# TERMS AND CONDITIONS

1. Introduction/Registration

The registration of your child with a Squirrels YMCA Nursery forms a contract with the YMCA Worcestershire, which is a registered charity based at Gordon Anstis House Loxley Close Redditch Worcestershire B98 9JS.

Squirrels YMCA actively works to provide a caring, safe and cost efficient Nursery service for your child and children in your community. To do this and also to satisfy the strict requirements and responsibilities placed on the YMCA by various authorities it is necessary that there is a legal contract with parents/carers. It is important that you read and understand all its points before you sign the registration documents.

Your satisfaction with the Nursery service is paramount and if you have any concerns regarding the care and education we provide then please discuss this with your child’s key person. If you feel these have not been resolved, please contact the Nursery manager. Unresolved concerns/complaints will be reported to more senior management in the normal management process.

To reserve a place you need to complete the registration form and receive confirmation of a place from the nursery. A place is secured when you paid your registration fee.

1. Safety and Well Being

We use the Department of Health’s Guidance for Infection Control to inform our policies and procedures and outline recommended exclusion periods.

If your child becomes unwell during a Nursery session the Nursery management will contact you. If the Nursery management deems that the child is not well enough to remain at Nursery you will be requested to arrange collection of your child. It is important that you plan for such an occasion.

Your child will not be admitted to the Nursery if he/she is unwell and in the case of sickness & diarrhoea, my child will not be admitted to Nursery until 48 hours after the last incident of sickness or diarrhoea. Your child should not attend Nursery until 24 hours after a first dose of antibiotics is administered. If your child is sent home from Nursery due to a high temperature, the child will not be able to return to Nursery until 24 hours after being sent home.

If a child is unwell or will be absent from the Nursery, we ask that you contact the Nursery Manager to inform them of their absence. This is to ensure that we can contact all parents of contagious diseases with the Nursery.

We will work with parents to cater for specific dietary requirements (to the extent that food is provided) and also the medical requirements of individual children. Parents have a duty of care to notify the Nursery manager of specific dietary or medical changes so we can update records.

We have a duty of care to ensure that any significant concerns about the well-being and/or development of children in our care are reported to the Children’s services and where required to other regulatory bodies. This may be done without informing you and could include family information if appropriate.

If your child has an accident during their time at Nursery we would recommend that you seek further medical attention if you are concerned, especially for any bumps to the head.

Should any emergency arise your child may be taken directly to hospital or to the nearest doctor available. If there are any specific treatments / medical procedures please attach written instructions

The registration documents include signatory confirmation that the Nursery may administer some specific medications and provide certain activities. Any changes should be notified in writing.

1. Nursery Sessions

These are booked on a separate booking form.

4 weeks written notice must be given of any reduction or increase in your child’s attendance, and providing a new booking form if appropriate.

Booked sessions cannot be swapped for a different session.

It is important that children are not brought to the Nursery early and that they are collected on time, otherwise penalty charges of £15 per half hour will be raised. .The Nursery must operate within its official hours for insurance and legislative reasons.

1. Funded Hours

If you become eligible for 2 year old funding, proof of eligibility must be provided prior to securing a place at the Nursery.

When your child becomes eligible for 3 and 4 year old funding, the funded allocation of hours will be deducted from your regular booking pattern, which in turn will reduce your monthly invoice.

If your child only attends the setting for their funded hours you must complete a funding form.

1. Fees, Invoices and Payments

Fees will initially be advised to you on the initial advance invoice and thereafter increases will be advised by letter as when they arise (usually on an annual basis).

Fees are invoiced in the last week of each month for the next month’s sessions. Extra hours and services/costs of the current month and last week of the previous month are included on the invoice. The invoices are payable in advance of the regular services provided.

Fees are the responsibility of both the parents named on and signing the registration forms. If only one parent can sign then please discuss an alternative signatory with the nursery manager.

If a payment is over 7 days late the child will be excluded from the Nursery. Legal action is taken to recover unpaid fees and the costs of this legal action will also be recovered from the signatories to the registration form.

You will be responsible for all collection or legal fees necessitated by lateness or defaulting payments.

If parents are facing temporary financial difficulties it is important to discuss this with the Nursery manager before failing to make payment on time.

Fees are payable during periods of absence including sickness, days off and during public and bank holidays.

Childcare vouchers are required to be set up to ensure the Nursery is in receipt of the funds on or before the first day of the month to which they relate.

Extra sessions outside of those contracted must be requested in writing and these will be added to the next invoice raised.

When exceptional circumstances arise (such as severe weather, outbreak of infectious disease) which are beyond the control of the Nursery and which trigger the closure of the Nursery, the Nursery will not be held responsible and no refunds for forced closures will be made.

1. Notice periods

We may immediately end this agreement and terminate the place of the child if you fail to pay your fees or if you breach any of your obligations under this agreement or if this is thought by the Nursery to be in the best interests of the child, of other children or of the Nursery.

We may immediately end your child’s place or refuse future entry onto the Nursery premises if you or any family members behave unacceptably towards any member of staff, other child or parent or a visitor to Nursery, as we will not tolerate any form of abuse, verbal or physical.

1. General

The Nursery may change these Terms and Conditions were such change arises from regulatory issues, changes in legislation affecting the YMCA, or where it is in the reasonable opinion of the YMCA that it is interests of the Nursery and/or children attending the Nursery. Squirrels will give you 6 weeks written notice of such changes.

