

# Best Friends Childcare



## Our Ethos

At Best Friends Childcare we always put childcare first. Our relaxed, caring home from home environment ensures that the safety and comfort of your child is of the utmost importance. We will provide the structure in which your child can develop their true potential. Best Friends Childcare ensures that all children are treated as equals and are encouraged to take part in every aspect of the activities provided.

Please note that, for ease, throughout this document references to 'parent' include parents, carers and legal guardians; references to 'child' include children.

# Welcome to Best Friends Childcare!

Thank you for choosing Best Friends Childcare for the care of your child. We aim to make the process of enrolling your child in our nursery as straightforward and comfortable as possible, so if you have any questions regarding the completion of these forms please contact us - we would be very pleased to help you.

Best Friends Childcare is a small, homely nursery, where we pride ourselves on offering a home from home environment. Our small key worker groups, and the same key worker for your child throughout their time at the nursery mean we are able to offer your child the highest quality of learning and development.

We also ensure that the parent/nursery relationship is exceptional. We have a Facebook page to bring together our nursery community and ensure parents can see regular updates. We also use a digital app called Tapestry, use of which allows parents to not only witness their child's development, but also to contribute actively to their learning journey.

## Session times

We offer a range of session times which can be adapted to fit in with your needs.

Morning session: 07:30-13.00

Afternoon session: 13.00-18:30

Full day: 07:30-18:30

At Best Friends Childcare every day is fun and exciting. We are delighted to work with a number of external companies, such as Drama Llamas and Debutots, who provide the children with excellent and varied new learning opportunities.

Our resources are consistently updated to ensure the highest quality and opportunities for your child, and we're passionate about offering each child a unique learning experience. Activities are age- and stage appropriate, tailored to your child's needs and follow the EYFS principles. We love to teach the children cooking, art, ICT, messy play and music as well as literacy and numeracy. From their first steps right through to supporting your child's transition to school, we work in partnership with you.

## Our garden

We enjoy making as much use as possible of our generous outdoor space. Being outside in the garden has many benefits: exercise, learning through play, development of motor skills and of course learning to respect and love our environment. Most importantly, our garden is a place to have fun, be free and enjoy being children.

## Healthy eating

Our nursery has a dedicated, on-site chef who uses fresh produce to create a tempting variety of meals. We cater for our youngest children's weaning needs through to those who are adventurous and of course those who need special diets. The importance of healthy eating is a core principle of our nursery; we work alongside nutritionists to develop balanced menus, available both at the nursery and on our Facebook page.

## Parent partnership: the Tapestry online learning journal

Your child's key worker will upload all of your child's observations for you - using a secure login - to view any time at home. You will receive an email notification whenever a new observation or piece of work has been added, and you can even contribute your own comments, photos or anything else you'd like to see become a part of their journal. Please note that e-safety is extremely important to us at Best Friends; all information is stored on a highly secure server which is monitored closely by the setting's management. Nursery practitioners have access to the software only while at the nursery. Parents keep their login details safe and we expect no mention of other children's activities to be posted on social media.

## Government funding

Free early education for two-, three- and four-year-olds is a scheme entitling some children to 15 hours per week, 39 weeks per year, or 11 hours a week all year round. The At scheme can be used over two sessions (for a maximum of 11 hours) per week, all year round.

## What does this mean for your child?

Two-year-old funding can be claimed from the term after their second birthday until the term after their third birthday, when the three- and four-year-old funding is claimed. Funding will be claimed for on your behalf, working on 11 hours per week all year round.

<b>If your child is born between:</b>	<b>Claims are made from:</b>
1 April and 31 August	1 September
1 September and 31 December	1 January
1 January and 31 March	1 April

If you have any questions, please contact us on telephone 01727 847475 or by email:  
Gemma Gittins - [gemma@bestfriends.ltd.uk](mailto:gemma@bestfriends.ltd.uk)  
Stacey Roskilly - [stacey@bestfriends.ltd.uk](mailto:stacey@bestfriends.ltd.uk)

Adrian Gittins - [adrian@bestfriends.ltd.uk](mailto:adrian@bestfriends.ltd.uk)

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## Childcare vouchers

You may use childcare vouchers to pay for your childcare, helping you to make your childcare costs more affordable. Childcare vouchers:

- are offered by employers as an employee benefit; parents exchange part of their salary before tax in return for childcare vouchers
- can save working parents over £1,000 per year
- can be used to pay for registered childcare up to the age of 16; this includes day nurseries, child minders, playgroups, crèches, nannies, au pairs, out of school clubs and holiday clubs

**Please ask Gemma or Stacey for details and reference numbers to make the process easier when applying for your vouchers.**

