



Brightsparks Day Nurseries Terms & Conditions

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 8:00 am on the first day of the absence by reporting this on Parent Admin. The nursery closes for all Bank Holidays, 2 working days at Easter, 5 working days at the end of August, and 5 working days at Christmas. Please ask the Nursery Manager for our annual closure dates.

Registration & Deposits

Our minimum booking is 3 days a week, including a Monday or a Friday.

Upon booking, all registration paperwork must be fully completed, including completing Parent Admin, providing two emergency contacts, granting permissions and providing detailed medical information. We are also required to see a copy of the child's birth certificate and the child's Personal Health Record.

A non-refundable £200.00 booking fee must be paid by bank transfer before a place can be reserved and confirmed. This fee covers the cost of a named Brightsparks backpack, two Brightsparks T-shirts, a sweatshirt, a fleece jacket, and an administration set-up fee. Non-starters will not be eligible for a refund of the booking fee. We will confirm your childcare place within 7 working days, as availability is subject to change.

A deposit of £400.00 is required three months before your child's confirmed start date. This deposit will be deducted from your first month's fees. By paying the deposit, you confirm your commitment to your agreed booking pattern and start date. Fees will be charged from the confirmed start date, regardless of whether the child attends, in order to retain the place. After this point, requests to reduce your child's booked days will only be accepted after your child has started at Brightsparks, and we will require one month's written notice.

If a parent chooses not to proceed with the place prior to the child starting, this will be treated as a cancellation. In such cases, the deposit is non-refundable, and no further fees will be charged beyond the original start date.

Any request to postpone a start date must be made at least three months in advance. All postponements are subject to availability and are at the nursery's discretion. Requests made with less than this notice may be declined or, if agreed, fees will remain payable from the original confirmed start date.

Starting Nursery

It is our aim to allow families time to visit the nursery before starting with us, so that both parents and the child can become familiar with the nursery. We request that a parent attend the nursery during the 5 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 spend time in the nursery independently of their 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 prevent staff from being away from the care of the other children for longer than necessary. All daily details, including activities, food and drinks consumed, sleep times, and toileting, are recorded in the Parent Admin app for parents to view. Staff will log children out as they are collected. If you are late collecting your child from nursery, a late charge of £30.00 per hour will apply. 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 reduce your booking pattern, you must provide us with one month's written or email notice 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: $\text{cost of weekly sessions} \times 52 \div 12 \text{ months} = \text{fixed monthly amount}$. You will, therefore, pay the same amount on the 1st 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 nursery closure day 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, nursery closure days, or if the nursery needs to close for fewer than 5 working days due to circumstances beyond our control.

Your First Invoice

We will create your first invoice from the first day of your child's attendance, based on actual use, until the end of the first month. Your £400.00 deposit will be deducted from this first invoice. This invoice must be fully paid in before your child's first day of attendance.

Payment of Childcare Fees

You will receive a monthly invoice. Payment of fees is payable within the **first 5 days** of each month by Standing Order, Childcare Vouchers or Tax-Free Childcare. The nursery charges £3.50 a month for admin costs related to software and invoicing for families that do not receive funding. Under exceptional circumstances, we may agree to payment by cash.

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 30th of each month for the following month's fees, regardless of when the voucher is prepared by the parents' 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 of free term-time nursery education per week, 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.

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 and older. Eligibility for the 30 hours can only be confirmed by HMRC after parents complete an online application, and eligibility is based on parents' 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 reconfirm 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 optional additional fees to cover the cost of providing our enhanced service, e.g., meals, drinks, nappies, wipes, sun cream, emergency medication, online diaries and extra-curricular and seasonal activities.

Arrears

Any fees still outstanding after the 10th of the month will incur a £25.00 charge. ***Please note that if your monthly fees are unpaid by 15th 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

Before starting at Brightsparks, if a booking is cancelled, any fees or deposits paid are non-refundable.

