

## STANDARD TERMS AND CONDITIONS – v1.4

---

### 1. The Nursery

- (a) **Definitions.** “Nursery” means Virdee Daycare Limited T/A The Willows Day Nursery. “Parent” means the Parent(s) or Guardian(s), who have parental responsibility and sign the agreement to accept the childcare service, and also includes other family members such as grandparents or friends. “Child” means the child for whom day care is provided, and is aged 6 weeks to 5 years.
- (b) **Nursery Values** – We aim for excellence in childcare, and work to the highest standards. We are committed to providing a caring, safe and stimulating environment where all children, parents feel valued, happy and secure. Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name. Any abuse will not be tolerated.
- (c) **Childcare Service Agreement (CSA)** – This is a service contract for care with the nursery. The CSA must be completed and signed by all parties before a child will be allowed to attend. Parents may request a copy.
- (d) **Parental Responsibility** – Nursery will normally access to both parents named on Birth Certificate, or the main carer. If any parent wants to restrict child access to the other parent, they must produce a court order.
- (e) **Policies and Procedures (P&P)**- The Nursery has comprehensive P&P in place to safeguard the child and ensure compliance with statutory requirements. Parents are given access to all P&P of the nursery at settling-in time, before the child starts. The parents are asked to sign a statement that they have read and understood the P&P. No child can attend nursery without their parents having signed the P & P’s. They cannot be emailed and always available for reference in the nursery. They can change from time to time, and parents can ask to view the current versions at any time.
- (f) **Early Years Foundation Stage** – We implement the EYFS fully to meet the statutory requirements. We also work with other safeguarding agencies as well as local authority child support agencies.
- (g) **Safeguarding Staff and Children**– All staff are fully trained and hold Enhanced DBS checked to safeguard children. If anyone does not hold an Enhanced DBS checked, they will never be left alone with children. Any Parents who act violently, or abusively will be asked to leave immediately, and risks their place being terminated.
- (h) **Visitors** – Any visitors to Nursery will have their ID verified, and asked to switch off and leave all bags and mobile devices in the office. It is a serious breach to record audio or video in the nursery without permission. If necessary, the Police may be called.
- (i) **Minimum Booking** – We require parents to book at least TWO full days sessions, on different days to ensure their child settles and becomes accustomed to the nursery routines.
- (j) **Nursery Places** – These are either non funded (‘Private’), or grant funded (Grant Funded’). Grant funded spaces are further divided into (i) Funded plus extra attendance, (ii) Grant funded only, and finally (iii) Limited grant funded with packed meals. There are waiting lists kept for each place type. Spaces are allocated by the nursery management on availability.

### 2. Entry to the Nursery

- (a) **Admission** – Nursery places are offered if there is capacity within the setting by the nursery management. Priority is given to siblings of children already in the setting.
- (b) **Enrolment and registration** - Parents must complete all required enrolment forms accurately and provide all necessary information
- (c) **Acceptance of a place** – The place can be formally accepted by the payment of a non refundable registration fee within 5 days of the offer. Exception is for limited grant funded with packed meals places.
- (d) **Changes to Attendance:** The parent will have to complete the online form to make changes to attendance. If the online form is

not available, or not accessible, an email must be sent to the nursery management giving TWO clear week’s notice. Current fees will continue to apply during the notice period. All changes are subject to management approval, and will be confirmed by email.

