



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 to Friday from 7.45am to 6.00pm. Please inform the nursery manager if your child will be absent from nursery by 9.00am on the day of the absence. The nursery closes for all Bank Holidays, 2 working days at Easter, 4 working days at the end of August and 5 working days at Christmas. Please ask the Nursery Manager for our 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 are to complete and sign a registration form, and **fully complete** registration on Parent Admin including two emergency contacts, permissions and detailed medical information. We are required to see a copy of the child's birth certificate and the child's Personal Health Record (Red Book). All registration must be fully completed, and a £200.00 deposit paid by bank transfer before a place can be reserved and confirmed. The deposit includes a non-refundable registration fee and payment for a Brightsparks Bag, two Brightsparks T-Shirts and a Fleece Jacket. The remaining £100.00 deposit is then only refundable providing that 30 days' notice has been given in writing that the child is leaving Brightsparks, and the child has been attending 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 7 working days as this is subject to childcare place availability.

If a parent for any reason postpones a start date, cancels their place, or requests a reduction in their booking pattern, with less than 60 days' notice, we will charge from the original start date, and for the booking pattern stated on the registration form. If a start date is postponed, we cannot guarantee that we will be able to offer the place at the requested later date and we only accommodate a postponement request once.

Waiting List

If the nursery does not have the space you require, you can register to go on our waiting list. You will need to complete an application form and pay a non-refundable £35.00 admin fee. If you later get offered a place and accept it, this admin fee will be deducted from the £200.00 deposit. The waiting time could take from 3 months to over a year depending on your child's age and availability of the days you require and when you would like your child to start. Availability of spaces takes into account the staff/child ratio, the age of the child and your registration requirements. When the application is received, a child wanting a full-time place will usually have preference over one requiring part time only, as well as those children who are siblings of those already with us. Children who currently attend the nursery are also given priority to increase their number of days if they wish.

Starting Nursery

It is our aim to allow children time to visit the nursery before starting with us, so that the child can start to form relationships with their key person and become familiar with the nursery surroundings. We request that a parent attends the nursery the week before the start date with the child, so staff can obtain the relevant child related information to ensure a smooth transition into nursery. During this week, 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 parents are to use the Parent Admin PIN number to log their child into the nursery. On collection, parents are to log the children out using their PIN number. 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. 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 in given our Arrivals & Departures / Late Collection Policies.

Booking Patterns

Full days are calculated from 7.45am to 6.00pm. We do not offer 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 30 days' 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 30 days' notice 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.

Nursery Fees & Charges

Fees include nappies & wipes (non-funded hours), sun cream, meals, snacks, drinks and extra-curricular activities provided. The schedule of fees is available from the nursery manager. These are usually reviewed each April. 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: cost of weekly sessions x 52 ÷ 12 months = fixed monthly amount. You will therefore pay the same amount on the 1st of each month regardless to how many days there are 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 which fall on a Bank Holiday or at any other time. Other than if we are in breach of these Terms and Conditions, all sessions booked 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 and Final 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. 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. 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 within the first 5 working days of each month by Standing Order, Childcare Vouchers or Tax-Free Childcare. The nursery charges £3.00 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 a number of childcare voucher companies; please ask the nursery manager for further details. Parents will need to set up regular payment through the voucher company on 30th 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, for 38 weeks of the year, free nursery education, which is paid directly to the nursery. We offer the stretched Early Years Funding option for children that attend Brightsparks. The entitlement is stretched over the year and is equivalent to 11 hours of free nursery education, per week, 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, but we charge an hourly fee for consumables, food, drinks and for any extra-curricular activities that are provided.

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. We charge an hourly fee for consumables, meals, drinks, snacks and any extra-curricular activities during funded hours.

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, 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/Termination/Change

Once your child has started in the nursery, we require 30 days' notice, in writing, should you wish to terminate your place for any reason. Parents 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 £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 any information kept in 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 5 working 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, water shortages, flooding, power cuts, staff shortages, outbreak of 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.

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 Activities

Brightsparks Day Nurseries may arrange extra-curricular activities. 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.

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.

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 Nursery. It is the parent's responsibility to name all items of clothing, sheets, comforters, bottles and any other item sent to nursery.

We recommend parents to send their children into nursery wearing a Brightsparks T-shirt and fleece jacket worn with black or navy joggers, skirt or shorts. Shoes should ensure toes are covered. We encourage the children to engage in messy and arts and craft activities during which clothes will get dirty and potentially stained. Uniform is available to purchase via the nursery at the beginning of each term (January, April & September) If parents choose not to buy uniform, we suggest that children wear dark coloured clothes that are bought especially for nursery days. Please provide a spare set of clothing for your child in case of an accident or the need for change of clothing.

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

Garden Time

Parents are to ensure that their child always has waterproof trousers and wellington boots 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 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 2pm.

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 a child be allowed to leave Brightsparks with anyone unknown to the staff unless the parent has previously authorised this and confirmed this in writing. 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.

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 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 6 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 learning journals and 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. The nursery must be informed of any child sickness or infestation problems before attempting to bring the child to the premises. 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 drinks and snacks at regular morning and afternoon snack times along 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 or celebration cakes.

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.

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 through 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 large named tin of formula to be left at 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

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. 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.

Babysitting

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 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 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 any time.