



Bright Start Nursery Terms and Conditions

Introduction

The following terms and conditions apply to Bright Start Nursery Limited, trading as “Bright Start Nursery,” located at 1 Royal Wharf Walk, London, E16 2SQ.

These Terms and Conditions form a legally binding agreement between Bright Start Nursery Ltd (“the Nursery”, “we”, “us”) and the Parent(s)/Carer(s) (“you”). By signing the Parent Agreement Form, you agree to comply with these Terms and Conditions.

These Terms and Conditions must be read in conjunction with the Nursery’s full Policies and Procedures document. These policies form an integral part of this agreement. In the event of any ambiguity or inconsistency, the Nursery’s Policies and Procedures will take precedence.

To assist you in understanding these terms and conditions we have included a definitions/glossary page at the end. For any clarification/queries please do not hesitate to contact the Nursery Manager.

By signing the Parent Agreement Form this will create a legally binding contract between us (Agreement). Please therefore raise any queries with the Nursery Manager before signing.

Important Notice

Parents or Legal Guardian(s) signing the Parent Agreement Form (as part of these terms and conditions) you need to read the following carefully before signing the Parent Agreement Form.

Please also take the time to review our current Fee Schedule which is also attached to these terms and conditions and also forms part of our Agreement with you. The following terms and conditions constitute your agreement with Bright Start Nursery regarding the provision of early years care and education for your child at our Nursery (“Agreement”).

1. Registration

A completed Registration Form, together with all required documentation and payment of the Registration Fee and Deposit, is required to secure your child’s place at the Nursery.

Parents must provide accurate and complete information at the point of registration, including but not limited to:

- Emergency contact details
- Medical information
- Dietary requirements
- Safeguarding and welfare information.

Failure to provide accurate information may impact the Nursery’s ability to safely care for your child and may result in withdrawal of the place.

2. Registration Fee and Deposit

A non-refundable registration fee of £100 and a refundable deposit of £300 are payable at booking. The registration fee covers administration and settling in session. The deposit will be deducted from your child's first invoice.

3. Start Date and Deferral

The agreed start date forms part of this contract. Parents may request to defer their child's start date once for a maximum period of 30 days, provided that a minimum of four weeks' written notice is given.

Where insufficient notice is provided, fees will be charged from the original agreed start date. Any deferral beyond 30 days will be subject to availability and the Nursery cannot guarantee that a place will remain available.

4. Fees and Payments

Childcare accounts are payable monthly, in advance for a calendar month of childcare. Accounts are payable via Famly pay. We also accept government funding, childcare vouchers and Tax-Free childcare payments.

It is the responsibility of parents to pay their child's fees. Invoices will be issued on the 22nd of each month and will be due for payment on the 1st of the month.

Any parent or carer whose fees remain unpaid after 1st of the month, without prior agreement of the Nursery Manager or Director, risks their child's place at the nursery being withdrawn. Any payments that are not met on time will incur a £25 late payment charge.

If fees or any other sum payable to the Nursery are unpaid or outstanding after more than 15 days, your child will be required to leave the Nursery following written notice.

Childcare vouchers and HMRC Tax Free Childcare payments must clear in our account by the date fees are due, otherwise we will automatically apply payments to the next month's fees, and we will consider the current month's fees outstanding, and late fees will be applied.

If the fees are paid by a third party on your behalf, e.g., through a salary sacrifice scheme, we may require you and/or the third party to enter into a supplementary agreement to deal with payments and other matters.

In case of default on payment the nursery reserves the right to apply a £50 administration fee for preparation of court papers and interest will be charged 8% above the bank's prevailing base rate. The nursery is not responsible for collection of fees from any third parties except in the case of statutory nursery education funding allowance.

Fees are subject to review, usually on an annual basis in April but we may amend them at any time by providing you with four weeks' advance notice. If you do not accept the change in fees then you can terminate this Agreement on four weeks' notice. During such notice period the fees payable will be those before the change of fees notified to you in our notice.

Fees may change depending on the age of your child as set out in our Fee Schedule. If the fees are due to change because of your child's age, the new fee rate will apply from the first of the month following that change.

Unless we are in breach of these terms and conditions all booked sessions must be paid for regardless of child's attendance. No refunds are given for missed sessions due to sickness or holidays or unavoidable nursery closure. Be aware that the number of days childcare provided each month may vary. Bank holidays and inset days are still charged.