Tax rate status	Amount you can exchange each month	Annual exemption amount	Annual saving
Basic rate (20% tax)	£243.00	£2,916.00	£933.00*
Higher rate (40%)	£124.00	£1,484.00	£623.00*

\* subject to individual circumstances

## Our fee structure

These prices include all snacks, meals, drinks, nappies and wipes, unless otherwise stated. **Formula milk is not included and will need to be supplied if required.**

Session	Number of hours care	Caterpillar Room (3 months - 3 years)	Butterfly Room (3 years - 5 years)
Five Days (07.30 - 18.30)	55 hours	£1,343.00	£1287.75
Full Day (07.30 - 18.30)	11 hours	£72.50	£69.50
Morning Session (07.30 - 13.00)	5.5 hours	£44.00	£40.50
Afternoon Session (13:00-18:30)	5.5 hours	£44.00	£40.50

**Please remember to read the Terms and Conditions at the end of this welcome pack relating to nursery procedures and payment. All fees will be calculated over 51 weeks of the year divided into 12 equal payments.**

## What do you do now?

If you have decided that Best Friends Childcare is the place for you and your child, please complete the paperwork from page 11 of this pack. Once completed and returned, your child will be placed on our registers or waiting list. Due to high demand for childcare places in this area we ask for a non-refundable administration fee of £50.00, which you may pay in cash or by BACs transfer without charges. Cheques and card payments do incur charges, which are detailed in the terms and conditions at the back of this welcome pack.

The administration fee will cover your settling in visits, a rucksack with your child's name on it and a logo T-shirt. When a place has been offered and accepted, parents will be asked to sign our Terms and Conditions.

On confirmation of your place with Best Friends Childcare, if the agreed start date is more than 28 days away a £150.00 holding deposit will be required. The deposit is nonrefundable if the child's place is cancelled less than 28 days before the arranged start date, otherwise it will be deducted from the first full month's fees. Registration fees will not apply to those eligible for or already claiming two-, three- and four-year-old funding via a Best Friends Ltd setting at the time of their registration, unless the child is doing more than the funded hours.

All forms must be completed and returned prior to your child attending the nursery for settling in visits. The information you have provided is treated as strictly private and confidential. The nursery will retain the forms; please let a member of staff know if you would like a copy for your own reference purposes.

We would be delighted to answer any questions you may have, or to show you around our exceptional nursery at a mutually convenient time!

## Administration fees

1. An administration fee is payable for late fee payments as follows:

1.1 One to six working days late: £30.00

1.2 Seven to 14 working days late: £60.00

1.3 15 or more working days late: £150.00

In addition, an interest rate of 2% above our bank rate will be applied to the outstanding amount for every day unpaid.

2. An administration fee of £50.00 will be charged should a cheque be refused for any reason.

3. An administration fee of £10.00 will be charged for cancellation of additional sessions to standard contracted sessions without a minimum of 24 hours' notice.

4. In the event that your child cannot be collected at the required time at the end of a session, a minimum of one hour's notification by telephone is needed. A lateness fee of £5.00 will be charged for the first 15 minutes and thereafter an additional £5.00 will be charged for every five minutes late, per child. These fees will be collected one month in arrears.

5. Payment by cheque incurs an additional charge of £1.50.

6. Payment by debit card up to £100.00 will incur a £0.50 charge; thereafter a charge of 1% of the total of the invoice value will be added to the payment.

7. Payment by credit cards will incur a charge of 1.5% of the total invoice value, which will be added to the payment.

The directors may use their discretion to waive fees in exceptional circumstances.

# Terms and Conditions

## 1. Services

1.1 It is agreed that Best Friends Childcare Limited ("the nursery") will provide you with daytime childcare services for your child as detailed in this Welcome Pack or as requested.

1.2 The services will be provided with reasonable care and skill and in compliance with Care Standards Act 2000 and The Children Act 2006.

1.3 The services will meet the requirements for and restrictions imposed by any insurance policy in regard to the provision of the services.

1.4 The provision of the services will normally include:

1.4.1 supervising the children

1.4.2 providing suitable meals and snacks as applicable

1.4.3 providing suitable activities and tasks for the children

## 2. Fees

2.1 The current fees for the nursery services are as shown in Schedule 1.

2.2 All payments should be made one month in advance on the first day of the month by Standing Order. A £3.50 handling fee applies to all payments not made by Standing Order.

2.3 Without limiting the nursery, other rights and remedies late payments received without the agreement of the nursery will be subject to the administration fees as set out in Schedule 2, or such greater sum that reflects the loss incurred by the nursery, as set out in Schedule 2.

