



# Paper Moon Day Nursery

Jasmin Road, Doddington. Lincoln, LN6 0QB

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Manager: Anna Morris

## APPLICATION FORM

FOR OFFICIAL USE ONLY

Application Received Date: \_\_\_\_\_ Deposit Received Date: \_\_\_\_\_

Place Confirmed Date: \_\_\_\_\_ Starting Date: \_\_\_\_\_

Standing Order Date: \_\_\_\_\_ Password: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ [ M ] [ F ]

Home Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Ethnic Origin: \_\_\_\_\_ Religion \_\_\_\_\_

Language/s spoken at home: \_\_\_\_\_

Names of those who live in the household with the child: \_\_\_\_\_

### Please provide name of parents or persons with legal responsibility:

Full Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_

Occupation: \_\_\_\_\_ Place of Work: \_\_\_\_\_

National Insurance number \_\_\_\_\_ DoB \_\_\_\_\_

Home Number: \_\_\_\_\_ Work Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Which of these is your preferred contact number \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_

Occupation: \_\_\_\_\_ Place of Work: \_\_\_\_\_

National Insurance number \_\_\_\_\_ DoB \_\_\_\_\_

Home Number: \_\_\_\_\_ Work Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Which of these is your preferred contact number \_\_\_\_\_

**Other Emergency Contacts (in order of contact).**

**1.Contact Name:** \_\_\_\_\_ Relationship to child: \_\_\_\_\_

Home Number: \_\_\_\_\_ Work Number: \_\_\_\_\_

**2.Contact Name:** \_\_\_\_\_ Relationship to child: \_\_\_\_\_

Home Number: \_\_\_\_\_ Work Number: \_\_\_\_\_

*It is assumed that the emergency contacts listed above may collect your child in the event of an emergency.*

**Names of any other persons authorised to collect your child (YOU MUST GIVE PRIOR CONSENT)**

\_\_\_\_\_  
\_\_\_\_\_

Password for those that do not have legal responsibility \_\_\_\_\_

*It is the parent/carers responsibility to inform the nursery management of any changes to emergency contacts and any collection changes.*

*Staff cannot refuse any parent with legal responsibility access to their child unless a letter from a solicitor or court is provided.*

PLEASE SIGN TO CONFIRM YOU HAVE READ AND ACCEPTED THE ABOVE:

SIGNATURE \_\_\_\_\_ Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

CHILD'S NAME \_\_\_\_\_

I enclose Enrolment Fee of £ \_\_\_\_\_

This payment is used as a deposit and will be deducted from the last month's fees, providing one month's notice in writing is given. If however you remove your child from the waiting list or decline the offer of a place at Paper Moon your deposit is non-refundable.

I would like my child's nursery place to commence on \_\_\_\_\_

How did you find out about Paper Moon? [Friend] [Recommendation] [Internet] [Signage]  
[Advert] [Event] [Other] \_\_\_\_\_

### SESSIONS REQUIRED:

MON: a.m ( ) p.m. ( ) Full-time ( )      TUES: a.m ( ) p.m. ( ) Full-time ( )

WED: a.m ( ) p.m. ( ) Full-time ( )      THUR: a.m ( ) p.m. ( ) Full-time ( )

FRI: a.m ( ) p.m. ( ) Full-time ( )

How many of these are Early Years Entitlement Sessions: \_\_\_\_\_

*I understand that if my child accesses more hours than the government entitlement that I will be invoiced all year round (including school holidays, family vacations, sickness). The payments due will reflect 51 weeks per year payment, divided by 12 monthly payments (or pro-rata).*

Is your child currently attending any other nursery, playgroup or registered childminder? Details: \_\_\_\_\_

Do you agree to let your child's key person contact this setting to ensure your child's development can be discussed between the different settings? YES/NO

I agree to give Paper Moon Day Nursery one month's notice in writing of termination of my child's placement, or alternatively one month's fees in lieu. ALL FEES ARE PAYABLE IN ADVANCE.

Paper Moon Nursery endeavours to do their utmost to cater for the individual needs of your child. However, we reserve the right to give one month's notice if we do not feel we can meet the needs of your child.

