



## BRIGHT START NURSERY TERMS AND CONDITIONS APRIL 2026 – 2027

### 1. INTRODUCTION

- 1.1 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.
- 1.2 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”).
- 1.3 By signing the Parent Agreement Form, you agree to comply with these Terms and Conditions.
- 1.4 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.
- 1.5 In the event of any ambiguity or inconsistency, the Nursery’s Policies and Procedures will take precedence.
- 1.6 To assist you in understanding these terms and conditions we have included a definitions/glossary page at the end.
- 1.7 For any clarification/queries please do not hesitate to contact the Nursery Manager.
- 1.8 By signing the Parent Agreement Form this will create a **legally binding** contract between us (**Agreement**).
- 1.9 Please therefore raise any queries with the Nursery Manager before signing.

### 2. IMPORTANT NOTICE

- 2.1 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.
- 2.2 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.
- 2.3 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”).

### 3. REGISTRATION

- 3.1 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.

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

- 3.2.1 Emergency contact details
- 3.2.2 Medical information
- 3.2.3 Dietary requirements
- 3.2.4 Safeguarding and welfare information
- 3.3 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.

### 4. START DATE AND DEFERRAL

- 4.1 The agreed start date forms part of this contract.
- 4.2 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.
- 4.3 Where insufficient notice is provided, fees will be charged from the original agreed start date.
- 4.4 Any deferral beyond 30 days will be subject to availability and the Nursery cannot guarantee that a place will remain available.

### 5. REGISTRATION FEE, DEPOSIT, CANCELLATION AND NOTICE

#### 5.1 Securing a place

- 5.1.1 A non-refundable registration fee of £100 and deposit of £300 is required to secure your child’s place at the Nursery.
- 5.1.2 The deposit will be applied as a credit against your child’s first invoice.
- 5.1.3 A place is considered accepted once the registration fee and deposit have been received.

#### 5.2 Cooling-off period

- 5.2.1 Parents have a statutory right to cancel this agreement within 14 days of signing.
- 5.2.2 If cancellation occurs within this period, all payments made, including the deposit, will be refunded in full, except for any childcare sessions already taken where the parent has expressly requested that childcare begins within the 14-day cooling-off period.

#### 5.3 Cancellation before the start date

- 5.3.1 If a parent cancels their child’s place after the 14-day cooling-off period but before the agreed start date, the **deposit will be non-refundable**.

5.3.2 The notice period does not apply in this situation.

#### 5.4 Notice after the child has started

5.4.1 Once a child has started at the Nursery, one calendar month's written notice is required to terminate this agreement or reduce sessions.

5.4.2 Fees remain payable during the notice period.

#### 5.5 Failure to give notice

5.5.1 If the required notice is not provided, fees in lieu of notice will be charged equivalent to one full calendar month based on the child's agreed booking pattern.

5.5.2 All fees must be paid in full up to the end of the notice period.

5.5.3 The Nursery reserves the right to recover any outstanding fees or charges.

pattern during the notice period.

## 7. FEES AND PAYMENTS

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

7.1.1 The Nursery reserves the right to suspend or restrict attendance where fees remain unpaid.

7.2 It is the responsibility of parents to pay their child's fees.

7.2.1 Invoices will be issued on the 22nd of each month.

7.2.2 Invoices will be due for payment on the 1st of the following month.

7.3 Any parent or carer whose fees remain unpaid after 1st of the month, without prior agreement of the Nursery Manager, may result in their child's place at the Nursery being withdrawn.

7.4 Any payments that are not met on time will incur a £25 late payment charge.

7.5 If fees or any other sum payable to the Nursery are unpaid or outstanding, the Nursery reserves the right to exclude a child from attending the Nursery with immediate effect in the event of non-payment.

7.6 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.

7.7 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.

7.8 In the event of default in 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.

7.9 The Nursery is not responsible for collection of fees from any third parties except in the case of statutory Nursery education funding allowance.

7.10 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.

7.10.1 If you do not accept the change in fees then you can terminate this Agreement on four weeks' notice.

7.10.2 During such notice period the fees payable will be those before the change of fees notified to you in our notice.

7.11 Fees may change depending on the age of your child as set out in our Fee Schedule.

7.11.1 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.