- (e) **Infections / illnesses:** Nursery reserves the right to refuse admission to a child who is unwell or displaying symptoms of contagious illness. See Exclusion through illness procedure.
- (f) **Diseases** - The Nursery accepts no liability if a child contracts any illness transmitted at the nursery. Parents must let the nursery know of any GP / Hospital confirmed disease.
- (g) **Dietary Needs** - Parents must give written notice of any allergies, medical conditions, or special dietary requirements.
- (h) **Nursery opening** is at published times, Monday to Friday over 51 weeks of the year. The Nursery will be closed for all public holidays, and 1 week between Christmas and New Year.
- (i) **Child Welfare** – Parents authorise the Nursery to:
1. Take all necessary action to safeguard and promote the welfare of their child. Parents consent to use of physical contact with children as may be lawful, appropriate and to provide comfort to a child in distress and or to maintain their safety.
  2. Parents consent to emergency medical treatment, including:
    - Cleansing of any cuts
    - Application of plasters
    - Use of a cold compress
    - In extreme emergencies surgery or general anaesthetics if certified necessity by a doctor if a Parent cannot be contacted.
- (j) **Nursery Sessions** are limited by staffing ratio requirements and subject to availability. The nursery standard sessions are available separately and will change from time to time, and are subject to demand. The Nursery Management decision is final. In case of staff shortage, children may be asked to attend alternative sessions temporarily.
- (k) **Early Drop-off / Late collection:** Charges apply before and after session time or 6.00pm, at a rate of £5 every 5 minutes, subject to discretion by the management team.
- (l) **Communication** - Parents are encouraged to request information, or communicate any concerns or feedback via email to finance or the nursery management promptly.

### 3. Complaints Procedure

We very much want to avoid any reason to complain. Nursery staff and management team work very hard to minimise reason to complain. The first stage is to approach the room leader and resolve the complaint.

In the event a complaint is made in stage 2, we will ensure all complaints are dealt with as soon as possible and ideally within the nursery setting. The following steps should be followed to raise a complaint::

1. Making the concerns known – Let us know the nature of the complaint.
  2. Speak directly with the Room Leader
  3. Put the complaint to the Nursery Manager. The matter will be investigated and a formal response given within 28 days.
  4. Raise the complaint with the managing director by email to [bvirdee@willowsdaynursery.co.uk](mailto:bvirdee@willowsdaynursery.co.uk)
  5. We very much hope to resolve the matter in the nursery, but if the matter is not resolved, the parent can raise the complaint to OFSTED on [enquiries@ofsted.gov.uk](mailto:enquiries@ofsted.gov.uk) or 0300 123 1231
  6. If the complaint is of a financial nature, please raise it to the finance team directly.
4. **Early Entitlement Funding**  
Eligible parents can apply for Funding of 15 hours and 30 hours, which are normally over 38 weeks, or may be stretched to 51

weeks. An extra premium will apply if a grant is stretched over 51 weeks. Parents can apply for grants on [childcarechoices.gov.uk](http://childcarechoices.gov.uk), and are responsible for maintaining eligibility at all times.

- (a) **Funding Types** - The nursery accepts the following grant funding for children, subject to meeting the appropriate eligibility criteria:
- **Baby 9 months to 23 months funding.**
  - **Two year old funding.**
  - **Universal funding** for 3 and 4 Year olds.
  - **Extended Baby, 2 year, and 3 / 4 Year funding.**

Parents must provide the funding code and their National Insurance Number, and sign the funding declaration form, available from the nursery. Children will forfeit any grant hours not used in the term allocated for them.

- (b) **EYPP Funding** is received for certain children, depending on the home address. We do not differentiate between children in receipt of EYPP funding and those who do not. The funding is used for the benefit of all children.
- (c) **Free Grant Sessions** – Limited availability with grant funding, and is provided over 38 weeks only. No meals are provided.
- (d) **51 weeks stretched funding** may be selected if a child will be at nursery for 12 months prior to leaving for reception school. If after a stretched 51 week period, the child is still at nursery, they will be moved to 38 weeks, and pay separately for out of term time attendance at standard rates.
- (e) **Changing between 38 and 51 weeks funding** – A child on a stretched 51 weeks funding is not allowed to change to 38 weeks, or vice versa during the term. This is to ensure children receive their full quota of hours. There is no option to re-calculate charges during the term.
- (f) **Fee calculations** for 15 and extended hours funding will be done using the Grant Funding Rates, that are calculated by the Nursery. Standard nursery prices cannot be mixed with grant funding calculation, in the same week. Please refer to the latest Business Policies for the Calculation of the Grant Funding Rates, and examples to show different scenarios. The Business Policies will change from time to time, and the latest version is available in the nursery.