PLEASE SIGN TO CONFIRM YOU HAVE READ AND ACCEPTED THE ABOVE:

SIGNATURE \_\_\_\_\_ Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_



# Paper Moon Day Nursery

## Medical Information Sheet

In the interest of your child and to comply with Health and Safety please provide the following information:

Child's Name: \_\_\_\_\_

Name of Family Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Name of Health Visitor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Does your child suffer from any ALLERGIES? [YES] [NO]

If so, please provide details:

Does your child suffer from any MEDICAL CONDITIONS? [YES] [NO]

If so, please provide details:

Does your child have any SPECIAL DIETARY needs? [YES] [NO]

If so please provide details:

Are the dietary requirements? [medical] [personal] [religious]

Is your child on regular medication? [YES] [NO]

If so please provide details:

PLEASE PROVIDE NAMES AND CONTACT DETAILS OF ANY OTHER PROFESSIONALS INVOLVED WITH YOUR CHILD (i.e. Medical professionals, dietician, speech & language therapist, physiotherapist)

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Is your child up to date with his/her IMMUNISATIONS? [YES] [NO]

Please give details of any childhood illnesses from which your child has suffered e.g. mumps, chickenpox etc.

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Please state below any other medical information you think could be relevant:

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Do you give the nursery permission to seek medical attention for your child in the unlikely event of an accident? [YES] [NO]

Do you give permission for your child to receive Liquid Paracetamol if your child has a raised temperature or is in obvious pain but we are unable to contact you immediately? *(It can only be given by senior management with a witness present)*

[YES] [NO]

Do you give permission for your child to be taken to hospital in an emergency and to receive any treatment necessary where delay could endanger your child's health?

Every effort would always be made to contact parents/carers first. [YES] [NO]

PLEASE SIGN TO CONFIRM YOU HAVE READ AND ACCEPTED THE ABOVE:

SIGNATURE \_\_\_\_\_ Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

## Working Together

It is in the best interests of your child that we ensure we are working together with other professionals involved to meet the needs of your child.

Can you tell us about any other people or organisations that you and/or your child have contact with?

Is your child registered at your local Children's Centre	Yes/No	If yes please tell us which one
Do you, or have you attended any Stay and Play sessions or Toddler Groups etc?	Yes/No	If yes can you tell us where and how often you attend?
Are you or have you previously worked with a: <ul style="list-style-type: none"> <li>❖ Medical professional</li> <li>❖ Health Visitor</li> <li>❖ Dietician</li> <li>❖ Speech &amp; Language Therapist</li> <li>❖ Social Worker</li> <li>❖ Family Support Worker</li> </ul>	Yes/No	If yes can you provide us with a name and their contact details as it may be beneficial for us to be able to share information in order to meet the needs of your child?
Does your child currently have a Lead Professional and a CAF/EHAF	Yes/No	If yes can you tell us who is your child's Lead Professional?

I give permission for a representative from Paper Moon Day Nursery to contact the above named individuals in order to share information and work together to meet the needs of my child.

Signed.....Relationship to child.....

Date.....



**ACTIVITIES**

Name of child:

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Paper Moon Nursery aims to provide your child with activities that are enriching, educational and fun. This may from time to time, involve using outside agencies, and exposing children to outside influences in order to support such activities and provide children with 'hands on' experience.

We will endeavour to keep parents informed of forthcoming events but this may not always be possible due to the varied sessions that children attend and the importance of responding to spontaneous activities or events.

If you DO NOT want your child to be involved in any particular activity or event please inform a member of staff so that alternative arrangements can be made for your child.

Do you consent your child to participate in the following activities?

- |  |       |      |
|--|-------|------|
| The use of face paints?  | [YES] | [NO] |
| Looking at or handling birds, animals or reptiles              | [YES] | [NO] |
| Taken off premises but around nursery perimeter?               | [YES] | [NO] |
| Taken off premises but within walking distance?                | [YES] | [NO] |
| Outings into the local community?                              | [YES] | [NO] |
| Trips or outings that may include the use of public transport? | [YES] | [NO] |
| Having their photograph taken for display in the nursery?      | [YES] | [NO] |
| Having their photograph taken for promotional purposes?        | [YES] | [NO] |
| Having photographs displayed on Paper Moon's website?          | [YES] | [NO] |
| My child's Learning Journal to be documented on Tapestry       | [YES] | [NO] |

The use of video cameras to record events? [YES] [NO]

Talking to and participating in activities involving visitors from the community?