2.4 The current administration fees for various events and ancillary charges are set out in Schedule 2.

2.5 Additional sessions will be invoiced separately at the full day rate and are payable within seven days of the invoice date.

2.6 The level of fees is subject to review annually on 1 April. One month's advance notice of any fee changes will be given.

2.7 A £50.00 non-refundable registration fee is payable upon application for a place at the nursery.

2.8 Fees are payable at the applicable rate for:

2.8.1 public holidays

2.8.2 absence due to child's illness

2.8.3 child's holidays

2.8.4 any closure of the nursery due to circumstances beyond its control

2.8.5 Christmas Day to New Year's Day when the nursery is closed for training and/or redecorating purposes. This period may be moved to alternative dates if necessary.

## 3. Deposit

3.1 Once a start date at the nursery has been agreed, if the start date is more than 28 days of signing the terms and conditions, a deposit of £150.00 will be requested in order to secure the start date.

3.2 If after payment of the deposit you wish to amend the start date, the first

deposit will be forfeit and a further deposit of £150.00 will be required if the new start date is more than seven days before or after the original start date.

3.3 Any request to amend a start date by more than 28 days may result in the loss of the place as the place may be offered to another child.

3.4 Deposits (unless forfeited) will be held for the period until your child has completed their first full month and at this point will be deducted from the full month's fee.

3.5 All interest accruing on the deposit will belong to the nursery.

3.6 Without limiting the nursery's other rights and remedies, in the event that fees are unpaid the nursery reserves the right to forfeit such part of the deposit as is equal to the sum outstanding.

3.7 The deposit will be forfeited if you cancel the place less than 28 days before the arranged start date.

#### **4. Charges and cancellation**

4.1 Either party may change a session by giving a minimum of four weeks' advance notice in writing. The notice period should expire at the end of a calendar month.

4.2 Either party may terminate a child's place at the nursery by giving a minimum of eight weeks' advance notice in writing. The notice period should expire at the end of a calendar month.

4.3 Without limiting the nursery's other rights and remedies, in the event that fees are unpaid the nursery reserves the right to terminate a child's place at the nursery immediately or suspend the provision of services by notice in writing.

4.4 The nursery reserves the right to alter sessions or hours of a session, if the circumstances dictate, without providing the notice period set out in clause 4.1.

#### **5. Refunds**

5.1 Refunds will be payable only at the discretion of the nursery.

5.2 The issue of a refund on any occasion will not be seen as a waiver of fees to be applied in any other circumstances or for the same circumstances in the future.

#### **6. Warranty and liability**

6.1 By signing these Terms and Conditions you warrant that the nursery can rely on the information you provide as correct including the information in the welcome pack and acknowledge that the nursery has no liability for any loss, damage, costs, expenses or other claims for compensation, howsoever arising as a result of any incomplete or incorrect information being provided or your failure to provide information. This is subject to clause 6.3 below.

6.2 The nursery shall not be liable to you for any loss arising from the provision or non-provision of the nursery's services, howsoever caused, including loss, consequential loss or damages.

6.3 Nothing in these Terms and Conditions affects any liability for death or personal injury caused by the nursery's negligence, or your statutory rights as a consumer.



## **7. Suspension**

7.1 The nursery may suspend the provision of services to you at any time, if:

7.1.1 you have failed to pay the nursery's fees

7.1.2 your child's behaviour at the nursery is deemed unacceptable or endangers the safety and well-being of the other children or staff at the nursery.; the suspension will continue while we try and address the issues with you

7.1.3 your child becomes ill or is suffering from a contagious illness; your child will not be allowed to attend the nursery until the contamination period has passed and/or 48 hours after the start of medication

7.2 If the period of suspension exceeds one month, either party may terminate this contract by written notice.

## **8. Child collection**

8.1 The nursery will release your child only to you or the people identified by you in the welcome pack, after following the procedures set out in of policies and procedures.

8.2 If you identify people in the welcome pack as being authorised to collect your child, you acknowledge that the nursery is entitled to rely on that information.

8.3 If the person collecting your child is not on the authorised forms, please request a designated one and two form; this must be filled out prior to any new person collecting can be authorised.

## **9. Data protection**

9.1 The nursery is registered under the Data Protection Act 1998 to process personal information pursuant to the provision of childcare.

9.2 Personal information provided by you shall be used only for the purpose of providing the childcare services.

9.3 You can correct any information, or ask for information about you to be deleted, by giving written notice to the nursery at the address given in the welcome pack.

9.4 The nursery operates a CCTV system covering the outside of the nursery for safety purposes. You and your child may be captured on this CCTV system while outside of the nursery. The recordings will be viewed only by authorised members of staff, or authorised law enforcement officers. The recordings will be dealt with in accordance with the provisions of the Data Protection Act 1998.