## 5. **Fees and Extras**

- (a) **Care Charges/Fees:** Payable for all weeks of contracted attendance of 51 weeks of the year, unless Childcare grant is applicable. Fees will NOT be refunded or waived for absence through sickness, family holidays or bank holidays. Fees are demanded in advance.
- (b) **Consumables Charge:** This consists of charges not included in the nursery grant. These include amongst other things nursery meals, cooking, resources, snacks, milk, cleaning materials.
- (c) **Nursery Fees-** These include all consumables charge, except for limited funded only with packed meals places.
- (d) **Grant Funding Rate** - The nursery calculates its own hourly rate for each funding type that is applied to attendance above funded hours.
- (e) **Registration Fee** – This is a non refundable amount and is paid when a new child registers for a place, except for limited funded only with packed meals places.
- (f) **Deposit:** The deposit is held as a credit on the childcare account and refundable when the child leaves. For children attending grant hours plus extra hours, it is one week's standard amount. If a child is attending grant hours only, the deposit of £100. For limited grant only with packed meals places there is no deposit.
- (g) **Fee Increases** – We reserve the right to increase fees at any time, giving 4 weeks written notice to parents.
- (h) **Ad-hoc / Extra Sessions:** These must be requested by completing the online form, and in the event the form is not available, via email to nursery management, and places will be confirmed by email. Booked sessions become payable at standard fees, in addition to weekly fees, and must be paid for in advance. The day cannot be swapped or cancelled or refunded if not used. Ad-hoc attendance is for occasional use when a parent has a specific reason, it CANNOT become regular attendance.

- (i) **Invoices:** Will be issued by email to parents, and must be paid in full by 15 days, or end of the month, whichever is sooner.
- (j) **Meal Charges:** If charged separately, there is no refund for missed meals.
- (k) **Sibling Discount:** When two or more children from the same family are paying charges, a discount of 10% is given to the lowest paying child, usually the older child. Both children must be paying for childcare to qualify.
- (l) **Payment Methods:** The Nursery will accept payments by Bank Transfer, Tax Free Childcare, Childcare Vouchers, and Card. Any large Cash payments (greater than £50) should be avoided and will carry a £5.00 surcharge per payment.
- (m) **Interest on Late Payments** – We charge interest on payments not made in the month they arise. See Business Policies for more information.
- (n) **Debt Handling:** The Nursery will try to resolve non payment disputes, but reserves right to pursue all non payments of fees including use of debt collection agencies, and sharing of personal information. No child information will be disclosed. Any child who is using grant funding and with debt on the account and the parent does not engage in a reasonable payment plan, the Nursery will:
- Move child to limited grant only attendance with packed lunches from the following week.
  - Remove any extra paid services for the child, if applicable.
  - Terminate the child's nursery place at the end of the current grant term. A child will only be allowed onto the next term, if the account is fully settled BEFORE the start of the new term.

## 6. **Termination / Cancellation**

- (a) **Period of Notice:** Either party may terminate CSA with 4 weeks written notice. Outstanding fees must be settled before enrolment can be terminated, and any pre-paid fees for unused services will not be refunded.
- (b) **Withdrawal:** In the event of the parent giving notice of withdrawal of their child immediately, there shall be due to the nursery 4 weeks' fees in lieu of notice. Failure by the parent to provide 4 weeks' written notice or any notice at all shall render the Parent liable to the nursery for 4 weeks' fees, and the deposit forfeited.
- (c) **Termination by Nursery:** The Nursery reserves the right to terminate any Child's CSA, or restrict access to parent or child, at any time without notice, in consideration of the protection of other children and staff, and the well- being and smooth operation of the Nursery. Any disruption caused by a parent or child that is deemed inappropriate or not conducive to a nursery environment, or undermines the reputation of the Nursery, or its staff, will be cause for termination at the discretion of the Nursery Manager.
- (d) **Arrears** – Nursery reserves the right to immediately suspend a child from attending in the case of an unpaid debt on the account. Children with grant plus extra sessions will immediately be moved to grant only attendance, subject to available sessions. The nursery shall be entitled to serve a formal demand for payment of such monies.