[YES] [NO]

Watching and participating in activities involving a booked entertainer?

[YES] [NO]

Does your child have a favourite hobby or interest? [YES] [NO]

If YES give details: \_\_\_\_\_

Do you or anyone in your family have a hobby, interest or occupation which could be of educational benefit or interest to the children attending the nursery and you are willing to share with Paper Moon?

Details: \_\_\_\_\_

*In order for your child to be exposed to as many different experiences, textures, play equipment and activities, Paper Moon recommends not putting your child in their 'best clothes'.*

*Whilst we endeavour to provide suitable protective clothing children still find a way of getting 'dirty' and Paper Moon WILL NOT accept responsibility for clothing spoilt through normal exposure to play enriched activities.*

*It is the responsibility of the parents/carers to ensure their child is appropriately dressed for all weather conditions. Paper Moon offers 'free flow' activities which involves outdoor play in all but severe weather conditions.*

PLEASE PRINT AND SIGN TO CONFIRM YOU HAVE READ AND ACCEPTED THE ABOVE:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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



## TERMS AND CONDITIONS OF BUSINESS

OF

### PAPERMOON NURSERIES

#### 1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 "Nursery" means Paper Moon Nurseries of
- 1.2 "Customer" means any party who enters into a contract for Services with the Nursery;
- 1.3 "Child" means the child who shall attend the Nursery and for whom the daycare services are to be provided;
- 1.4 "Application Form" means a booking document, registration form, letter of engagement, quotation or other written instruction describing the Services and requesting a contract for those Services;
- 1.5 "Services" means the nursery daycare services as described in the Application Form and these Terms and Conditions;
- 1.6 "Fees" mean the payment for Services as outlined in these Terms and Conditions and the Application Form;
- 1.7 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Nursery;
- 1.8 "Agreement" means the contract between the Nursery and the Customer for the provision of the Services incorporating these Terms and Conditions.

#### 2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Nursery to the Customer and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Nursery.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Nursery may be entitled in relation to the Services, by virtue of any statute, law or regulation.

#### 3 APPLICATION FORM

- 3.1 The Application Form is attached to these Terms and Conditions.
- 3.2 The Application Form shall remain valid until your child leaves Paper Moon Nurseries. You will be given 4 weeks' notice of any amendments to this contract.
- 3.3 The Application Form must be accepted by the Customer in its entirety.
- 3.4 The Agreement between the Nursery and the Customer, incorporating these Terms and Conditions, shall only come into force when the Nursery confirms acceptance in writing to the Customer.

#### 4. General Data Protection Regulation (GDPR)

We will comply with data protection law. This says that the personal information we hold about You must be:

- 4.1 Used lawfully, fairly and in a transparent way.
- 4.2 Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- 4.3 Relevant to the purposes we have told you about and limited only to those purposes.
- 4.4 Accurate and kept up to date.
- 4.5 Kept only as long as necessary for the purposes we have told you about.
- 4.6 Kept securely.

## 5 SERVICES AND DELIVERY

5.1 The Services are as described in the Application Form and in these Terms and Conditions.

5.2 Any variation to the Services must be agreed by the Nursery in writing.

## 6 NURSERY YEAR

The Nursery year starts on the 1<sup>st</sup> January

## 7 OPENING TIMES

7.1 The Nursery shall be open from Monday to Friday

7.2 The hours of operation shall be from 7.30am to 6.00pm.

7.3 The Nursery may alter these opening times and shall give written notice to Customers of any such changes.

7.4 The Nursery shall be closed on all public holidays and any other times as intimated to the Customer in writing. (Nursery fees remain payable for these days).

7.5 Late collection of the Child shall result in a late collection charge of £10 for 15 minutes.

## 8 FEES

8.1 On acceptance of a place at the Nursery a deposit of £50 (unless only accessing free entitlement) shall be payable by the Customer and shall be refunded from the first month's fees.