9.5 It is a term of this contract that you understand and agree to the procuring of personal data (including sensitive personal data) in this way of which you, your child or a connection may be the subject.

## **10. Staff**

10.1 You may not either during the term of this contract or in the 12-month period thereafter employ in any capacity or otherwise engage the services of any member of the staff at the nursery without prior written permission of a director.

10.2 If written permission is granted under clause 10.1, the nursery is neither involved nor liable in any way for that employee while they are working for you.

10.3 In the event of a breach of clause 10.1 and without limiting its remaining rights, the nursery reserves the right

10.3.1 to terminate your child's place at the nursery with immediate effect and/or

10.3.2 to recover from you all losses, damage, costs and expenses directly or indirectly arising as a result of such breach

10.4 If you employ an employee or ex-employee of the nursery within 12 months of your child leaving the nursery, these Terms and Conditions will still apply.

## **11. Medical and ancillary information**

11.1 You must ensure the nursery has received completed medical and ancillary forms included within the welcome pack, prior to your child attending the nursery.

11.2 Should the information on the forms change, you must inform the nursery immediately of any changes.

## **12. Alteration of Terms and Conditions**

The nursery reserves the right to add to, remove or alter these Terms and Conditions without notice.

## **13. Reporting duties**

The nursery is under an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

## **14. Jurisdiction**

These Terms and Conditions and this contract will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising.

## **15. Definitions**

15.1 "The nursery" means Best Friends Childcare Limited.

15.2 "Contract" means the contract for the provision of services provided by the nursery to you, as set out in these Terms and Conditions;

15.3 All references to "you" mean the person or people signing this contract .

15.4 "Welcome pack" means the document containing forms to be completed by you and containing information about the nursery and how it operates.

Best Friends Childcare Limited

Samuel Ryder Academy

Drakes Drive

St Albans

Hertfordshire

AL1 5AR

Telephone: 01727 847475

Email: [gemma@bestfriends.ltd.uk](mailto:gemma@bestfriends.ltd.uk) or [stacey@bestfriends.ltd.uk](mailto:stacey@bestfriends.ltd.uk)

Website: [www.bestfriends.ltd.uk](http://www.bestfriends.ltd.uk)

# Best Friends Childcare Limited registration form

## PART ONE: ESSENTIAL INFORMATION (THE BASIC BITS)

I/We would like to register my/our child at Best Friends Childcare Limited.

Child's surname:		Date of birth:	
Child's forename:		Gender:	
Child to be known as:		Nationality:	
Address:		Ethnic origin:	
		Religion:	
		Home language:	
Post code:		Additional language:	
Funding Code Number:			
Willows Farm membership number (if applicable):			

Please enclose a photocopy of your child's passport or birth certificate.

	Parent/Carer/Guardian 1	Parent/Carer/Guardian 2
Surname:		
Forename:		
Parents DOB:		
Address:		
Post code:		
Home telephone:		
Mobile telephone:		
Work telephone:		
Email address:		
Occupation:		
National Insurance Number:		
Parental responsibility:	Yes/No	Yes/No
	<b>Authorised person 1*</b>	<b>Authorised person 2*</b>
Surname:		
Forename:		
Relationship to child:		
Home telephone:		
Mobile telephone:		

Work telephone:		
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**\*Authorised persons must be able to collect from the nursery in an emergency.**

## Medical details

Name of doctor:		Immunisations:	Date:
Surgery name:		Diphtheria	
Surgery address:		Whooping cough	
		Polio	
		Tetanus	
Post code:		Hib	
Surgery telephone:		Pneumococcal	
Health visitor name:		Rotavirus	
NHS NUMBER:		Meningitis C	
Are you happy for us to share this information with the local children's centre?	YES / NO	MMR	
		Other:	

**Please give details of the following if applicable:**

Special dietary requirements:	
Allergies:	
Medical conditions:	
Special needs:	
Any support received: (eg. social worker, educational psychologist, speech therapist, other)	

You will need to complete an Individual Health Care Plan if you have completed any of the above.

## Sessions required (please tick)

	Monday	Tuesday	Wednesday	Thursday	Friday
07.30 - 18.30					
07.30 - 13.00					
13.00 - 18.30*					

There will be an additional charge applied to **Tuesday, Wednesday and Friday** sessions of £5.00 per session per month. This is to cover the classes held by Tiny Mites (a music class held every Tuesday), football lessons (on Wednesdays) and Spanish lessons (on Fridays).

## Choose your child's uniform

Your registration fee includes a coloured t-shirt in red, blue or yellow. Please choose the size you require below. If you wish to buy additional tops, please let a member of staff know; these cost £10.00 for the t-shirt and £13.00 for the v-neck tank top.