## 6. ADDITIONAL SESSIONS, CANCELLATIONS AND BOOKING CHANGES

### 6.1 Additional (Extra) Sessions

6.1.1 Additional sessions may be requested subject to availability and must be agreed in advance with the Nursery.

6.1.2 All additional sessions must be paid for at the time of booking.

6.1.3 Additional sessions are non-refundable unless cancelled in accordance with the cancellation terms below.

### 6.2 Cancellation of Additional Sessions

6.2.1 A minimum of 7 days' notice is required to cancel any additional session.

6.2.2 Where at least 7 days' notice is provided, the session fee will be refunded or credited to your account.

6.2.3 Where less than 7 days' notice is provided, the full fee for the session will remain payable.

### 6.3 Emergency / Short-Notice Bookings

6.3.1 Additional sessions requested with less than 5 working days' notice are considered emergency sessions and are strictly non-refundable.

### 6.4 Swapping Sessions

6.4.1 The Nursery does not offer the ability to swap booked sessions.

6.4.2 Any requests will only be considered in exceptional circumstances at the sole discretion of the Nursery and may be treated as an additional session booking and charged accordingly.

### 6.5 Changes to Booking Pattern

6.5.1 Any request to permanently increase or decrease your child's sessions must be made in writing and is subject to availability.

6.5.2 A minimum of one calendar month's written notice is required to reduce sessions.

6.5.3 Where insufficient notice is provided, fees will remain payable based on the original booking

- 7.12 Unless we are in breach of these terms and conditions all booked sessions must be paid for regardless of child's attendance.
- 7.13 No refunds are given for missed sessions due to sickness or holidays or unavoidable Nursery closure.
- 7.14 Be aware that the number of days childcare provided each month may vary.
- 7.15 Bank holidays and inset days are still charged.
- 7.16 The Nursery has three inset days per year.
- 7.17 Fees are due regardless of attendance, including during the notice period.
- 7.18 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).

## 8. GOVERNMENT FUNDED CHILDCARE

- 8.1 The Nursery offers funded childcare places in accordance with eligibility criteria set by the Local Authority and central government schemes.
- 8.2 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:
  - 8.2.1 Valid eligibility codes
  - 8.2.2 Parent declaration forms
  - 8.2.3 Supporting documentation requested by the Nursery or Local Authority
- 8.3 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.
- 8.4 Funded hours at Bright Start Nursery are offered on a stretched basis across 51 weeks of the year.
  - 8.4.1 This means that the total funded annual entitlement is spread evenly across the Nursery's operating weeks.
- 8.5 Funded hours are allocated in accordance with Local Authority guidelines and are subject to availability of sessions within the Nursery.

## 9. INCLUSIVE FEES AND FUNDED HOURS

- 9.1 All fees are fully inclusive of:
  - 9.1.1 Food (all meals, snacks and drinks consumed at Nursery, including formula milk)
  - 9.1.2 Non-food consumables (including nappies, wipes, suncream and emergency medicine)
  - 9.1.3 Extracurricular activities
- 9.2 These items form part of the Nursery's standard

- provision.
- 9.3 Government funding contributes only towards the cost of childcare and does not cover the full cost of this provision.
- 9.4 The Nursery does not charge for funded hours themselves.
- 9.5 However, parents have the option to pay for the additional services and provisions that are not covered by government funding.
- 9.6 Parents will be informed clearly of all fees payable in advance.
- 9.7 Any hours attended beyond the funded allocation will be charged at the Nursery's standard rates as set out in the Fee Schedule available on the Nursery's website.
- 9.8 Funded hours:
  - 9.8.1 Must be used within the Nursery's designated session times
  - 9.8.2 Cannot be transferred, swapped, or carried forward
  - 9.8.3 Are subject to availability and cannot be guaranteed on specific days or times
- 9.9 Parents must notify the Nursery immediately of any changes to their circumstances that may affect funding eligibility.
  - 9.9.1 This includes changes to employment status, address, or entitlement.
- 9.10 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.
- 9.11 The Nursery reserves the right to amend how funded hours are offered in line with changes to legislation, Local Authority guidance, or operational requirements.