## 7. **General Data Protection Regulations (GDPR)**

We hold personal data relating to the Parents, grandparents and the child. All data is used in accordance with the Nursery GDPR Policy. You must accept all sections of the GDPR policy when signing the CSA, and using the Nursery Childcare service.

### **Policy**

- (a) Principles of the GDPR – This requires the nursery to collect and protect parental and child information for business, statutory compliance and safeguarding purposes.
- (b) We will treat nursery information as confidential and will not release personal data to any external marketing agency or organisation.
- (c) We will release data to external organisations for child protection, child safeguarding, and other business purposes if required.
- (d) The nursery informs parents of what data is being held, and how it is processed, and also stipulates when it is deleted. All data is

safeguarded inside the nursery via password protected computer systems, network firewalls, and training staff in the handling of data.

- (e) It is the parent's responsibility to inform the nursery of any changes in personal circumstances.
- (f) Lawful basis - We are required to hold Parent and child information for:
  - a. Performance of the CSA
  - b. Compliance with legal and regulatory authorities
  - c. Protect and safeguard vital interests of the Parent and Child

### **Data Management**

- (g) **Making a request** - A parent can make a written request to view any data held by the nursery for themselves and their child. CCTV footage cannot be shown to parents to safeguard other children.
- (a) **Keeping us informed** - We need to be informed when information changes, such as addresses, telephone numbers, child health, etc. We will then update our systems.
- (b) **Request for erasure of data:** A parent needs to give written notice to have their data deleted. Data such as CCTV is automatically deleted after a number of days. If there is a compulsory need to hold on to the data, due to safeguarding, the request to delete data will be denied and a reason given. Data is normally deleted as per the Automatic Data Deletion section.
- (c) **Access to data:** A parent can make a written request to access their data. This will be provided free of charge.
- (d) **Update of data:** It is the parent's responsibility to ensure the data held by the nursery is up to date. If we do not have up to date information we will be unable to contact parents in case of emergency.
- (e) **Request to restrict processing data** – Parent's can make a written request to restrict use of the personal data. We will still use the information to comply with legal compliance and safeguarding.
- (f) **Right of Data Portability** – child data will transition through various sections of the nursery. Once consent given, it will apply for all sections of the nursery to enable smooth transfer between child rooms.
- (g) **Right to object** – Parents can object to any use of the nursery data, but we will abide by any legal and regulatory authority compliance.
- (h) **Right to automatic processing of data** – Online Learning Journals and other systems will record and assess children's progress and development.
- (i) **Sharing of data** – We will ensure anyone who is given some data is compliant with the GDPR requirements.
- (j) **Information Risks** – Despite all efforts, it is understood that it may be impossible to protect the data from leaks. Data is protected by being accessible to those with a need to know. Any information in a data breach will be taken seriously and actions put into place to minimise the risks. Thus it is data protection by design and default.
- (k) **Data Protection Impact Assessments** – Carried out when any new technologies are implemented and any processes that need to be changed will be implemented.
- (l) **Data Protection Officer** – The Data protection officer who may be contacted with any data protection concern.
- (m) **Breach Notification** – It is a duty to report any data protection breach that it becomes aware of to the Information Commissioners Office (ICO).

### **Automatic Data Deletion**

- (n) Child personal data / Health Information – After 3 years of the child leaving the nursery
- (o) Parent personal data – Deleted 3 years of the child leaving the nursery.
- (p) Child Pictures - These are deleted from the iPad's / Tablets at the end of the term.
- (q) CCTV Footage – automatically deleted after a few days.
- (r) Accounts information – Deleted after a period of 7 years
- (s) Fingerprint data - normally deleted when the child leaves nursery. If a parent is requesting the other have access removed, we can

only do so on proof of a court order showing separation, or other reason.

