30am to 8.00am or a late finish from 6.00pm to 6.30pm is available at an additional cost, on either a permanent basis or ad hoc. (Please see the nursery manager for further information.) Please note that if you are late collecting your child from nursery and your child has not been booked into the late session the normal late fees will be applied. To book your child into the late session on an ad hoc basis this must be done by no later than 4pm the same day. Please inform the nursery if your child will be absent from nursery by 9.00am. Brightsparks closes for all Bank Holidays and for 5 working days at Christmas, during which fees are still applied. We accept no responsibility for the closure of the nursery due to circumstances beyond our control, and we shall be under no obligation to provide alternative childcare facilities to you. (e.g. extreme weather, shortage of staff, loss of utilities, outbreak of illness, emergency maintenance etc, please refer to our emergency closure and adverse weather policy) In such circumstances, no refund of fees will be offered and parents are to refer to the nursery website for updates. If you are late collecting your child from nursery, a late collection charge of £1.00 for every minute may be imposed - this is at the discretion of the nursery manager. If you have not collected, arranged collection or contacted the nursery by 7.00pm, we will contact the emergency contacts given on your child's registration form to arrange collection. Full details are set out in our Collection Policy.

**Bookings & Registration:** In order to book a place at the nursery, parents are to complete and sign a registration form, and fully complete registration on Famly including two emergency contacts, permissions, medical information and allergies. We also require to see a copy of the child's birth certificate along with a £200.00 non-refundable booking fee, all registration must be completed before a place can be confirmed. This includes a non-refundable £50.00 registration fee, and it includes payment for a Brightsparks Bag. Please note that a £50 booking fee/registration fee is required for those children attending grant funded sessions only. If a start date is postponed by the parent for any reason with less than 30 days' notice we reserve the right to charge from the original start date stated on the application form. If the start date is postponed, we cannot guarantee that we will be able to offer the place at the requested later date. In some cases of postponement, the nursery reserves the right to review the offer of a space and may in some instances withdraw the space altogether. If you wish to pay a deposit by bank transfer, please use the bank details below: Please note: we do not accept cheques.

**Minimum Booking:** Sessions should fit into the session times detailed on the fees structure; however we will attempt to meet individual needs where possible. Depending on availability preference will be given to families also booking full time places. A minimum of 2 sessions, spread over 2 days, must be booked to commence at the nursery, as this helps the child to settle in.

**Settling In:** It is our aim to allow all children time for settling in, so that the child can form relationships with their carers and become familiar within the nursery surroundings. We request that a parent attends the nursery two weeks before the start date with the child for settling in until he or she is happy to be left and so that parents can read all policies and procedures and staff can obtain the relevant child related information and consent to ensure a smooth transition into nursery.

**Arrival of children:** Children should be handed over by parents/carers into the care of a nursery staff member. Staff members will sign your child in and out using Famly.

**Booking Patterns:** Full days are calculated from 08.00am to 6:00pm. The early bird/late sessions from 7.30am to 8.00am or 6.00pm to 6.30pm are charged accordingly. We are unable to accept term time only booking patterns. To increase your booking pattern we require 24 hours' notice subject to availability. To decrease your booking pattern, you must provide us with a month's notice in writing or by email to the nursery manager. Should insufficient notice be given then you will be charged for the full childcare fees for a month's notice from the date of any change as if the hours had not decreased.

**Nursery Fees & Charges:** The schedule of fees are available from the nursery manager. These are usually reviewed annually, and one month's notice will be given before any fee increase is implemented. Fees are calculated at a fixed 12 monthly rate based upon the total price of your child's normal weekly sessions. We calculate your monthly fees using the formula:  $\text{cost of weekly sessions} \times 52 \div 12 \text{ months} = \text{fixed monthly amount}$ . You will therefore pay the same amount on the 1<sup>st</sup> of each month regardless of how many days there are in that month and regardless of any closures. Any extra sessions or additional charges will be invoiced in arrears. We are unable to offer "swaps" for sessions which fall on a Bank Holiday or at any other time. Normal charges will apply for Bank Holidays. If Brightsparks staff are in receipt of discounted fees, the discount will only be applied to days booked to provide childcare whilst they are working. If a staff member is absent from work and this absence makes meeting staff to child ratios problematic, the nursery reserves the right to remove the offer of care for the staff member's child/children. In this situation, the fees for the missed day will be credited at the discounted rate. Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for, regardless of whether the child attends. No refunds or additional sessions will be given for sessions missed due to holidays, sickness or isolation, Bank Holidays or for the closure of the nursery due to circumstances beyond our control. Fees include nappies, wipes, sun cream, meals, snacks, drinks. Charges for nappies, wipes, meals, snacks, resources and consumables and will apply during funded hours at £1.10 per hour – this is itemised as meals and consumables on your invoice.