8.2 Should the Nursery be unable to fulfil an offer of a place the registration fee and/or deposit shall be refunded to the Customer.

8.3 The Fees are as specified in the Information Pack. The Nursery closes for 1 week at Christmas and fees are not payable for that period.

8.4 The Fees are payable monthly in advance on the 1<sup>st</sup> of the month by standing order

8.5 The Fees must be paid under the standing order scheme. We do accept vouchers. In certain circumstances other forms of payment maybe made by prior arrangement of the management.

8.6 The cost of nappies and wipes are not included in the daily charge. If the customers fail to provide adequate nappies a charge of 30p per nappy used will be added to the next monthly invoice.

8.7 The Nursery is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Nursery is late.

8.8 The Customer is not entitled to withhold any monies due to the Nursery.

8.9 The Nursery is entitled to vary the price to take account of:

8.9.1 any additional Services requested by the Customer which were not included in the original Application Form;

8.9.2 any reasonable increase in rates, if applicable;

and any variation must be intimated to the Customer in writing by the Nursery with one month's notice.

8.10 Fees remain due if the Child is absent from Nursery for any reason.

8.11 If the nursery is forced to close or partially close for reasons beyond the nursery's control or if it is necessary or in the interests of the child to do so, the nursery will charge a retainer. This will be 50% of the customer's regular monthly fee to enable the nursery to hold the child's place and cover unavoidable ongoing overheads during this time. For example, we may close because of an outbreak of flu, swine flu, COVID-19 and epidemic or pandemic or other illnesses etc.

8.12 With reference to point 23 (Force Majeure) fees will remain payable for up to a maximum of 5 days in any once incident

8.13 All fees must be paid by the due date, a surcharge of £25 will be incurred for late payment.

8.14 We may increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of increase

8.15 All 3 & 4 year olds and some eligible 2yr olds are entitled to 15 hours of **FREE** nursery education for 38 weeks of the year. If your child is eligible then our invoicing system will ensure that your child's **FREE** place is take into consideration into the final amount payable if additional hours are attended.

## **30 HOURS FUNDED ENTITLEMENT**

- 9.1 Some 3 & 4 year olds will be eligible for 30 hours funded childcare. Claims for this funding from the government must be made one term before the child starts nursery. The child can start his/her place at any point however, fees will be payable initially if funding is not available until the following term
- 9.1.1 If the customer's eligibility changes for the use of the 30 hours' entitlement (following the grace period allocated by the government) the customer will be eligible for all nursery fees should the child remain in nursery.
- 9.1.2 If the customer chooses to use their child's 30 hours entitlement at Paper Moon Nurseries a sundry charge for additional hours, meals, snacks & consumables etc will be discussed, covering 30 hours per week for 51 weeks of the year.
- 9.1.3 The customer will pay for any additional days at the standard nursery rate

## **10 AGE OF CHILD**

The Nursery caters for children from the age of 6 weeks to under 8 years

## **11 CHANGE OF SESSIONS**

- 11.1 The Nursery is entitled to change the sessions offered to the Child on giving one month's notice to the Customer. Should the Customer find the changes unacceptable they shall be entitled to remove the Child from the Nursery with immediate effect.
- 11.2 If the Customer wishes to change the sessions the Child is registered for, they must notify the Nursery at least one month before such changes are required and any changes are subject to the agreement of the Nursery.
- 11.3 Additional sessions required on an individual basis may be given subject to the prior agreement of the Nursery and advance payment.

## **12 CUSTOMER OBLIGATIONS**

- 12.1 The Customer agrees to cooperate with the Nursery and will abide by the nurseries policies and procedures.
- 12.2 The Customer shall refrain from directly or indirectly recruiting any person employed or engaged by the Nursery for the purpose of providing the Services for a period of six months following the Child's attendance at the Nursery.
- 12.3 The Customer shall not allow the Child to bring in any of their own toys to the Nursery without the permission of the Nursery.
- 12.4 Due to the high number of children with nut allergies the Customer shall not send food or empty food packaging into the Nursery or use creams, sun creams or oils on their own child that contain nut oil.