## 10. OPENING TIMES AND CLOSURES

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

## 11. COLLECTION, LATE COLLECTION AND SAFEGUARDING

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

11.3 Late collection will be charged at £10 per 15 minutes or part thereof.

11.4 Parents must inform the Nursery as soon as possible if they expect to be late.

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

11.5.1 All reasonable attempts will be made to contact parents and emergency contacts

11.5.2 The child will remain supervised at all times

11.5.3 If collection cannot be arranged, safeguarding procedures will be followed

11.5.4 This may include contacting social services or the police.

11.6 These procedures are implemented to ensure compliance with safeguarding legislation.

## 12. SAFEGUARDING AND CHILD PROTECTION

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

12.2 All staff have a duty to safeguard children and report concerns.

12.3 The Nursery may share information with external agencies where required to protect a child.

12.4 The Nursery reserves the right to:

12.4.1 Refuse entry to a child where there are concerns for their wellbeing or the wellbeing of others.

12.4.2 Require immediate collection of a child.

12.4.3 Act without parental consent where safeguarding concerns arise

12.5 Confidentiality will not override the need to safeguard children.

## 13. HEALTH, ILLNESS AND INFECTION CONTROL

13.1 Parents must comply with the Nursery's Sickness and Illness Policy and Infection Control Policy.

13.2 Children must not attend the Nursery if they are unwell or suffering from any infectious or contagious illness.

13.3 The Nursery reserves the right to refuse entry or require immediate collection of any child deemed unwell.

13.4 Examples of situations where a child may be refused entry or sent home include, but are not limited to:

13.4.1 Contagious or infectious illness

13.4.2 Vomiting or diarrhoea within the exclusion period

13.4.3 High temperature or fever

13.4.4 Unexplained rash or symptoms of illness

13.4.5 Where the child is unable to participate comfortably in normal Nursery activities

13.4.6 Where the child requires a level of care that

exceeds the Nursery's staffing ratios or capabilities

13.5 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.

13.6 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.

13.7 Exclusion periods must be followed in accordance with Nursery policy.

## 14. PRESCRIBED MEDICATION

14.1 Prescribed medication will only be administered in accordance with the Nursery's Medication Policy.

14.2 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).

14.3 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.

14.4 We will administer prescribed medicines only if parents have completed a Medicine Consent form via the Famly app.

14.5 The Nursery reserves the right to refuse to administer medication where appropriate consent or information is not provided.

## 15. SPECIAL EDUCATIONAL NEEDS AND DISABILITIES (SEND)

15.1 Parents must disclose any known or suspected SEND at the time of registration.

15.2 Provision is delivered in accordance with the Nursery's SEND and Inclusion policies.

15.3 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.

## 16. PHOTOGRAPHY, VIDEO AND OBSERVATIONS

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

16.2 Photographs may be taken:

16.2.1 During play and learning activities

16.2.2 On outings

16.2.3 For observations, assessments and learning journeys

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

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

16.5 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.

16.6 Where consent is not provided or is withdrawn, reasonable steps will be taken to ensure that your child is not included in photographs.

16.7 However, it may not always be possible to exclude children from all group images.

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

## 17. LOCAL OUTINGS

17.1 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.

17.2 You may request in writing that your child does not participate in these activities.

17.3 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.

## 18. SUNCREAM

18.1 The Nursery may apply suncream to your child before going outside.

18.2 If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children.

18.3 You may request in writing for the Nursery not to apply sunscreen.

18.4 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.

18.5 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.

## 19. BEHAVIOUR AND WELFARE

19.1 Children's behaviour is managed in accordance with the Nursery's Promoting Positive Behaviour Policy.

19.2 The Nursery reserves the right to require immediate collection where a child's behaviour presents a risk to themselves or others.