**Your First Invoice:** We will create your first invoice from your child's first day of attendance until the end of the month. This invoice must be paid in advance before or on your child's first day of attendance.

**Your Final Invoice:** We will create your final invoice from the date of your termination email. You will be required to pay the full fees for the one month's notice. Your child may attend during this time unless you have breached the childcare contract terms and conditions.

**Payment of Childcare Fees:** Each month you will receive a monthly invoice. Payment of fees are payable in advance by direct debit, childcare vouchers or Tax Free Childcare within the first 10 working days of each month. Under exceptional circumstances we may agree to payment by cash; however, it is your responsibility to obtain a receipt from the nursery manager as your proof of payment.

**Childcare Vouchers:** Parents may arrange to pay part or all of the standard monthly fees by childcare voucher. We have arrangements with a number of childcare voucher companies; please see the nursery manager for further details. The childcare voucher must be for the same amount each month and be clearly marked with the child's name. Parents will need to set up regular payment through the voucher company on 28<sup>th</sup> of each month for the following month's fees, irrespective of the date the voucher is prepared by the parent's employer.

**Early Years Education Funding:** All children are entitled to Early Years Funding from the Council from the term after their 3rd birthday. They will fund up to 15 hours a week, for 38 weeks of the year, free nursery education, which is paid directly to the nursery. Your child has to attend on two separate days a week in order to claim the full 15 hours. We offer the stretched Early Years Funding option for children that attend Brightsparks. The entitlement is stretched over 51 weeks of the year and is equivalent to 11 hours of free nursery education all year round. In order for the nursery to claim this funding you will need to provide a copy of your child's birth certificate and complete a declaration stating where you are claiming the free entitlement. During funded hours, the nursery will offer free nursery education, additional charges during these hours is for meals and consumables including nappies/wipes and extra curricular activities. Two year old funding is available to some parents. To have access to the two year old funding, parents will need to provide a copy of the confirmation letter to confirm they

have been granted the funding. We also offer 30 hours funding. Eligibility for the 30 hours can only be confirmed by HMRC after parents complete an online application and eligibility is based upon parent's earnings and hours. If you are eligible you will be issued a code. All digital codes need to be submitted to us along with the parents' NI number and the child's date of birth, which will enable us to confirm eligibility and the validity dates. Extended entitlement is only valid for 3 months therefore you should be mindful of this and parents need to re-confirm their details online as otherwise they may fall out of eligibility. This reduction in fees is available for children the term after their third birthday. We offer this funding stretched over a full year, allowing us to claim 22 hours of free education per week for the child. Please speak to the nursery manager for further details.

**Arrears:** Any fees still outstanding after the 10<sup>th</sup> of the month will incur a £10.00 charge and any fees still outstanding at the end of the month will incur a £30.00 charge. Please note that if more than 75% of the monthly fees are unpaid by the end of the month, the nursery place will be suspended until at least 75% of the debt has been paid. Please note that fees are still charged during any suspension period. Any costs incurred as a result of suspension or termination will be paid by the parent/guardian of the child. Failure to meet payments will unfortunately result in the termination of the nursery place and in such circumstances the parents will not be entitled to a refund of any fees or deposit. We are not liable for collections from third parties, e.g. colleges, grant funding, voucher provider and the parent remains responsible for all outstanding fees. If you leave the nursery with outstanding fees, details of your name, address and payment record will be given to a debt collecting agency, and debt recovery charges and legal costs will be added to your account.

**Cancellation/Termination/Change:** We require one months notice, in writing, should you wish to terminate your place for any reason. We also require one months' notice should you wish to cancel your early opening place. Parents are remain liable for fees throughout the notice period and all fees that are outstanding need to be cleared at the beginning of the notice period in order for the nursery to admit the child. If a parent withdraws their child during this notice period, the fees shall still remain payable. When families leave Brightsparks, it is their responsibility to cancel any future payments to the nursery. Any overpayments that need to be refunded, will incur an admin fee of £30.00 per transaction. We reserve the right to terminate a place with immediate effect if parents fail to adhere to our terms and conditions, if any fees are not paid by the due date, or if a parent/guardian displays abusive, threatening or otherwise inappropriate behaviour. If a parent wishes to change their booking pattern, one months' written notice must be given.