In addition, the Nursery will not refund any fees if we have to close due to events beyond our control, such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics/pandemic, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays or failures).

5. Government Funded Childcare

The Nursery offers funded childcare places in accordance with eligibility criteria set by the Local Authority and central government schemes.

Parents are responsible for ensuring that all required documentation is completed accurately and submitted within the specified deadlines.

This includes, but is not limited to:

- Valid eligibility codes
- Parent declaration forms
- Supporting documentation requested by the Nursery or Local Authority

Failure to provide the required information within the required timeframe may result in the Nursery being unable to claim funding on your behalf, and full fees will therefore be payable.

Funded hours at Bright Start Nursery are offered on a stretched basis across 51 weeks of the year. This means that the total funded annual entitlement is spread evenly across the Nursery's operating weeks. Funded hours are allocated in accordance with Local Authority guidelines and are subject to availability of sessions within the Nursery.

6. Inclusive Fees and Funded Hours

All fees are fully inclusive of:

- Food (all meals, snacks and drinks consumed at nursery, including formula milk)
- Non-food consumables (including nappies, wipes, suncream and emergency medicine)
- Extracurricular activities

These items form part of the Nursery's standard provision. Government funding contributes only towards the cost of childcare and does not cover the full cost of this provision.

The Nursery does not charge for funded hours themselves. However, parents have the option to pay for the additional services and provisions that are not covered by government funding. Parents will be informed clearly of all fees payable in advance. Any hours attended beyond the funded allocation will be charged at the Nursery's standard rates as set out in the Fee Schedule.

Funded hours:

- Must be used within the Nursery's designated session times
- Cannot be transferred, swapped, or carried forward
- Are subject to availability and cannot be guaranteed on specific days or times

Parents must notify the Nursery immediately of any changes to their circumstances that may affect

funding eligibility, including changes to employment status, address, or entitlement. If funding is withdrawn, becomes invalid, or is reduced for any reason, parents will be responsible for paying the full applicable fees for all booked sessions. The Nursery reserves the right to amend how funded hours are offered in line with changes to legislation, Local Authority guidance, or operational requirements.

7. Opening times and Closures

The nursery operates 7:45am – 6:30pm, is open 52 weeks per year, and closes on bank holidays and three inset days per year (which are chargeable). The Nursery may also close due to circumstances beyond its control, including but not limited to severe weather, infectious disease outbreaks, utility failure, or emergency repairs. In such cases, fees remain payable and the Nursery will not be liable for any consequential losses.

8. Collection, Late Collection and Safeguarding

Only authorised persons aged 18 years or over may collect a child. Parents must ensure that all authorised collectors are recorded with the Nursery and may be required to provide photographic identification.

Late collection will be charged at £10 per 15 minutes or part thereof. Parents must inform the Nursery as soon as possible if they expect to be late.

In accordance with the Nursery's Late Collection and Non-Collection of Children Policy:

- All reasonable attempts will be made to contact parents and emergency contacts
- The child will remain supervised at all times
- If collection cannot be arranged, safeguarding procedures will be followed, which may include contacting social services or the police

These procedures are implemented to ensure compliance with safeguarding legislation.

9. Safeguarding and Child Protection

The Nursery operates in accordance with its Safeguarding and Child Protection Policy and relevant statutory guidance.

All staff have a duty to safeguard children and report concerns. The Nursery may share information with external agencies where required to protect a child.

The Nursery reserves the right to:

- Refuse entry to a child where there are concerns for their wellbeing or the wellbeing of others
- Require immediate collection of a child
- Act without parental consent where safeguarding concerns arise

Confidentiality will not override the need to safeguard children.

10. Health, Illness and Infection Control

Parents must comply with the Nursery's Sickness and Illness Policy and Infection Control Policy. Children must not attend the Nursery if they are unwell or suffering from any infectious or contagious illness.

The Nursery reserves the right to refuse entry or require immediate collection of any child deemed unwell. Examples of situations where a child may be refused entry or sent home include, but are not limited to:

- Contagious or infectious illness

- Vomiting or diarrhoea within the exclusion period
- High temperature or fever
- Unexplained rash or symptoms of illness
- Where the child is unable to participate comfortably in normal nursery activities
- Where the child requires a level of care that exceeds the Nursery's staffing ratios or capabilities

Specific exclusion periods, including temperature thresholds and minimum exclusion periods for infectious illnesses (such as 48 hours for sickness and diarrhoea), are detailed in the Nursery's Sickness and Illness Policy and must be adhered to.