## 20. PARENT CONDUCT

20.1 Parents must adhere to the Nursery's Conflict Resolution with Parents and Aggressive Behaviour Policy.

20.2 The Nursery operates a zero-tolerance policy

towards:

20.2.1 Aggressive or intimidating behaviour

20.2.2 Harassment or abuse of staff

20.2.3 Entering restricted staff areas without permission

20.2.4 Misuse of social media to harm the reputation of the Nursery or staff

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

## 21. TERMINATION

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

21.1.1 Non-payment of fees

21.1.2 Safeguarding concerns

21.1.3 Breach of Nursery policies

21.1.4 Inappropriate or abusive behaviour

## 22. ACCIDENTS AND EMERGENCY TREATMENT

22.1 The Nursery reserves the right to administer first aid and any emergency treatment as required.

22.2 Parents will be informed of all accidents and will be asked to sign an Accident record form in Family.

22.3 If emergency treatment at hospital is required the Nursery will make all reasonable attempts to contact the parents. If this is not possible, we are authorised to act on behalf of the parents and authorise any necessary emergency treatment.

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

22.4.1 to reduce your child's temperature

22.4.2 respond to an allergic reaction

22.4.3 or as the Nursery deems appropriate, acting reasonably.

22.5 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.

## 23. DATA PROTECTION AND CONFIDENTIALITY

23.1 The Nursery processes personal data in accordance with GDPR and its Data Protection Policy.

23.2 Information may be shared with external agencies where required for safeguarding, legal or regulatory purposes.

23.3 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.

23.4 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).

23.5 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.

23.6 We will input your data into the Family app which helps us manage the administrative aspects of our Nursery smoothly.

23.7 Your data is held in a secure data centre and can only be accessed by authorised personnel.

23.8 We may share Personal Data under the following circumstances:

23.8.1 If you receive government funding the Nursery will share Personal Data with the funding provider

23.8.2 With any other setting your child attends or may attend

23.8.3 As required by Court Order, law, or regulation

23.8.4 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

## 24. COMPLAINTS

24.1 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.

24.2 An appointment may be made to discuss more detailed matters with the Nursery Manager and the staff concerned.

24.3 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.

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

24.5 In certain serious matters the concern and the

measures taken to resolve the concern will be reported to Ofsted.

## 25. RECRUITMENT OF NURSERY STAFF

25.1 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.

25.2 If you decide to employ or engage any Nursery staff (in breach of this clause) on a full or part-time basis between 7.45am and 6.30pm, 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.

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

## 26. LIABILITY

26.1 The Nursery maintains appropriate insurance cover.

26.2 The Nursery will not be liable for:

26.2.1 Loss or damage to personal belongings

26.2.2 Indirect or financial losses

26.2.3 Costs arising from Nursery closure or exclusion

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

## 27. CHANGES TO TERMS

27.1 The Nursery reserves the right to amend these Terms and Conditions.

27.2 Parents will be given at least one month's written notice of any changes.

## 28. GOVERNING LAW

28.1 These Terms and Conditions are governed by English law.



## GLOSSARY / DEFINITIONS

**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** – A payment made to secure a Nursery place, which will be applied as a credit against the child’s first invoice. The deposit is non-refundable if the place is cancelled after the 14-day cooling-off period and before the child’s start date.

**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.

**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.

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

**Safeguarding Authorities** – External agencies including the Local Authority, Social Services, Police, Ofsted and safeguarding partnerships.

**Sessions** – The agreed days and times that a child attends the Nursery.

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



### FEES SCHEDULE APRIL 2026 / 2027

Standard Monthly Fees		No. of Days Attended			
		2	3	4	5
6 months - 2 years	Full Day	£863.31	£1,294.96	£1,726.61	£2,158.26
2 years +	Full Day	£801.64	£1,202.46	£1,603.28	£2,004.10

Funded Monthly Fees: *		No. of Days Attended			
		2	3	4	5
Under 2's 30hr Funding	Full Day	£75.67	£414.65	£846.31	£1,277.96
2 Yr Old 30hr Funding	Full Day	£70.27	£385.04	£785.86	£1,186.68
Over 3's 15hr Funding	Full Day	£514.64	£915.46	£1,316.28	£1,717.10
Over 3's 30hr Funding	Full Day	£313.73	£628.51	£1,029.33	£1,430.15

Funding Band		Additional Charges per Funded Session*		
		Food	Extra-curricular Activities	Non-food Consumables
Under 2's 30hr Funding	Full Day	£0.00	£0.00	£0.00
2 Yr Old 30hr Funding	Full Day	£0.00	£0.00	£0.00
Over 3's Funding	Full Day	£17.00	£6.50	£5.14