Size	Red t-shirt	Blue t-shirt	Yellow t-shirt	Purple tank top
1-2 years				
3-4 years				
Requested start date:				

## Agreement

I have read and agree to abide by the Best Friends Childcare Limited Terms and Conditions.

Signed: .....

Dated: .....

I have read and agree to abide by the Best Friends Childcare Limited Policies and Procedures.

Signed: .....

Dated: .....

**Please return completed forms and registration fee of £50.00 to confirm your place.**

## PART TWO: EVEN MORE IMPORTANT INFORMATION (THE FUN BITS)

To ensure your child's settling in period is a calm, comfortable and happy time, please supply us with as much information as you are able to do. Our staff love getting to know the children they work with and their individual preferences, so that they can tailor their learning and fun times as much as possible.

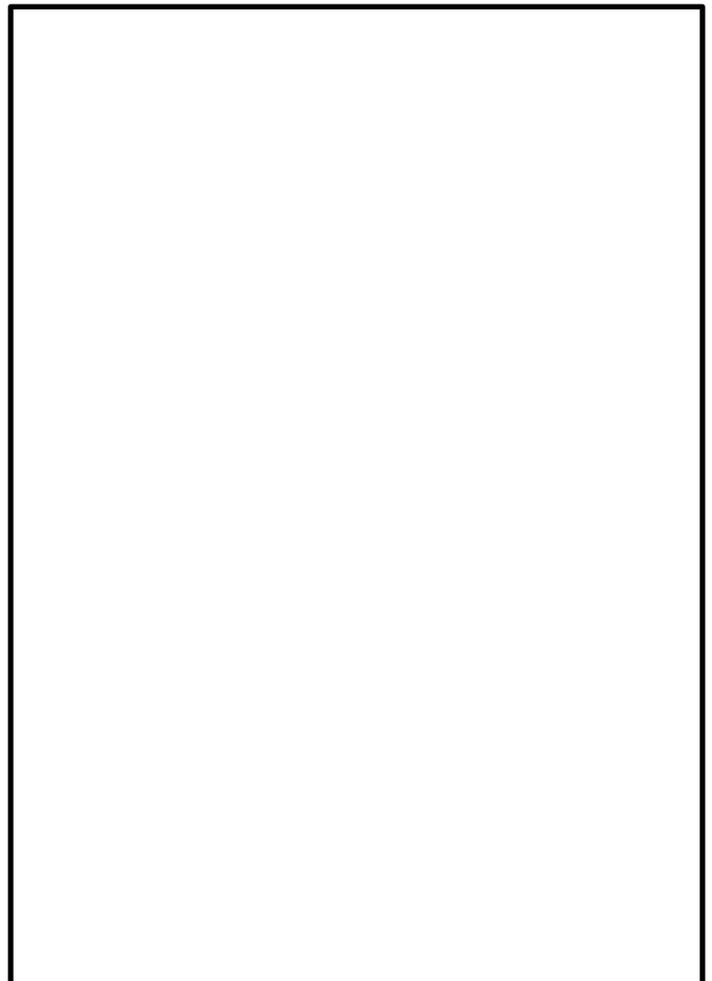
We will keep this information, as we do everything about your child, in the strictest confidence but on record so that you will be able to refer to it in the future should you wish to do so.

This is a photo of me:

This is a photo of my family:

(feel free to add their names here:

.....  
.....)



## All About Me

My full name is:	
I prefer to be called:	
My first/preferred language is:	
My eye colour is:	
My hair colour is:	
I live with:	
My siblings are called:	
My siblings DOB:	
My pets are called:	

I'm happiest when I am: (eg. singing, playing, cuddling)	
The things that make me sad are:	
When I'm sad, I'm comforted by: (eg. cuddles, dummy, teddy, singing)	
My favourite things to eat are:	
I prefer to eat if: (choose one - you help me/you let me feed myself)	
I do not like to eat these things:	
I like to sleep: (eg. on my tummy/back, in a cot/bed, with a toy/dummy)	
My milk feeds are: (type of milk, amount, time and how to feed)	
Here is more information about me that will help me settle into my new surroundings:	
My nappy size is:	
My family and I celebrate: (eg. cultural and religious events)	
My special skills are: (eg. additional language, signing)	

My experience of being away from my family is: (eg. previous nursery, child-minder, playgroup, crèche, family or friend looking after me for a few hours)	
My special words or signs I might need to help me communicate with you are: (additional language words, signing words, visual cards)	
My parents would like the setting to: (anything else you can think of to help me settle in)	

## My current daily routine

Time	Details
07:30 - 08:00	
08:00 - 08:30	
08:30 - 09:00	
09:00 - 09:30	
09:30 - 10:00	
10:00 - 10:30	
10:30 - 11:00	
11:00 - 11:30	
11:30 - 12:00	
12:00 - 12:30	
12:30 - 13:00	
13:00 - 13:30	
13:30 - 14:00	
14:00 - 14:30	
14:30 - 15:00	
15:00 - 15:30	
15:30 - 16:00	
16:00 - 16:30	
16:30 - 17:00	
17:00 - 17:30	
17:30 - 18:00	
18:00 - 18:30	

Please include meal times, sleep times, quiet time and active times. This information will help us give your child the best care and maintain their individual routine.