## **13 NURSERY OBLIGATIONS**

- 13.1 The Nursery shall supply the Services as specified in our policies and procedures and in these Terms and Conditions.
- 13.2 The Nursery shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and government guidelines.
- 13.3 The Nursery shall inform the Customer as soon as possible of any changes to hours or sessions and shall try to accommodate any requests made by the Customer.
- 13.4 The Nursery shall try to offer siblings a place at the Nursery wherever possible but this cannot be guaranteed.
- 13.5 The Nursery must report to the proper authorities any instances where they have reason to believe that the Child has been the subject of neglect or abuse. This may be done without informing or obtaining the consent of the Customer.
- 13.6 The Nursery shall hold valid and adequate insurance policies for running a business of this nature.
- 13.7 The Nursery shall maintain staffing levels according to national recommended standards at all times.

## **14 SICKNESS AND MEDICAL INFORMATION**

- 14.1 A Child suffering from any contagious disease/virus is not permitted to attend the Nursery. This includes, but is not limited to, self-isolation, sickness, diarrhoea, impetigo.
- 14.2 The Nursery reserves the right to refuse admission to any child they suspect of having a contagious condition.
- 14.3 The Nursery accepts no liability for the contraction of any illness transmitted at the Nursery.

- 14.4 The Customer must complete and return the Nursery's standard medical health record within the application form prior to the first attendance and must inform the Nursery immediately of any change to this information. The Nursery only administer prescribed medicine from a general practitioner. Any other medication i.e. Calpol is at the managers discretion. All medication must have the expiry date and recommended dosage viable
- 14.5 The Customer must complete a medical consent form prior to the first attendance to permit the Nursery staff to administer first aid as well as any medicines supplied by the Customer for the Child.
- 14.6 The Nursery shall not be held responsible for any negative effects caused by the administration of any medication supplied by the Customer for the Child.

## **15 CHILD DETAILS**

- 15.1 The information supplied in the Application Form must be accurate and the Nursery is entitled to rely on this information.
- 15.2 The Customer must notify the Nursery immediately of any changes to this information.
- 15.3 The Nursery shall comply with all data protection legislation.
- 15.4 The Customer must advise the Nursery if the Child is the subject of any court order and supply a copy of such an order if requested.
- 15.5 The Nursery may take photographs of the Child for internal and nursery displays. The Customer must notify the Nursery in writing if they do not want the Child to be the subject of such photographs. Photographs for promotional and educational purposes will require written consent. Please ensure you refer to and complete the application form.

## **16 ABSENCE AND COLLECTION**

- 16.1 The Customer must advise the Nursery as soon as possible if the Child is to be absent from the Nursery.
- 16.2 The Customer must advise the Nursery as to the identity of the person who shall collect the Child at the end of a session. If that person is not known to the Nursery proof of identity may be requested. If the Nursery is not satisfied as to the credibility of such a person the Child shall not be released.
- 16.3 If the Customer is unable to collect the Child at the appointed time a late collection charge may be payable as specified in Condition 7.5 of these Terms and Conditions.

## **17 PERSONAL PROPERTY**

- 17.1 The Nursery shall not be liable for any loss or damage to any personal property brought onto the Nursery premises or any damage or injury resulting from any such items. This includes toys and personal belongings bought in from home
- 17.2 All clothing must be clearly marked with the name of the Child.

## **18 COMPLAINTS POLICY**

- 18.1 In the event that the Customer is unhappy with the Services these issues should be raised with the Nursery manager in the first instance.
- 18.2 If the Customer wishes to make an official complaint this should be carried out in accordance with the Nursery's standard complaints procedure available from Nursery staff.

