



## Brightsparks Day Nurseries Terms & Conditions

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

### Opening Hours

The nursery is open Monday through Friday from 7:45 am to 6:00 pm. Please inform the nursery if your child will be absent by 9:00 am on the first day of the absence, by reporting this on Parent Admin. The nursery closes for all Bank Holidays, two working days at Easter, four / five working days at the end of August (depending on when the Bank Holidays falls) and five working days at Christmas. Please ask the Nursery Manager for our annual closure dates.

### Bookings & Registration

Our minimum booking is three days a week, which must include a Monday or a Friday. To book a place at the nursery, parents must complete and sign a registration form and fully complete the registration on Parent Admin, including providing two emergency contacts, granting permissions, and providing detailed medical information. We are required to see a copy of the child's birth certificate and the child's Personal Health Record. All registrations must be fully completed, and a £225.00 deposit must be paid by bank transfer before a place can be reserved and confirmed. The deposit includes a non-refundable registration fee of £125.00, which covers the cost of a Brightsparks Bag, two Brightsparks T-shirts, a sweatshirt, and a fleece jacket. The remaining £ 100.00 of the deposit is then refundable, provided that a month's written notice has been given that the child is leaving Brightsparks and the child has been attending the nursery for at least three months. Non-starters will not be eligible for a refund of their deposit. We will confirm your childcare place within seven working days, as this is subject to availability.

### Starting Nursery

It is our aim to allow families time to visit the nursery before starting with us, so that both that parents and the child can start to become familiar with the nursery. We request that a parent attends the nursery during the five preceding days before the start date with the child, so staff can obtain the relevant information to ensure a smooth transition into the nursery. During this time, the child will also be offered the opportunity to attend two complimentary 2-hour sessions to allow them to spend time in the nursery independently of the parents.

### Arrival & departure of children

Children should be handed over by parents/careers into the care of a Nursery staff member and staff will log them into the nursery. Parents should aim to hand over and collect their children as quickly as possible, to ensure that other parents are not kept waiting or to cause staff to be away from the care of the other children for longer than necessary. All daily details such as activities, food and drinks consumed, sleep times, and toileting details are recorded for parents to view on the Parent Admin app. Staff will log children out as they are collected. If you are late collecting your child from nursery, a late charge at the rate of £30.00 per hour will be charged. Full details are given in our Arrivals & Departures / Late Collection Policies.

### Booking Patterns

Full days are calculated from 7.45 am to 6.00 pm. To increase your booking pattern, we require 24 hours' notice subject to availability. To decrease your booking pattern, you must provide us with one month's notice in writing or by email to the nursery manager. Should insufficient notice be given, then you will be invoiced for the full

childcare fees for a month from the date of any change as if the hours had not decreased. Our minimum booking is three days a week, which must include a Monday or a Friday, and any changes must adhere to this.

### **Nursery Fees & Charges**

Fees include nappies & wipes, sun cream, meals, snacks, drinks, and extra-curricular activities provided. The fee schedule is available from the nursery manager. Nursery fees are typically reviewed annually in April, and the nursery will provide at least one month's notice of any changes. Fees are calculated at a fixed 12-monthly rate based on the total price of your child's normal weekly sessions. We calculate your monthly fees using the formula: cost of weekly sessions x 52 ÷ 12 months = fixed monthly amount. You will, therefore, pay the same amount on the 1<sup>st</sup> of each month, regardless of the number of days in that month and regardless of any bank holidays or nursery closure days. Any extra sessions or additional charges will be invoiced in arrears.

We are unable to offer "swaps" for sessions that fall on a Bank Holiday or at any other time. Except in the event of a breach of these Terms and Conditions, all booked sessions must be paid for, regardless of whether the child is able to attend. No refunds or additional sessions will be given for sessions missed due to holidays, sickness, isolation, Bank Holidays, or nursery closure days.

### **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 by your child's first day of attendance.

### **Payment of Childcare Fees**

You will receive a monthly invoice for each month. Payment of fees is payable within the **first five days** of each month by Standing Order, Childcare Vouchers or Tax-Free Childcare. The nursery charges £3.50 a month admin charge for software and invoicing. 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 and Tax-Free Childcare**

Parents may arrange to pay part or all of their monthly fees by Childcare Voucher or Tax-Free Childcare. We have accounts with several childcare voucher companies; please ask the nursery manager for further details. Parents will need to set up a regular payment through the voucher company on the 30<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 Croydon Council from the term after their 3rd birthday. They will fund up to 15 hours a week, term-time only, free nursery education, which is paid directly to the nursery. We offer the stretched Early Years Funding option for children who attend Brightsparks. The entitlement is stretched over the year and is equivalent to 11 hours of free nursery education, per week, all year round. 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, we charge a voluntary hourly fee, which covers the cost of providing our enhanced service e.g. meals, drinks, nappies, wipes, sun cream, and extra-curricular and seasonal activities during these hours.