## My development so far

To help us ensure that the experiences we offer to your child are developmentally appropriate and challenging enough, it would be helpful if you could tell us about your child's development up until this point.

<b>Communication and language development:</b>	<b>Typical behavior examples:</b>
Listening	
Understanding	
Speaking	

<b>Physical development:</b>	<b>Typical behavior examples:</b>
Moving and handling	
Health and self care	
How does your child manage their self care?	

<b>Personal, emotional and social development:</b>	<b>Typical behavior examples:</b>
Self confidence and self awareness	
How does your child manage feelings and behavior patterns?	

How does your child manage relationships?	
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Are there and other particular areas you would like us to support your child with developmentally?

Parent signature	
Key person signature	
Management signature	
Date	

## Permission

I/We give permission for ..... (name of child) to:  
(please tick as appropriate)

- be taken on walks
- have his/her face painted
- have Best Friend Childcare's sun cream applied in the event of not having their own supplied
- have a plaster applied if needed
- be given cows' milk to drink
- be given pure juice on occasion
- be observed under the EYFS standards
- have his/her photo taken for Best Friends Childcare's display boards
- have their photos and observations uploaded to their individual Tapestry online learning journal
- have Calpol given at the setting in the event of high temperature, teething, etc.
- have emergency care given if needed
- have his/her first name only used on the Best Friends Childcare facebook page

<b>If you have not ticked any of the above, please indicate your reasons:</b>

Print name:		Date:	
Signature:			



**Best Friends Childcare Limited**  
**Parents Privacy Policy**

"Putting Childcare First"

The General Data Protection Regulation, (GDPR) states that personal data should be 'processed fairly and lawfully' and 'collected for specified, explicit and legitimate purposes' and that individual's data is not processed without their knowledge. GDPR covers personal data relating to individuals. Best Friends Childcare Limited is committed to protecting the rights and freedoms of individuals with respect to the processing of children's, parents', visitors' and staff personal data.

**Controller**

This privacy policy is issued on behalf of both Best Friends Childcare Ltd and Best Friends Childcare Centre Limited (jointly referred to as "Best Friends Childcare" below. Best Friends Childcare Ltd is a company registered in England and Wales. Registration number: 6865135. Registered Office: 30 St Vincent Way, Potters Bar, Hertfordshire, EN6 2RF.

Best Friends Childcare Ltd is registered with the ICO (Information Commissioners Office) under registration number ZA176613.

Best Friends Childcare Centre Limited is a company registered in England and Wales. Registration number : 05195339. Registered Office: 30 St Vincent Way, Potters Bar, Hertfordshire, EN6 2RF.

Best Friends Childcare Centre Limited is registered with the ICO under registration number ZA4 32151.

Your data controller is Best Friends Childcare Ltd if you use the St Albans nursery. Your data controller is Best Friends Childcare Centre Limited if you use the London Colney nursery.

The Data Protection Officers for Best Friends Childcare are -

**Gemma Gittins - Nursery Proprietor DTL: 01727 852851**

**Mobile: 07899 925907**

**Email: [gemma@bestfriends.ltd.uk](mailto:gemma@bestfriends.ltd.uk)**

**Stacey Roskilly - General Manager [Stacey@bestfriends.ltd.uk](mailto:Stacey@bestfriends.ltd.uk)**

**Katie Gittins- Manager of London Colney Nursery Email: [Katie@bestfriends.ltd.uk](mailto:Katie@bestfriends.ltd.uk)**

The Data Protection Officers of the nursery have overall responsibility for ensuring that records are correctly processed. All employees involved with processing data are aware of their duties and responsibilities in line with this policy.

April 2020

If you have any questions about this privacy policy or our privacy practices, please contact our DPOs as set out above.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

We may change this privacy policy from time to time and we shall notify you of any changes.

### **Personal Data we collect from you and the reasons why we require the personal data**

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).

**Special Category personal data** includes (but is not limited to) data relating to race or ethnicity, religious or philosophical beliefs and information about your health/your child's health. Special Category personal data is collected for legal and contractual purposes and to fulfil requirements of the Local Authority. We are aware of the additional requirements set out in the GDPR in relation to special category personal data.