## **19 TERMINATION**

- 19.1 The Agreement shall continue until the Services have been provided in terms of the Application Form or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 19.2 The Customer may terminate this Agreement by giving 4 weeks' notice in writing of the intention to withdraw the Child from the Nursery.
- 19.3 The Nursery may terminate this Agreement by giving 7 days in writing of the intention to cease to provide the Services.
- 19.4 The Nursery may terminate this Agreement with immediate effect if the Customer or Child demonstrates any physical or verbal abuse towards staff or other children
- 19.5 The Customer may terminate the Agreement if the Nursery fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 4 weeks after notification of non-compliance is given.
- 19.6 The Nursery may terminate the Agreement if the Customer has failed to make over any payment due within 4 weeks of the sum being requested.
- 19.7 Either party may, with immediate effect, terminate the Agreement by notice in writing to the other if:
- 19.7.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

- 19.7.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
- 19.7.3 the Nursery passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
- 19.7.4 the Nursery ceases to carry on its business or substantially the whole of its business; or
- 19.7.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

19.8 In the event of termination the Customer must make over to the Nursery any payment for Services incurred up to the date of termination which includes the four-week notice.

19.9 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

## **20 WARRANT**

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

## **21 LIMITATION OF LIABILITY**

21.1 The Nursery shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

21.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Nursery for death or personal injury, however the Nursery shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by the Nursery in the insurance year in which the Customer's claim is first notified.

## **22 INDEMNITY**

The Customer shall indemnify the Nursery against all claims, costs and expenses which the Nursery may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

## **23 FORCE MAJEURE**

The nursery shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, bad weather, strikes, lock outs, accidents, or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations. Short term delays in service remain payable

## **24 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Nursery.

## **25 THIRD PARTY RIGHTS**

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

## **26 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **27 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

## **28 NOTICES**

Any notice to be given by either party by letter to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing. If given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## **29 ENTIRE AGREEMENT**

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

**30 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

We indicate by our signatures that we accept the Terms and Conditions of this Agreement.

Signature of Parent/Carer  
With legal responsibility

Signature of Parent/Carer with  
Legal responsibility

Title:

Title:

Date:

Date:

Managers signature .....

Date .....

(Revised July 2020)



# **GDPR PRIVACY NOTICE**

**FOR  
CHILDREN ATTENDING PAPER MOON NURSERIES  
AND THEIR PARENTS**

## **PAPER MOON DAY NURSERIES**

Compiled by

Paper Moon Nurseries Ltd

Date: 9<sup>th</sup> May 2018

## WHAT IS THE PURPOSE OF THIS DOCUMENT?

Paper Moon Nurseries is a company incorporated and registered in England and Wales (company number 5271273 with its registered office address at 2 Lace Market Square, Nottingham, NG1 1PB ("the Nursery" or "we") is committed to protecting the privacy and security of your personal information.

This privacy notice describes how the Nursery collects and uses personal information about children attending the Nursery ("Child" or "Children") and the parents of the Children ("Parents") (known collectively as "You" or "Your"), in accordance with the General Data Protection Regulation (GDPR).

The Nursery **Business Manager and Area Manager** are "data controllers". This means that we are responsible for deciding how we hold and use personal information about You. We are required under data protection legislation to notify You of the information contained in this privacy notice.

This notice applies to Children and Parents. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide You with an updated copy of this notice as soon as reasonably practical.

It is important that Children and Parents read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about You, so that You are aware of how and why we are using such information and what Your rights are under the data protection legislation.

## DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal information we hold about You must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to You and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told You about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told You about.
6. Kept securely.

## THE KIND OF INFORMATION WE HOLD ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are "special categories" of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation.

### Children:

We will collect, store, and use the following categories of personal information about Children:

- Name
- Date of birth
- Home address



- Dietary requirements
- Attendance information
- Photographs and video clips of the Child to signpost Children to where their belongings are stored at the Nursery that they attend, and also for general display purposes
- Emergency contact should Parents be unavailable and the emergency contact's contact details
- On line records through Tapestry for each Child containing the work of the Child whilst at the Nursery, observations about the Child's development whilst at the Nursery from Employees of the Nursery, specific examples of the Child's progress, photographs demonstrating the Child's development whilst at the Nursery, and personal details of the Child (e.g. their date of birth) ("Progress Report")
- Records relating to individual Children e.g. care plans, common assessment frameworks, chronology's, speech and language referral forms
- Accidents, incidents and pre-existing injuries forms
- Records of any reportable death, injury, disease or dangerous occurrence
- Observation, planning and assessment records of Children

We may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about a Child's race or ethnicity, spoken language and nationality.
- Information about a Child's health, including details of family doctor, any medical condition/allergies, health and sickness records.
- Information about a Child's accident or incident reports including reports of pre-existing injuries.
- Information about a Child's incident forms / child protection referral forms / child protection case details / reports.