All decisions will be made in line with the Nursery's Sickness and Illness Policy and in the best interests of the child and other children in the setting. Exclusion periods must be followed in accordance with Nursery policy.

11. Prescribed Medication

Prescribed medication will only be administered in accordance with the Nursery's Medication Policy. Prescription medicines will not be administered unless they have been prescribed for a child by a doctor, dentist, nurse or pharmacist (this includes aspirin which can only be given to a child if prescribed by a doctor).

The Nursery Manager reserves the right to refuse to administer medicine to a child if the Nursery Manager has not been provided with the necessary consent from you or has not received the necessary confirmation as to how the medicine has been prescribed.

We will administer prescribed medicines only if parents have completed a Medicine Consent form via the Famly app. The Nursery reserves the right to refuse to administer medication where appropriate consent or information is not provided.

12. Special Educational Needs and Disabilities (SEND)

Parents must disclose any known or suspected SEND at the time of registration. Provision is delivered in accordance with the Nursery's SEND and Inclusion policies. The Nursery will assess whether it can meet the child's needs and reserves the right to refuse or withdraw a place where it is unable to do so.

13. Photography, Video and Observations

The Nursery uses photographs and video recordings as part of its daily practice to support children's learning, development and record keeping.

Photographs may be taken:

- During play and learning activities
- On outings
- For observations, assessments and learning journeys

These images are primarily used for educational purposes and to record children's development in line with EYFS requirements.

Images may also be used internally for identification purposes, including to support staff awareness of children's individual needs such as allergies.

Parental consent for photography is obtained prior to a child starting at the Nursery via the Family app and can be updated or withdrawn at any time in writing.

Where consent is not provided or is withdrawn, reasonable steps will be taken to ensure that your child is not included in photographs used for marketing purposes. However, it may not always be possible to exclude children from all group images.

Photographs are stored securely in accordance with the Nursery's Data Protection and Confidentiality Policy.

14. Local Outings

It is common practice for staff to take children on walks, to the local park or other activities in the local area such as the library. You may request in writing that your child does not participate in these activities.

Parental consent for excursions is obtained prior to a child starting at the Nursery via the Family app and can be updated or withdrawn at any time in writing.

15. Suncream

The Nursery may apply suncream to your child before going outside. If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children. You may request in writing for the Nursery not to apply sunscreen, however, in such cases, your child may not go outside in sunny weather without some form of sun protection such as long sleeve clothing, sun hat etc.

Parental consent for suncream application is obtained prior to a child starting at the Nursery via the Family app and can be updated or withdrawn at any time in writing.

16. Behaviour and Welfare

Children's behaviour is managed in accordance with the Nursery's Promoting Positive Behaviour Policy. The Nursery reserves the right to require immediate collection where a child's behaviour presents a risk to themselves or others.

17. Parent Conduct

Parents must adhere to the Nursery's Conflict Resolution with Parents and Aggressive Behaviour Policy. The Nursery operates a zero-tolerance policy towards:

- Aggressive or intimidating behaviour
- Harassment or abuse of staff
- Entering restricted staff areas without permission
- Misuse of social media to harm the reputation of the Nursery or staff

Any such behaviour may result in immediate termination of your child's place.

18. Termination and Notice

One month's written notice is required by either party to terminate this agreement or reduce sessions. Fees remain payable during the notice period.

The Nursery reserves the right to terminate this agreement with immediate effect in cases including:

- Non-payment of fees

- Safeguarding concerns
- Breach of Nursery policies
- Inappropriate or abusive behaviour

19. Accidents and Emergency Treatment

The nursery reserves the right to administer first aid and any emergency treatment as required. Parents will be informed of all accidents and will be asked to sign an Accident record form in Family. If emergency treatment at hospital is required the nursery will make all reasonable attempts to contact the parents but if this is not possible, we are authorised to act on behalf of the parents and authorise any necessary emergency treatment.

The Nursery may give your child certain types of non-medically prescribed medication, for example:

- to reduce your child's temperature
- respond to an allergic reaction
- or as the Nursery deems appropriate, acting reasonably.

This can only be done if parental consent for Calpol and Liquid Antihistamine is obtained prior to a child starting at the Nursery via the Family app and can be updated or withdrawn at any time in writing.

20. Data Protection and Confidentiality

The Nursery processes personal data in accordance with GDPR and its Data Protection Policy. Information may be shared with external agencies where required for safeguarding, legal or regulatory purposes.