- Best Friends Childcare is OFSTED registered childcare provider that is required to collect and manage certain data. We need to know parent's names, addresses, contact details, date of birth, occupation and National Insurance numbers and details of whom to contact in emergency situations or illness.
- We also need to know children's full names, address, date of birth, birth certificate or passport numbers and NHS numbers.
- In addition we need to be informed of any health related personal data in relation to your child, such as medical and health information, dietary requirements and special educational needs information and developmental records.
- Best Friends childcare is required to collect certain details of visitors to our premises. We need to know names, addresses and contact details, photographic ID will also be asked for and documented. This is in respect to our safeguarding procedures.
- Best Friends childcare uses CCTV to safeguard the children in our care as well as staff and other adults on the premises. The security of the premises is also recorded when the nursery is closed, including the playground and carpark area. Images of people are covered by data protection and privacy legislation so is information which is derived from images, from which an individual can be directly or indirectly, identified - for example, vehicle registration numbers. The use of CCTV in the setting is covered by data protection and privacy legislation. This is regardless of the number of cameras or how sophisticated the equipment is. Gemma Gittins, the Proprietor and Stacey Roskilly the General Manager are responsible for the control of images recorded.

- Best Friends uses cookies on its website to collect data for Google Analytics, this data is anonymous.

We ask you to inform us if any of your personal data changes, so that our records are kept up to date.

### **How we use your personal data/your child's personal data**

We will only use your personal data and your child's personal data when the law allows us to. Most commonly, we will use personal data in the following circumstances:

- Where we need to perform the contract we have entered into with you to provide childcare for your child.
- 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.
- Where we need to comply with a legal obligation.

We only rely on your consent to process personal data in certain circumstances as set out below.

### **Purposes for which we will use your personal data/your child's personal data and the legal basis for doing so**

We have set out below, in a table format, a description of all the ways we use your personal data or your child's personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

<b>Purpose/Activity</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
Provide childcare for your child	(a) performance of a contract with you
Guiding your child's education	(a) performance of a contract with you; (b) necessary to comply with a legal obligation.
Provide you with updates on your child's progress	(a) performance of a contract with you; (b) necessary to comply with a legal obligation.
Provide first aid and medication in case of accident or illness	(a) necessary to comply with a legal obligation; (b) your consent
Taking payment from you	(a) performance of a contract with you
Contacting you in an emergency	(a) necessary to comply with a legal obligation
Providing you access to our online developmental record provider, e.g Tapestry (see further below)	(a) performance of a contract with you (b) necessary to comply with a legal obligation

	(c) necessary for our legitimate interests (to keep our records updated and to provide evidence of child's progress)
Taking photographs or filming your child within the setting or arranging to	(a) Your written consent is required.
For child safeguarding purposes	(a) comply with a legal obligation; (b) necessary to protect the vital interests of the data subject or another person
In compliance with OFSTED requirements or inspections or in accordance with other public authorities or bodies such as HMRC	(a) necessary to comply with a legal obligation

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table above.

#### **Disclosure of your personal and your child's personal data**

We may share your personal data with the parties set out below for the purposes set out in the table:

- External third parties: public bodies, Ofsted, NHS, Police, HMRC, other professionals such as, Health Visitors, Social Workers, our accountant and our solicitor.
- Specific Third parties:
  - Tapestry, which is an online journal of a child's learning record.
  - Another childcare provider or school if the child moves or leaves our setting.
  - Photographer/photography company which takes professional photographs of children, for sale to parents.
- Third parties, to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

#### **Storage and security of personal data**

All paper copies of children's and staff records (including archives) are kept in locked cupboards within the setting. Members of staff have access to these files but information taken from the files about individual children is confidential. These records are shredded after the retention period.

Information about individual children is used in certain documents, such as registers, medication forms, referrals to external agencies and disclosure forms. These

documents include information such as children's names, date of birth and sometimes address. These records are shredded after the relevant retention period.

Best Friends childcare centre collects a large amount of personal data every year including, names, contact details and address of those on the waiting list. These records are shredded if the child does not attend or added to the child's file and stored appropriately.

Information regarding families' involvement with other agencies and outside professionals are stored in a locked cupboard in the office. These records are shredded after the relevant retention period.

When a child leaves us to attend another early years setting or school data held on the child may be shared with the receiving school. Such information will be sent via a secure file transfer system or recorded delivery with the Royal Mail.

Best Friends childcare centre stores personal data held visually in photographs, video clips or as sound recording, unless consent has not been granted. No names are stored with images.