#### **Parents:**

We will collect, store, and use the following categories of personal information about Parents:

- Name
- Home address
- Telephone numbers, and personal email addresses.
- National Insurance number.
- Bank account details.

We may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about a Parent's race or ethnicity, spoken language and nationality.
- Details of any other professionals involved with the family to aid effective information sharing
- Conversations with Parents where Employees of the Nursery deem it relevant to the protection of children, prevention of radicalisation or other aspects of the governments Prevent strategy.

## **HOW IS YOUR PERSONAL INFORMATION COLLECTED?**

### **Children**

**and**

### **Parents:**

We collect personal information about Children and Parents from when the initial enquiry is made by the Parents, through the enrolment process and until the Children stop using the Nursery's services.

## **HOW WE WILL USE INFORMATION ABOUT YOU**

We will only use Your personal information when the law allows us to. Most commonly, we will use

Your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with You.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and Your interests and fundamental rights do not override those interests.

We may also use Your personal information in the following situations, which are likely to be rare:

1. Where we need to protect Your interests (or someone else's interests).
2. Where it is needed in the public interest or for official purposes.

### **Situations in which the Nursery will use personal information of Children**

We need all the categories of information in the list above (see Children section within the Paragraph entitled 'The Kind of Information We Hold About You') primarily to allow us to perform our obligations (including our legal obligations to Children). The situations in which we will process personal information of Children are listed below.

- Upon consent from the Parents, Personal Data of Children will be shared with schools for progression into the next stage of their education.
- Personal information of Children will be shared with local authorities without the consent of Parents where there is a situation where child protection is necessary.
- The personal information of Children will be shared with local authorities without the consent of Parents for funding purposes.
- Ofsted will be allowed access to the Nursery's systems to review child protection records.
  - To ensure we meet the needs of the Children
  - To enable the appropriate funding to be received
  - Report on a Child's progress whilst with the Nursery
  - To check safeguarding records
  - To check complaint records
  - To check attendance patterns are recorded
  - When a Child's Progress Report is given to its Parent for that Parent to pass the same Progress Report to a school for application or enrolment purposes

### **Situations in which the Nursery will use personal information of Parents**

We need all the categories of information in the list above (see Parents section within the Paragraph entitled 'The Kind of Information we Hold About You') primarily to allow us to perform our contracts with Parents and to enable us to comply with legal obligations. The situations in which we will process personal information of Parents are listed below.

- The personal information of Parents will be shared with local authorities without the consent of Parents for funding purposes.
- To report on a Child's attendance
- To be able to contact a Parent or a Child's emergency contact about their Child
- To ensure nursery fees are paid

### **If Parents fail to provide personal information**

If Parents fail to provide certain information when requested, we may not be able to perform the respective

contracts we have entered into with Parents, or we may be prevented from complying with our respective legal obligations to Children and Parents.

### **Change of purpose**

We will only use Your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use Your personal information for an unrelated purpose, we will notify the Child or Parent, as is appropriate in the circumstances, and we will explain the legal basis which allows us to do so.

Please note that we may process an Employee's, a Child's or a Parent's personal information without their respective knowledge or consent, as relevant to the circumstances, in compliance with the above rules, where this is required or permitted by law.

### **HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION**

"Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with Employee or Parent explicit written consent.
2. Where we need to carry out our legal obligations or exercise rights in connection with Employee employment.
3. Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect a Child or a Parents' interests (or someone else's interests) and the Child or Parent as is appropriate is not capable of giving consent, or where the Employee or Parent has already made the information public.

### **DATA SHARING**

We may have to share Child or Parent data with third parties, including third-party service providers and other entities in the group.

We require third parties to respect the security of Your data and to treat it in accordance with the law.

### **Why might the Nursery share Child or Parent personal information with third parties?**

We will share Your personal information with third parties where required by law, where it is necessary to administer the working relationship with You or where we have another legitimate interest in doing so.