Some families are eligible for additional two-year-old funding. To access this funding, parents must provide a copy of the confirmation letter/code.

We also offer up to 30 hours of funding for eligible children aged 9 months old and older. Eligibility for the 30 hours can only be confirmed by HMRC after parents complete an online application, and eligibility is based on parent's earnings and hours. If you are eligible, you will be issued a code. All 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 it is the parent's responsibility to re-confirm their details online as otherwise, they may fall out of eligibility, and funding will be withdrawn. We offer this funding stretched over a full year, allowing us to claim 22 hours of free education per week for the child. During funded hours, we charge a voluntary hourly fee, which covers the cost of providing our enhanced service, e.g. meals, drinks, nappies, wipes, sun cream, and extra-curricular and seasonal activities during these hours.

### Arrears

Any fees still outstanding after the 10<sup>th</sup> of the month will incur a £25.00 charge. ***Please note that if your monthly fees are unpaid by 15<sup>th</sup> of each month, the nursery place will be suspended until the debt has been paid in full.*** 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, and voucher providers, 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 / Postponement / Reducing Booking Pattern

Before starting at Brightsparks, if a parent for any reason, postpones their start date, cancels their place, or requests a reduction in their booking pattern with less than three months' notice, **we will charge from the original start date** and for the confirmed booking pattern. If a start date is postponed, we cannot guarantee that we will be able to offer the place at the requested later date. We accommodate a postponement request only once.

Once your child has started in the nursery, we require one month's written notice if you wish to terminate your place for any reason. 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 require a refund will incur an administration fee of £20.00 per transaction. We reserve the right to terminate a place with immediate effect if parents fail to adhere to our terms and conditions, fail to follow policies, or if a parent/guardian displays abusive, threatening or otherwise inappropriate behaviour. Parents are requested to inform Brightsparks of any changes to the information kept on file at the nursery.

### 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 thirty days' notice. Parents remain liable for fees throughout the notice period, and all outstanding fees must be settled at the beginning of the notice period so that the child can continue attending the nursery.

### Emergency Closure of The Nursery

If any event beyond our reasonable control (e.g. a fire, extreme weather, 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 five working days of closure. After this period, 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, water shortages, flooding, power cuts, staff shortages, outbreak of any epidemic or pandemic or other illnesses etc.

### **Court Orders**

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

### **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.

### **Extra-Curricular / Seasonal Activities**

Brightsparks Day Nurseries may arrange extra-curricular and special seasonal activities. The activities provided could be physical skills, singing & signing, Easter Egg Hunts, Mother's Day Tea, graduation celebrations, Christmas parties, animal visits, etc. These kinds of activities and the days they occur are subject to change. If these activities occur in funded hours, the nursery will charge a small fee for children who participate.

### **Mobile Phones**

To ensure the safety and well-being 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.

### **Nursery Uniform & Personal 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 children's clothing or toys. Please discourage your child from bringing items such as toys into the Nursery. It is the parent's responsibility to name all items of clothing, sheets, comforters, bottles and any other item sent to the nursery.

We strongly recommend that parents send their children aged over 15 months to nursery wearing Brightsparks uniform worn with black or navy joggers, skirts, or shorts. Indoor shoes must be provided and should ideally be Crocs / plimsols (no charms on Crocs allowed), and sturdy shoes without laces should be provided for travel to and from nursery and outdoor use. Toes must always be covered. We encourage the children to engage in messy and arts and craft activities during which clothes will get dirty and potentially stained. If parents choose not to buy uniform, we ask that children wear dark coloured clothes that are bought especially for nursery days. Please provide at least two spare sets of clothing for your child in case of an accident or the need for a change of clothing.

Please do not send your child to the nursery wearing any jewellery.

### **Garden Time**

Parents are to ensure that their child always has waterproof trousers and outdoor shoes at nursery, as we will use the garden in all weather conditions. During the warmer months, it is essential that parents provide a named legionnaire sunhat that covers the back of the neck. This will be kept at the nursery. Children are to wear clothing that adequately covers their shoulders and tops of their arms to protect these sensitive areas from sun damage. Parents are required to apply 8-hour sunscreen that is at least factor 30 before arriving at nursery. If this has not been applied, parents will be asked to apply the sunscreen themselves before they can leave their child. The nursery will then only apply top up sunscreen (either nursery or parent's supply) to the children if they use the garden after 2.00 pm.

## **Sleep Time**

If children are to sleep whilst at nursery, parents are to ensure that their child has a fitted cot sheet and a lightweight cotton sleeping bag, along with any comforters. Please ensure these items are named.

## **Car Park**

Parents are encouraged to use the drop off zone provided. 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 Nursery premises, i.e. prior to arrival or after picking up.

## **Security**

Under no circumstances will the nursery release a child to anyone other than the agreed designated person(s) unless an agreement has been made in advance. If the child is to be collected by someone who is not the designated person, there is a procedure that must be followed to identify the person collecting. The arrangement should be confirmed via email by the parent giving the name, date of birth and either a detailed description or photo identification of the person collecting, along with a password to be used. All collections must be by a person aged over 18 years of age.