The Nursery cannot legally deny access of your child to either parent unless there is an active restraining order on file or specific schedule of court ordered visitation rights or the equivalent under any applicable law. If the situation is unclear, the Nursery will request that the family resolves their differences and may exclude your child until the position has been clarified by the court or agreed by both parents in writing.

You should be aware that your child may be taken on local outings during the Nursery day. If you do not wish your child to partake in such outings please inform the Nursery in writing.

We provide a wide selection of toys and equipment at the Nursery. Unless we specifically ask please do not bring personal toys into the Nursery. If personal belongings are brought into the Nursery it is done so at your own risk and no responsibility will be accepted by the Nursery.

If your child remains in the Nursery after the specified closing time and the Nursery has not heard from you, we will first call you and then the authorised contacts. We will keep your child as long as possible but after a period of time we have been unable to make contact then we may call the relevant authorities for further guidance/assistance.

Children will only be released to those who are authorised contacts as per your child’s registration form. Changes must be received by the office in writing and with appropriate password identification.

Safety representatives have a legal right to information about accidents. Therefore, information will be made available and shared with the appropriate representative.

We will confidentially hold on paper and in electronic form the information that you provide to us on the Registration form and by other means during the time that your child comes to the Nursery. This data retention will help us provide an effective and safe Nursery service to you and it will be done with compliance with the General Data Protection Regulation.

1. Parents and Carers Code of Conduct

8.1 Support the respectful ethos of our setting by setting a good example in your own speech and behavior towards all members of the community. This means considering the impact of your actions, your choice of language and your choice of tone can have on staff, children and other visitors to the setting.

8.2        Work together with staff for the benefit of children. This includes approaching the setting directly to resolve any issues of concern and to discuss and clarify specific events in order to bring about a positive solution.

8.3        Not to use mobile phones within the setting.

8.4        Park with consideration and respect for others when delivering and collecting children from setting.

8.5        Keep dogs on a lead and secured away from the main entrance.

8.6 Do not contact staff via social media, only use the lines of communication provided by the setting.

8.7 Reframe from airing grievances on social media, please follow the settings complaints procedure.

8.8 If parents and or careers fail to comply with these terms and conditions for code of conduct Worcestershire YMCA reserve the right to issue warnings or notice to terminate your child’s place at the setting.

**I agree with the above terms and conditions**

**Name (please print):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Privacy Notice 2018**

At YMCA Worcestershire we are committed to protecting and respecting your privacy.

Whenever you provide any personal information to us, we will treat your information in accordance with this privacy policy and in accordance with the General Data Protection Regulation.

With the new GDPR regulations the rights of the individual have changed.

Those rights are:

* The right to be informed about the data we hold
* The right to see the data we hold on the individual
* The right of change the data held on the individual
* The right of erasure or deletion of the data
* The right to restrict processing and control of how the data is being used
* The right of data portability that is the data can be moved, copied transfer personal data easily from one IT environment to another in a safe and secure way, without hindrance to usability
* The right to object to how data is held and used

YMCA Worcestershire collects and processes and erases data different depending on each department.

**What data do we hold?**

Accident, injury and first aid records, accounts, attendance registers, child records, emergency contacts, Complaints, concern logs, childcare contacts, notification to terminate contracts, existing injuries, illness records, incident records, Learning records, funding forms, safeguarding forms, medication forms, permission forms, physical intervention records, policies and procedures, and visitors logs.

For a full list of the purpose of why we hold this information, how we store it, how long we hold it for and how this data is destroyed once no longer needed please see the notice board in the main entrance (General Data Protection Regulation GDPR, data Audit and action plan)

**How you collect their data?**

We collect information about you and your child from a variety of sources including

* When you register your child with our Nursery or YPlay
* Parent evenings or update meetings
* Updating registration forms or contracts
* Observations within the setting
* CCTV
* Photographs for observations, marketing or publicity *any photographs of individuals will only be used for those purposes with your consent.*

**How we use this data?**

We will use your information and that of your child in a number of ways, such as

* Managing your account charges and payments, including arrears.
* Supporting your child’s care and education needs.
* Ensuring children are safe and secure.

***Who has access to this data?***

YMCA Worcestershire may need to share personal information with government departments and agencies, with our regulator and auditors, the local authority or with other organisations and agencies where we are legally allowed to do so. We may also share information with any school or nursery your child attends after leaving us.

***How long do you keep my data for?***

Any individual data will be kept until your child turns 21years and 3 months.

***How do you request for your information to be erased?***

You must request your data to be deleted in writing via post or email to the settings manager.

**Your rights, the right to complain and the ICO**

You have the right to request a copy of the data we hold about you. Please contact Lynsey Abbotts at Lynsey.abbotts@ymcaworcestershire.org. if you wish to request access to any of your personal Data and we will always endeavour to answer your questions.

We will not normally make a charge for this service and will respond within one month of receiving your request. It will always help if you can be as specific about what personal data you want to see, what it relates to and within what timeframe, as that will assist our search. You have the right to correct information that we hold. Please advise us of any changes or corrections by contacting Lynsey.abbotts@ymcaworcestershire.org.uk

**Changes to our privacy notice**

Our Privacy Notice is regularly kept up to date and this version was updated on 4/4/18.

**I agree with the above Privacy Notice**

**Name (please print):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_