### **Which third-party service providers process my personal information?**

"Third parties" includes third-party service providers (including contractors and designated agents), local authorities, regulatory bodies, schools and other entities within our group. The following third-party service providers process personal information about you for the following purposes:

- Local Authorities – for funding and monitoring reasons (e.g. equal opportunities and uptake of funded hours)
- Regulatory bodies – for ensuring compliance and the safety and welfare of the children

- The Foundation Stage Forum Ltd who hold the contract for Tapestry on-line learning journal with which we hold a GDPR compliant contract
- Schools – to provide a successful transition by ensuring information about the child’s progress and current level of development and interests are shared

**How secure is my information with third-party service providers and other entities in our group?**

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect Your personal information in line with our policies. We do not allow our third-party service providers to use Your personal data for their own purposes. We only permit them to process Your personal data for specified purposes and in accordance with our instructions.

**When might you share my personal information with other entities in the group?**

We will share Your personal information with other entities in our group as part of our Safeguarding and Child Protection Policy, funding applications for education grant purposes to monitor and support developmental progress and analysis to aid transitions.

**What about other third parties?**

We may share Your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share Your personal data with the other parties if and to the extent required under the terms of the transaction.

We may also need to share Your personal information with a regulator or to otherwise comply with the law.

**DATA RETENTION**

**How long will you use my information for?**

We will only retain Your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available in our retention policy which is available from the manager. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of Your personal data, the purposes for which we process Your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise Your personal information so that it can no longer be associated with You, in which case we may use such information without further notice to You. Once the Child is no longer benefiting from the Nursery’s services or a Parent, as is appropriate, we will retain and securely destroy your personal information in accordance with [our data retention policy **OR** applicable laws and regulations].

**RIGHTS OF ACCESS, STORAGE, CORRECTION, ERASURE, AND RESTRICTION**

All personal information and data will be stored in a lockable unit and if electronically using a password protected system.

**Your duty to inform us of changes**

It is important that the personal information we hold about You is accurate and current. Please keep us informed if Your personal information changes during your working relationship with us.

**Your rights in connection with personal information**

Under certain circumstances, by law You have the right to:

- **Request access** to Your personal information (commonly known as a “data subject access request”). This enables You to receive a copy of the personal information we hold about You and to check that we are lawfully processing it.
- **Request correction** of the personal information that we hold about You. This enables You to have any incomplete or inaccurate information we hold about You corrected.
- **Request erasure** of your personal information. This enables Parents to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove Your personal information where You have exercised Your right to object to processing (see below).
- **Object to processing** of Your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about Your particular situation which makes You want to object to processing on this ground. You also have the right to object where we are processing Your personal information for direct marketing purposes.
- **Request the restriction of processing** of Your personal information. This enables Parents, as is appropriate, to ask us to suspend the processing of personal information about You for example if You want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of Your personal information to another party.

If You want to review, verify, correct or request erasure of Your personal information, object to the processing of Your personal data, or request that we transfer a copy of Your personal information to another party, please contact the manager in writing.

### **No fee usually required**

You will not have to pay a fee to access Your personal information (or to exercise any of the other rights).

### **What we may need from You**

We may need to request specific information from You to help us confirm your identity and ensure Your right to access the information (or to exercise any of Your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

### **RIGHT TO WITHDRAW CONSENT**

In the limited circumstances where You may have provided Your consent to the collection, processing and transfer of Your personal information for a specific purpose, You have the right to withdraw Your consent for that specific processing at any time. To withdraw Your consent, please contact [the manager]. Once we have received notification that You have withdrawn Your consent, we will no longer process Your information for the purpose or purposes You originally agreed to, unless we have another legitimate basis for doing so in law.

### **CHANGES TO THIS PRIVACY NOTICE**

We reserve the right to update this privacy notice at any time, and we will provide You with a new privacy notice when we make any substantial updates. We may also notify You in other ways from time to time about the processing of your personal information.

**If you have any questions about this privacy notice, please contact Anna Morris, Nursery Manager on 01522 681681 or email [doddingtonpark@papermoonnurseries.co.uk](mailto:doddingtonpark@papermoonnurseries.co.uk)**