- (t) Deletion of Data – Child contracts and other information will be shredded securely.

### **8. Health and Hygiene, disease control**

The nursery has comprehensive cleaning routines and annually inspected by Environmental Health. Parents must inform the nursery if their child has a confirmed case of a disease.

- (a) **Childhood diseases** – The Nursery will control and take extra measures to ensure any outbreak is limited. The Nursery will let parents know if there is any confirmed outbreak.
- (b) **Exclusion period** - will be based on current guidance by the Health Protection Agency, and can change at any time.

### **9. Online Learning Journals**

The nursery uses online learning journals to create a child's learning journey. This journal allows parents to see their child's learning and development progress.

- (a) All children are enrolled onto the system, and we use the parents email address to allow them to view and add to the journey.
- (b) The parent is asked to allow us permission to create the learning journey. We will not make exceptions for parents who wish to opt out of the learning journal as we wish to record their child's progress. Permission is deemed given when child starts nursery.
- (c) In group photographs, other children may be present, and the nursery will try to blur out other children. Parents are not allowed to publish photograph of children on any social media without written permission from the nursery.
- (d) We can create accesses for both parents for online journals, but if this is not required, the parent must inform the nursery. Parents must inform us of any change to permissions on access to Learning Journals.
- (e) It may be possible for us to transfer the Learning Journal to another setting, but only if they are using the same system. The nursery accepts no responsibility for deletions of journals after the child has left.
- (f) The Nursery may at its discretion, and with 4 weeks' notice, to change the online learning system, or decide to go to paper based.

### **10. General Conditions**

- (a) **Disclosures:** The Manager must be notified in writing immediately of any change in family situations, court orders or risk in relation to the child for which any special precautions may be needed. Parents must email changes to address or contact information
- (b) **Belongings:** The Nursery accepts no liability for the loss or damage to any items of children's property. We will make every reasonable effort to avoid any loss or damage to personal belongings. We strongly advise all Parents to dress their children in practical inexpensive items of clothing, clearly labelled with their name and to leave toys, books etc at home unless they are of strong comfort to the child when settling in.
- (c) **Child Protection / Safeguarding:** All staff have a duty to report any significant concerns to the designated safeguarding officer of the nursery, social care services or other agencies, if they may have about the safety/well-being of a child. If we receive information from Social services, we will participate in any family related meetings to discuss the nursery child.
- (d) **Behaviour Management** - The nursery employs positive reinforcement techniques for discipline, and parents will be informed of any behavioural issues that arise.
- (e) **Learning/Physical Difficulties:** Parents will be notified if any concerns arise in regards to their child's development. The staff are able to assist Parents in seeking help from outside agencies if required.
- (f) **Confidentiality:** Staff will be informed of sensitive issues concerning the child on a strict 'need to know' basis. Data Protection and GDPR policies will apply.
- (g) **CCTV** – Installed in all care areas used by both adults and children. We will not be liable for any lost CCTV footage. Parents do not have right to view CCTV due to safeguarding all children.

- (h) **Equal Treatment:** The Nursery welcomes staff and children from all ethnic groups and backgrounds. Similarities and differences are valued and respected and all children are treated equally but as individuals. The Nursery will comply with all statutory requirements and will do all that is reasonable to accommodate the needs of children with specific educational needs.
- (i) **Discipline:** The Parent hereby confirm that they accept the authority of the Manager and staff to take all reasonable disciplinary or preventive action necessary to safeguard and promote the welfare of each child within the Nursery.
- (j) **Holidays:** Written notice by email to the nursery manager is required for any annual holiday or absences. Charges will continue to apply during the contractual period.
- (k) **Complaints:** Parents who have cause for complaint must follow the complaints procedure, and the nursery will endeavour to resolve the complaint amicably.
- (l) **Changes to Standard T&C's:** The nursery reserves the right to amend these terms and conditions at any time, with notice provided to parents.
- (m) **Jurisdiction:** The contract will be heard exclusively by the English Courts and governed exclusively by English Law

