

Hackenthorpe Hall Nursery

Childcare terms and conditions (revised 2021)

Hackenthorpe Hall Nursery Terms and Conditions

The document and the terms and conditions within it govern the basis on which Hackenthorpe Hall Nursery (referred to here as ['we' / 'our' / 'us']) agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. If we have not had sight of any identification, we will ask to see your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of our registration process.

Our details:

Hackenthorpe Hall Ltd Trading as Hackenthorpe Hall Nursery

Hackenthorpe Hall

Main Street

Hackenthorpe

Sheffield S12 4LB

Telephone: 0114 2483737

Email: emma@hackenthorpehallnursery.co.uk

Ofsted URN: 300887

Insured by: Pre-School Learning Alliance

YOU WILL BE REQUIRED TO DOWNLOAD A FREE APP IN ORDER FOR US TO COMMUNICATE INFORMATION AND INVOICES USING A UNIQUE PASSCODE FOR YOUR CHILD.

Terms and conditions

1.0 Our obligation to you

- 1.1 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we ever decide to change the session times, we will give you as much notice of our decision as possible.
- 1.2 We will adhere to the principles of General Data Protection Regulation (GDPR) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is provided in this agreement.
- 1.3 We are under Safeguarding Obligations to share information with other professionals or agencies without your consent if we have cause for concern. A copy of our Policies and Procedures are located in our Reception. A copy of any Policy can be requested.
- 1.4 We will try to accommodate any requests you may make for additional sessions.

- 1.5 We will notify you as soon as possible of any days we will be closed.
- 1.6 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 1.7 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 1.8 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.
- 1.9 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.
- 1.10 We will maintain appropriate insurance to cover our childcare activities.
- 1.11 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

2.0 Your obligation to us

- 2.1 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.2 The *Registration Procedure* includes medicine consent and emergency treatment authorisations which you will need to agree via acknowledgement on FAMILY APP
- 2.3 You will abide by our policies and procedures.
- 2.4 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.5 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.
- 2.6 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.
- 2.7 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A late payment charge of £5 per 15 minutes will be applied.
- 2.8 You will inform us as far in advance as possible of any dates on which your child will not be attending by registering absence on FAMILY APP
- 2.9 You will provide us with at least one month's notice of your intention to decrease the number of hours your child attends or to withdraw your child and end this Agreement. If insufficient notice is given you will

be responsible for the full fees for your child for one month from the date of notice. If you are ending this Agreement, notice must be given using FAMLY APP or email.

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

3.0 Payment of fees – (A non-refundable £20 booking fee is required to reserve a place)

- 3.1 Our fees are based on a weekly fee. We may review these fees at any time but shall inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one month's notice, using FAMLY APP or email.
- 3.2 Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the Weekly Fee by 51 weeks and dividing the total number by 12. This will give 12 equal monthly payments. Fees apply 12 months of the year. Where funding applies, Term time Bookings will be billed monthly in advance by session basis
- 3.3 All payments made under the Agreement should be by bank transfer into the nursery bank account, details are on the invoice which FAMLY APP will send to your email. FAMLY APP also has a facility to pay by pressing the 'Balance' tab and using a debit or credit card. We do not accept cash. All payment, regardless of method, shall be made by you monthly, in advance on the first day of each month (the due date). Payments from HMRC tax free childcare accounts or other Employment schemes should be made by the 10th. Late payments incur a late payment fee of £25.
- 3.4 If the payment of fees and charges referred to in 3.3 is outstanding for more than one month then we may terminate this Agreement with immediate effect. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.
- 3.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will raise the applicable charges under a separate invoice for payment.
- 3.6 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and no refund is given for this closure. One week of holiday discount has already been taken into account when calculating your child's fees. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.7 In the event of late collection of your child, we reserve the right to charge for each additional 15 minutes at £5.

4.0 Suspension of a child

- 4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.
- 4.2 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.

- 4.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.
- 4.4 During any period of suspension for behaviour-related issues we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.
- 4.5 If your child is suspended part way through the month, under the conditions stated in clause 4.3 we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

5.0 Termination of the Agreement

- 5.1 You may end this Agreement at any time, giving us at least one month's notice by using FAMILY APP MESSAGING SERVICE or email
- 5.2 We may immediately end this Agreement if:
- 5.2.1 You have failed to pay your fees;
 - 5.2.2 You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;
 - 5.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff;
 - 5.2.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this Agreement.
- 5.4 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

6.0 General

- 6.1 If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions, Infection outbreak) the Weekly Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. If the closure exceeds three consecutive days in duration (excluding any days when we would otherwise have been closed), we will credit you with an amount that represents the number of days closed in excess of three days.
- 6.2 If you have any concerns regarding the services we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the manager. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
- 6.3 We will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our FAMILY APP whilst your child is with us. You can give your permission via FAMILY APP on

shared use of your child's photographs, e.g. sharing photos/videos of your child with other parents the children are playing together. The photographs are used for display and for your child's records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use.