We take your privacy seriously and will only use your personal information to manage your account, administer first aid/medical care, comply with government regulations, staff training and development but most importantly to provide tailored care to your child.

We process personal data including but not limited to special category data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (Personal Data).

From time to time, we will need to contact you, via phone or email to provide you with Nursery updates, share relevant news and send your invoices. We will input your data into a the Family app which helps us manage the administrative aspects of our Nursery smoothly.

Your data is held in a secure data centre and can only be accessed by authorised personnel. We may share Personal Data under the following circumstances:

- If you receive government funding the Nursery will share Personal Data with the funding provider
- With any other setting your child attends or may attend
- As required by Court Order, law, or regulation
- If the Nursery suspects child abuse and/or neglect, it will report these concerns to the relevant authorities in accordance with its Safeguarding policies and procedures (copies of which are available upon request from the Nursery Manager) and regulatory requirements.

21. Complaints

If you have any concerns at any time, the Nursery Manager is always available to discuss them in person at the Nursery as the first port of call.

An appointment may be made to discuss more detailed matters with the Nursery Manager and the staff concerned. Details of this meeting will be recorded in the "Complaints Log" and every effort will be made to address the problem as soon as possible.

If any matters remain unresolved, a senior member of the team will conduct a review and notify you of the outcome.

In certain serious matters the concern and the measures taken to resolve the concern will be reported to Ofsted.

For your information, the contact details for the Office for Standards in Education (Ofsted) are:

- National Business Unit, OFSTED, 5th, 6th & 7th Floors, Piccadilly Gate, Store Street, Manchester M1 2WD 14.6.2
- Complaint's contact number: 0300 123 1231

22. Recruitment of Nursery Staff

You agree that you will not, in any circumstances, make an offer of employment or engagement to any employee of the Nursery or in any other way (either directly or indirectly) to encourage any such employee to leave the employment of the Nursery.

If you decide to employ or engage any Nursery staff (in breach of this clause) on a full or part-time basis between 8am and 6pm, Monday to Friday, a Recruitment Fee based on 20% of the staff member's annual salary plus VAT at the standard rate is payable by you to the Nursery.

Per our Babysitting Policy staff are not permitted to babysit for families of children who attend the nursery.

23. Liability

The Nursery maintains appropriate insurance cover.

- The Nursery will not be liable for:
- Loss or damage to personal belongings
- Indirect or financial losses
- Costs arising from Nursery closure or exclusion

Nothing excludes liability for death or personal injury caused by negligence.

24. Changes to Terms

The Nursery reserves the right to amend these Terms and Conditions. Parents will be given at least one month's written notice of any changes.

25. Governing Law

These Terms and Conditions are governed by English law.



Bright Start Nursery Terms and Conditions

Glossary/Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

Agreement – The legally binding contract between the Parent(s)/Carer(s) and Bright Start Nursery Ltd, comprising these Terms and Conditions, the Registration Form, Fee Schedule, and the Nursery’s Policies and Procedures.

Child – The child named on the Registration Form who is attending the Nursery.

Deposit – The refundable amount paid to secure a nursery place, which may be offset against outstanding fees or deducted from the final invoice.

Fees – The charges payable for childcare services as set out in the Nursery’s Fee Schedule, including any additional charges such as late fees or extra sessions.

Fee Schedule – The document detailing the Nursery’s current fees, charges and payment structure, as amended from time to time. For the purposes of this agreement refer to the nursery fees outlined on the website: [Fees | Bright Start Nursery | Nursery Royal Wharf E16 | Bright Start Nursery Royal Wharf | Nursery Royal Docks](#).

Notice Period – The minimum period of notice required to terminate or amend sessions, being one calendar month unless otherwise stated.

Parent / Carer – The individual(s) with parental responsibility for the child, who have entered into this Agreement with the Nursery.

Policies and Procedures – The Nursery’s operational policies, including but not limited to Safeguarding, Sickness & Illness, Medication, SEND, Behaviour, Complaints and Data Protection policies.

Registration Form – The form completed by the Parent/Carer to apply for a place at the Nursery.

Safeguarding Authorities – External agencies including, but not limited to, the Local Authority, Social Services, Police, Ofsted and safeguarding partnerships.

Sessions – The agreed days and times that a child attends the Nursery, as set out in the Agreement Form.

Termination – The ending of this Agreement by either party in accordance with these Terms and Conditions.