Our nurseries operate a CCTV system inside and outside the buildings. This is to monitor the safety of children, staff and parents whilst on the premises. The recordings will be kept for up to three calendar months and then automatically deleted. Parents only have the right to view recordings in the event of an alleged serious accident/incident, and only after Ofsted / Lado have been notified. If we need to inform the police, we will wait until they give us permission to share any recordings with anyone other than themselves.

## **Safeguarding**

Brightsparks Day Nurseries fully recognises its responsibilities for Safeguarding children and ensures that we follow the procedures set out in our Safeguarding 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. Parents should read and ensure they understand this policy.

## **Behaviour Management**

We may require parents to remove their child from Brightsparks or reduce their attendance if the nursery manager considers the child to be excessively disruptive, or if they are displaying significantly challenging behaviour. Full details on how we manage children's behaviour are given in our Behaviour Policy.

## **Parent Admin**

Upon starting at the nursery and every 4 weeks thereafter, we require parents to review and update if required the "All About Me" section on Parent Admin. This information is used to keep the nursery fully informed of details about each child's daily care needs, as well as informing staff about children's general interests and to

allow the staff to plan suitable activities for the children. Any significant changes to the child's daily care needs should be confirmed by email to the nursery Manager.

Brightsparks uses Parent Admin to record children's activities via day diaries. Parents are not to share or upload any photographs shared with them via these 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.

### **Sickness, Infestations & Infections**

Brightsparks Day Nurseries cannot undertake the care of sick children, and parents are to ensure that their child is collected promptly if requested to do so by the nursery. The nursery must be informed of any child sickness or infestation problems before attempting to bring the child to the setting. In the interests of other children and staff, it might be necessary to exclude any child who has been diagnosed with certain contagious illnesses, infestations, and diseases. The exclusion will remain in force until the child is no longer contagious and is well enough to return. It is the parent's responsibility to read and agree to follow our Sickness, Illness and Infections Policy and Medication Policy.

### **Medication**

We will administer prescribed medicines if parents complete a medicine consent form, however, the first 24 hours of any antibiotics must be given at home to ensure that the child does not have a reaction to the medicine, as well as allowing the antibiotics 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 that the child has received any medication before starting their day at nursery, however, children can only attend nursery if they have been free of a fever with no need for medication for at least 8 hours.

### **Accidents and Emergencies**

We reserve the right to administer first aid and emergency treatment when necessary. Parents will be informed of all accidents/incidents that may occur at Brightsparks and will be required to sign an accident form. If a child sustains an injury at home, parents must 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 aesthetic or blood transfusion, as considered necessary by the medical authorities present.

### **Allergies and Allergic Reactions**

Parents are to inform Brightsparks of any food, medicine, activity or any other circumstances that may cause their child to have an allergic reaction. Parents must provide details, in writing, of the severity of the reaction/allergy and must inform the Nursery Manager by email of any changes/progress to the condition, as soon as they become aware.

### **Meals, Snacks, Drinks and Milk Feeds**

Children will be provided with three nutritious, balanced meals daily, along with a morning snack and an afternoon serving of organic milk. Breakfast commences at 8:30 a.m. and will be cleared away by 9:00 a.m. Please ensure your child is at nursery by 8:50 am if they require breakfast that day. Afternoon tea is served from 3:45 p.m. and usually cleared away by 4:15 p.m. As tea is served early, we recommend that children are offered a light supper when they get home. Menus are displayed on the parent's display board. For Health and Safety reasons, we do not accept children bringing in their own packed lunch or celebration cakes.

We aim to keep the nursery NUT FREE. Parents are requested not to send food or empty food packaging materials into the nursery.

Fresh drinking water is available to the children throughout the day. We require parents to provide their child with a water bottle or beaker, which the staff will top up throughout the day as required. Parents are required to take this home daily for washing.

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 to either provide the correct amount of powder formula for each day or provide a large named tin of formula to be left at the nursery. Bottles will be rinsed and sent home every evening for cleaning and sterilisation.

### **Complaints and Concerns**

Parent satisfaction is of paramount importance to us, and any concerns/complaints will be reported to the Director for investigation. If you have a concern or complaint, if possible, please speak or email the nursery manager. Please also refer to our complaints policy.

### **Brightsparks Staff & Babysitting**

Parents agree that they shall not, at any time, 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. If 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. This policy extends to employing Brightsparks staff for babysitting services. If any parent breaches these conditions, the child's place at Brightsparks Day Nursery may be withdrawn.

### **Data Protection Act 2018**

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 with our policy on the retention of records.

### **Nursery Policies**

All key policies are available on the Brightsparks website. These are also available via the nursery manager.

### **Insurance**

We have extensive insurance coverage, and full details are available from the nursery manager upon request.

### **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 any time.

Effective from 1<sup>st</sup> September 2025