- 6.4 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 6.5 Whilst food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. It is our usual practice to provide both a meat and vegetarian option. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained. Where parents provide their own food, we will only accept healthy options and certain food and drink are not allowed in the playrooms, such as Chocolate, Crisps, nuts, sesame. We are a juice free setting and encourage all children to drink water in preparation for school and to improve hydration and oral health. We ask that you provide an empty labelled water bottle from home so we can use this during the session for your child's drink. This will be returned daily to be cleaned at home.
- 6.6 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and our *Confidentiality and Client Access to Records Policy*. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

7.0 This Agreement

- 7.1 We reserve the right to vary the terms and conditions contained in this Agreement
- 7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.
- 7.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

Acceptance of our offer of a childcare place

By acknowledging this document on FAMILY APP - indicates that you have read and understood the above terms and conditions and to confirm your acceptance of a childcare place with us for your child.

For parent(s)/guardian(s) under the age of 18, a guarantor aged over 18, must also acknowledge the contract on your behalf. The contract would therefore be between Hackenthorpe Hall Nursery, you and the guarantor.

A copy of this completed and signed contract will be provided to each person who has accepted responsibility to this contract.

Hackenthorpe Hall Nursery's Privacy Notice

Hackenthorpe Hall LTD trading as Hackenthorpe Hall Nursery
Hackenthorpe Hall
Main Street
Hackenthorpe
Sheffield S12 4LB

Introduction

We are committed to ensuring that any personal data we hold about you and your child is protected in accordance with data protection laws and is used in line with your expectations.

This privacy notice explains what personal data we collect, why we collect it, how we use it and how we protect it.

What personal data do we collect?

We collect personal data about you and your child to provide care and learning that is tailored to meet your child's individual needs. We also collect information in order to verify your eligibility for free childcare as applicable.

Personal details that we collect about your child include:

- your child's name, date of birth, address, health and medical needs, development needs, and any special educational needs.

Where applicable we will obtain child protection plans from social care and health care plans from health professionals.

We will also ask for information about who has parental responsibility for your child and any court orders pertaining to your child.

Personal details that we collect about you include:

- your name, home and work address, phone numbers, email addresses, emergency contact details, and family details.

This information will be collected from you directly in the registration form.

If you apply for up to 30 hours free childcare, we will also collect:

- your national insurance number or unique taxpayer reference (UTR), if you're self-employed. We may also collect information regarding benefits and family credits that you are in receipt of.

Why we collect this information and the legal basis for handling your data

We use personal data about you and your child in order to provide childcare services and fulfil the contractual arrangement you have entered into. This includes using your data to:

- contact you in case of an emergency
- to support your child's wellbeing and development
- to manage any special educational, health or medical needs of your child whilst at our setting
- to carry out regular assessment of your child's progress and to identify any areas of concern
- to maintain contact with you about your child's progress and respond to any questions you may have
- to process your claim for up to 30 hours free childcare (only where applicable)
- to keep you updated with information about our service

With your consent, we will also record your child's activities for their individual learning record. This may include photographs and videos. You will have the opportunity to withdraw your consent at any time, for images taken by confirming so in writing.

We have a legal obligation to process safeguarding related data about your child should we have concerns about their welfare. We also have a legal obligation to transfer records and certain information about your child to the school that your child will be attending (see *Transfer of Records* policy).

Who we share your data with

In order for us to deliver childcare services we will also share your data as required with the following categories of recipients:

- Ofsted – during an inspection or following a complaint about our service
- banking services to process chip and pin
- the Local Authority (where you claim up to 30 hours free childcare as applicable)
- the government's eligibility checker (as above)
- our insurance underwriter (if applicable)
- our setting software management provider (if applicable)
- the school that your child will be attending

We will also share your data if:

- we are legally required to do so, for example, by law, by a court or the Charity Commission;
- to enforce or apply the terms and conditions of your contract with us;
- to protect your child and other children; for example by sharing information with social care or the police;
- it is necessary to protect our/or others rights, property or safety
- We transfer the management of the setting, in which case we may disclose your personal data to the prospective buyer so they may continue the service in the same way.

We will never share your data with any other organisation to use for their own purposes.

How do we protect your data?

We protect unauthorised access to your personal data and prevent it from being lost, accidentally destroyed, misused, or disclosed by:

Data stored in the Office is in a locked filing cabinet and is protected by CCTV and door access code.
Data stored on tablets in the Playrooms and office computers which are password protected
All Electronic devices are password protected

How long do we retain your data?

We retain your child's personal data for up to 3 years after your child no longer uses our setting, or until our next Ofsted inspection after your child leaves our setting. Medication records and accident records are kept for longer according to legal requirements. Your child's learning and development records are maintained by us and handed to you when your child leaves.

In some instances (child protection, or other support service referrals) we are obliged to keep your data for longer if it is necessary to comply with legal requirements (see our Children's and Provider Records policies).

Automated decision-making

We do not make any decisions about your child based solely on automated decision-making.

Your rights with respect to your data

You have the right to:

- request access, amend or correct your/your child's personal data
- request that we delete or stop processing your/your child's personal data, for example where the data is no longer necessary for the purposes of processing; and
- request that we transfer your, and your child's personal data to another person

If you wish to exercise any of these rights at any time or if you have any questions, comments or concerns about this privacy notice, or how we handle your data please contact us. If you have continue to have concerns about the way your data is handled and remain dissatisfied after raising your concern with us, you have the right to complain to the Information Commissioner Office (ICO). The ICO can be contacted at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or ico.org.uk/

Changes to this notice

We keep this notice under regular review. You will be notified of any changes where appropriate.

Declaration

Please sign below to indicate you have read and understood the terms and conditions stated above.

This form must be signed by a person with Parental Responsibility for the child

Full Name _____

Signed _____ Date _____