**Closure of The Nursery:** If any event beyond our reasonable control (e.g. a fire, flood, epidemic or pandemic outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery or part of the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

If the nursery or part of the nursery is forced to close for reasons beyond the nursery's control or if it is, in our reasonable opinion, necessary or in the interests of our staff and families to do so, we may close the nursery or part of the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge full fees for the first 5 days of closure, after which we will charge a retainer of 50% of your regular fee to enable the nursery to hold your child's place and cover unavoidable ongoing overheads during this time. For example, we may close because of severe weather conditions, shortage of staff, outbreak of flu, swine flu, COVID-19, any epidemic or pandemic or other illnesses etc.

**Court order:** You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

**Extra-Curricular Activities:** Brightsparks Day Nurseries arranges extra-curricular activities to enhance the Early Years Curriculum. The activities provided could be physical skills, dancing, singing, role-play or meeting animals. These extra-curricular activities are provided by outside companies, and the activities provided and the days they visit are subject to change.

**On-Line Learning Journals:** Brightsparks uses Family to record children's learning journals. Parents are not to share or upload any photographs shared with them via Family to any social media sites. Parents are only to add photos or videos of their child if they have the permission of anyone else included in them.

**Mobile Phones:** To ensure the safety and wellbeing of all children who attend our nurseries we enforce a no personal mobile phone usage within our settings. Should you be on your personal mobile phone as you arrive at the nursery can we please ask that you conclude your phone call before entering the premises and do not use this again until you have left the nursery.

**Off Premises Visits:** Staff will occasionally take the children for walks or visits off premises during the course of their sessions in accordance with statutory staffing requirements and parental consent being obtained.

**Personal Property & Belongings:** Brightsparks Day Nurseries cannot be held liable for the loss of, or damage of, any item belonging to the public on our premises, including motor vehicles. This particularly applies to children's clothing or toys. Old clothes are recommended for children attending nursery as we encourage the children to engage in messy and art activities during which clothes will get dirty. Please provide a spare set of clothing for your child in case of an accident or the need for change of clothing. Parents must ensure that their child has a waterproof splash suit, a fleece and wellington boots at nursery at all times, as we will use the garden in all weather conditions. Please do not send your child to nursery wearing jewellery, especially hooped earrings. It is the parent's responsibility to name all items of clothing, sheets, comforters, bottles and any other item sent to nursery. We suggest that all toys are left at home.

**Car Park:** Please note at New Malden there is NO parking in the school grounds any time before 5pm. You may drive into the school to drop off during school holidays. Any parents seen parking in term time and before 5pm will be placing the nursery in breach of its contract with the school. Drivers are asked to drive at a very slow speed and be cautious before setting off. Any vehicle parked in the Nursery car park is parked at your own risk.

**Liability:** We accept no responsibility for any loss suffered by parents, arising directly or indirectly, as a result of the nursery being closed or the non-admittance of your child to Brightsparks for any reason, this applies to absence due to sickness, holidays and Bank Holidays. We accept no responsibility for children whilst in their parents care on Brightsparks premises. We will not be liable to parents and / or children for any economic loss of any kind, for damage to the child's or parents property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind. Liability for damage of such property is excluded except where caused by our negligence.

**Security:** Under no circumstances will a child be allowed to leave Brightsparks with anyone unknown to the staff unless the parent has previously arranged this, and confirmed this in writing or verbally. Parents must inform an appropriate member of staff who will then give them a children collection form to complete. In addition, a personal visit of introduction by the parents, of anyone who will be collecting the child on occasions is encouraged so we are able to confirm their identity. All collections must be by a person aged over 16 years of age. The nursery operates a CCTV system in line with our CCTV policy.

**Safeguarding, Equal Opportunities & Behaviour Management:** Brightsparks Day Nurseries fully recognises its responsibilities for Safeguarding children and ensures that we follow the procedures set out our Safeguarding Children Policy. Parents should read and ensure they understand this policy. We have a duty of care to ensure that any significant concerns about the children in our care are reported to the local authority and where appropriate Ofsted. We may consider any incident or observation of a child where we deem the child may have been or may be in the future at risk either physically or emotionally. In some cases this may be done without the prior knowledge of the Parents / Guardian until we have sought external advice. Brightsparks is committed to providing equality of opportunity and anti-discriminatory practice for all children and families. Full details are available in our Equality and Diversity policy. We may require parents to remove their child from Brightsparks in the event that the nursery manager considers the child to be disruptive or displaying inappropriate behaviour. Full details on how we manage children's behaviour are given in our Behaviour Policy. These key policies are available to view on our website and are available in the nursery.