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 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 based on actual use, effective from the date of your termination email. You will be required to pay the full fees for the thirty-day 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 the nursery or part of the nursery is forced to close for reasons beyond the nursery's control (e.g. fire, extreme weather, epidemic or pandemic outbreak, strike, civil action, act of terrorism, water shortages, power cuts, staff shortages etc.) or if it is, in our reasonable opinion, necessary or in the interests of our staff and families to do so, full fees are still payable for the first five working days of any closure. After this period, we will charge a 50% retainer of the regular fees to enable the nursery to hold your child's place and cover essential overheads. No extra sessions or swaps will be available because of an emergency closure.

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 with parental consent obtained.

Extra-Curricular / Seasonal Activities

Brightsparks Day Nurseries may arrange extra-curricular and special seasonal activities. The activities provided could be physical skills, Singing & Sign, 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 may 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 ban on personal mobile phone use 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 parents' responsibility to name all items of clothing, sheets, comforters, bottles and any other items 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/plimsoles (no charms on Crocs allowed), and sturdy shoes without laces should be provided for travel to and from nursery and for outdoor use. Toes must always be covered. We encourage the children to engage in messy arts and craft activities, during which clothes may 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 2 spare sets of clothing for your child in case of an accident or a need to change clothes. 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 parents' supply) to the children if they use the garden after 2.00 pm.

Sleep Time

If your child sleeps whilst at nursery, please ensure you provide clean bedding. We ask that children aged under 24 months use a well-fitted baby sleeping bag. In partnership with parents, we check the manufacturer's recommendations before using a baby sleep bag, and they must carry the safety number BS EN 16781:2018. Children over 24 months can use a sleep bag or a small blanket. In both cases, a fitted cot sheet is also required.

Car Park

Parents are encouraged to use the drop-off zone provided. Drivers are asked to drive very slowly 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, a procedure must be followed to identify the collector. All collections must be by a person aged over 16 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 of harm. 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

If Brightsparks considers a child's behaviour to be excessively disruptive and significantly challenging, we may require parents to collect their child early. If the behaviour is persistently challenging, Brightsparks may reduce the child's booking pattern, or as a last resort, permanently cancel the child's place at Brightsparks. 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 about each child's daily care needs, to inform staff about children's general interests, and to allow 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 cannot provide care for sick children, and parents are to ensure their child is collected promptly if requested by the nursery. The nursery must be informed of any child's sickness or infection 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 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 parents' 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 the child does not have a reaction to the medicine and to allow 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 only with the parent's prior written consent and only where there is a health reason to do so. It is the parents' responsibility to inform staff that the child has received any medication before the child starts their day at nursery; however, children can only attend nursery if they have been free of a fever and do not need 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 the 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 written details 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 be 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.

Empty 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 in a formula dispenser pot 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, please speak with or email the nursery manager. Please also refer to our complaints policy.

Defamation and Public Statements

Parents and carers agree not to make or publish any false, misleading, or defamatory statements about the nursery, its staff, management, or other families. This includes statements made in person, online, on social media, or through review platforms. If parents have any concerns or complaints about the nursery or its services, these should be raised directly with the nursery management in the first instance so that they can be addressed promptly and appropriately.

The nursery reserves the right to take appropriate action if knowingly false or damaging statements are made that could harm the nursery's or its staff's reputation.

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

Brightsparks Day Nurseries will collect, use, store and share personal information relating to parents/carers and their children in accordance with UK data protection legislation. This information will be used as necessary to provide childcare services, administer your child's nursery place and meet our legal, regulatory and safeguarding obligations. Personal information will be retained in accordance with our records retention policy. Full details of how we process personal information and your rights are contained in our GDPR Privacy Notice, which is available on the Brightsparks Day Nurseries website.

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 constitute the entire agreement between the parents/guardians and Brightsparks Day Nurseries and supersede any previous agreements or understandings. By signing the child's registration form, parents/guardians confirm that they have read, understood, and agree to be bound by these Terms and Conditions.

The nursery reserves the right to update or amend these Terms and Conditions at any time. Any such changes will be communicated to parents and will take effect from the date specified, forming part of this agreement. To ensure the smooth running of our nurseries, all parents and guardians are expected to adhere to these Terms and Conditions at all times.

Effective from 1st September 2026