Access to all the setting computers and Tapestry Online Journal is password protected. When a member of staff leaves the passwords are changed and their account is deactivated on Tapestry.

Data may be taken off site by Gemma Gittins and Stacey Roskilly when working from home. Any data will still be covered by GDPR and will only be used for the purposes in which it was collected. No other employees at the setting are authorised to take any paperwork home which contains any data in relation to other employees, parents or children.

\*please see attached Preschool Learning Alliance retention periods for records.

Children's records	Retention period	Status	Authority
Children's records, including registers, medication records and accident records pertaining to children  Note: children's learning and development records i.e. learning journeys are maintained by the setting and handed to parents when the child leaves.  *If a concern is identified that legal action may be instigated, all relevant information will be retained until the child reaches the age of 25.	Records should be retained for a reasonable period of time after children have left the provision (e.g. three years) or until the next Ofsted inspection after the child has left the setting (whichever is soonest).	Requirement	EYFS (given legal force by Childcare Act 2006)
	Until child reaches age of 21 - or until the child reaches the age of 25 for child protection records, SEND records and health care plans.  Records in relation to safeguarding concerns will also need to be kept in accordance with the Local Safeguarding Children Board's requirements.	Recommendation	Limitation Act 1980  Normal limitation rules (which mean that an individual can claim for negligently caused personal injury up to three years after, or deliberately caused personal injury up to six years after the event) are postponed until the child reaches 18 years old.
Records of any reportable death, injury, disease or dangerous occurrence.	Three years from the date of the last entry (or, if the accident involves a child,	Requirement	The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995

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	then until the person reaches the age of 21).  The setting will also need to consider whether it is necessary to keep the records for a longer period in light of the circumstances.		(RIDDOR) (SI1995/3163) (as amended)
Safeguarding and welfare records (including written summary of information transferred to schools) which resulted in a Child Protection referral or Child In Need referral being made to the local authority.	Until the child reaches age 25 years, or for Looked After Children 75 years.	Requirement	Limitation Act 1980
Safeguarding and welfare records (including written summary of information transferred to school) which resulted in a referral being made to CAF or other early help support services referrals.	Six years from time referral made, or for Looked After Children 75 years.	Requirement	Limitation Act 1980
<b>Financial Records</b>	<b>Retention Period</b>	<b>Status</b>	<b>Authority</b>
Accounting records.	Three years for Private Companies Six years for Public Limited Companies. Six years for Charities.	Requirement	Section 386 and 388 of the Companies Act  Charities Act 2011 section 131
<b>Administration records</b>	<b>Retention period</b>	<b>Status</b>	<b>Authority</b>
Complaints records	At least three years from the date of the last record.	Requirement	Early Years Foundation Stage Welfare Requirements (given legal force by Childcare Act 2006)
Insurance policies.	Permanently.	Recommendation	Information and Records Management Society
Minutes/minutes books.	Permanently	Recommendation	Chartered Institute of Personnel and Development

## Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data:

- Request access to your personal data.
- Request erasure of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data (data portability).
- Object to processing of your personal data.
- Right to withdraw consent.
- Request correction of your personal data.

## No Fee Usually Required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly

unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

### **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 your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **Time Limit to Respond**

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Please see below for a more in depth explanation of your legal rights work in relation to your personal data and your child's personal data.

### 1. The Right of Access

Individuals can make a written request to access any data held about them at any time. If the setting receives a written request to see any or all of personal data that the setting holds about them/their child this will be treated as a Subject Access Request and the setting will respond within 1 month.

Any informal requests to view or have copies of personal data will be dealt with wherever possible at a mutually convenient time but, in the event of any disagreement over this the individual requesting the data will be instructed to make their application in writing and Best Friends Childcare will comply with its duty to respond within the 1 month deadline.

### 2. The Right to Erasure

Individuals have the right to request the deletion of their data where there is no compelling reason for its continued use. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

### 3. The Right to Restrict Processing

This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- If you want us to establish the data's accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

4. The Right to Data Portability

You have the right to request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a hard copy or electronic format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

5. The Right to Object

You have the right to object to processing of your personal data 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 as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

6. The Right to withdraw your consent

You have the right to withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain parts of our service to you. We will advise you if this is the case at the time you withdraw your consent.

7. The right to request correction of your personal data

You have the right to request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Parent Signature:**

I have read and understood the Best Friends Childcare Privacy Policy:

.....	.....	.....
Print Name	Signature	Date

I understand and consent to the processing of my special category personal data (if this is disclosed to Best Friends Childcare by me) and my child's/children's special category personal data, which includes data relating to health records, developmental records, ethnicity and religion.

.....	.....	.....
Print Name	Signature	Date