**Sickness, Infections & Illnesses:** Brightsparks Day Nurseries cannot undertake the care of sick children. The nursery must be informed of any child's sickness or infestation problems before attempting to bring the child to the premises. In the interests of other children and staff it will be necessary to exclude any child who has been diagnosed with certain contagious illnesses and diseases. The exclusion will remain in force until the child is no longer contagious or and is well enough to return. It is the parent's responsibility to read our Sickness, Medication & Infestation Policy and beware of our policies on childhood illnesses. A list of illnesses that requires your child to stay at home can be found on the parent's noticeboard.

**Medication:** We will administer prescribed medicines if parents complete a 'Medicine Consent' form on Family; however, the first 24 hours of any medicine must be given at home to ensure that the child does not have a reaction to the medicine, as well as allowing the medication to start taking effect. Parents must take all medicines home at the end of each day. Non-prescriptive medication such as pain, fever and allergy relief will be administered, but only with prior written consent of the parent and only where there is a health reason to do so. It is the parent's responsibility to inform staff both verbally and in writing that the child has received medicine before starting their day at nursery, by completing the medicine at home form. Children cannot attend nursery if they have been given medicine to control a fever. We may require parents to withdraw their child from Brightsparks, in the event that they require special medical care or attention, which is not available or it is considered that the child is not well enough to attend Brightsparks. We have a realistic attitude to the needs of working parents but we reserve the right to contact parents if their child becomes ill during nursery hours.

**Accidents and Emergencies:** We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents/incidents that may occur at Brightsparks and will be required to sign a form. If a child sustains an injury at home, parents will be required to complete an injury at home form before they leave their child. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Brightsparks to contact the parents but failing this, we are authorised to act on behalf of parents and authorise any necessary emergency dental, medical or surgical treatment, including anesthetic or blood transfusion, as considered necessary by the medical authorities present.

**Allergies:** Parents are requested to inform Brightsparks of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform Brightsparks of any changes/progress to the condition, in writing, when they become aware.

**Meals & Snacks:** Children will be provided with three nutritious, balanced meals daily. Menus are displayed on the parents display board; these include age and stage applicable meals and vegetarian options. We may charge for meals. For Health and Safety reasons we do not accept children bringing in their own packed lunch. Celebration cakes can be provided as long as these are shop brought and allergens/ingredients are clearly labelled.

**Nut Allergy:** As the number of children with nut allergies is increasing with parental support we aim to keep the nursery NUT FREE. Parents are requested not to send food or empty food packaging materials into the nursery.

**Milk Feeds:** Formula bottles should be supplied sterilised and labelled by parents and brought to the Nursery each day where they will be stored until required. Parents are also to provide the correct amount of formula for each day. We cannot store large tubs of formula in the nursery. Bottles will be rinsed and sent home every evening for sterilisation.

**Complaints and Concerns** Parent satisfaction is of paramount importance to us and any concerns/complaints will be reported to the proprietor for investigation. If you have a concern or complaint if possible please speak to the nursery manager or alternatively you can email the Nursery Manager. Please also refer to our complaints policy.

**Use of Garden:** The garden will be used all year round. Children benefit from regular fresh air and regular exercise. Parents' request to keep children inside due to a cold weather spell or because their child has a cough

or a cold will not be accommodated. During periods of hot weather we will use the garden in accordance with our sun safety policy.

**Brightsparks Staff:** Parents agree that they shall not at anytime, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (via agencies) employ/entice away an employee of Brightsparks. In the event that a parent does directly or indirectly employ a member of staff, up to 15% of salary will be payable as payment to us for recruiting and training a suitable replacement member of staff. Brightsparks Day Nurseries shall not be held responsible for any babysitting arrangements made between parents and Brightsparks staff for care that occurs outside of our premises. Please refer to our Babysitting Policy for full details.

**Data Protection Act 1998:** By signing acceptance of the Terms & Conditions you give Brightsparks Day Nurseries express consent to retain and process that information provided by the parent/guardian which relates to their child, for the sole purpose of childcare. Such information will remain with Brightsparks Day Nursery in accordance to our policy on the retention of records.

**Insurance:** We have extensive Insurance cover and full details are available upon request, from the nursery manager.

**Agreement:** These terms and conditions represent the entire agreement and understanding between the parents and the nursery. We reserve the right to update /amend these Terms and Conditions at anytime.

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