

Terms & Conditions

Background

- City Road Community Childcare is a provider of childcare services and Early Years Education (**Services**).
- You (parent, guardian, or carers) have asked City Road Community Childcare to provide childcare services and Early Years Education for your child or children.
- The details you have provided in the registration Form and the Terms and Conditions set out below will make up the legal and binding agreements between us ("**Agreement**").

You and City Road Community Childcare agree that:

Child	means the child (or children if more than one) named and detailed in the registration Form and whom you have parental responsibility for or are the legal guardian or carer of;
Registration Form	means the form completed by you to provide information about your Child and information about you (parents, guardians and carers);
Fees	the prices payable by you in respect of booked childcare hours and any booked additional extras, as described in the Tariff. The prices are not charged VAT;
Force Majeure	means an event or a sequence of events which City Road Community Childcare cannot influence or control and which prevent or delay City Road Community Childcare from providing the Service under this Agreement. These events can include acts of God, war, riot, civil commotion, terrorist attack, compliance with any law or government order (local and national), fire, a pandemic of any disease;
Nursery	means that particular nursery setting, building and address where your Child is Registered which is City Road Community Childcare. 720-724 City Road, Sheffield, South Yorkshire, UK, S2 1GJ.
Nursery Manager	means the named person in charge of the Nursery on any given day;
Tariff	means the attached and in-force price list for the Nursery. The price of any of the Services detailed in the Price List and as updated and notified by City Road Community Childcare from time to time.

Definitions and Interpretation

Some of the technical and legal words used in this Agreement mean:

In this Agreement:

- a reference to this Agreement includes the registration Form, City Road Community Childcare Policies, tariff and all relevant schedules.



- a reference to 'you' or 'parent' includes both the mother, father and legal guardian or carers of a Child;
- a reference to 'City Road Community Childcare's includes City Road Community Childcare's employees, agents, and contractors.
- a reference to a gender includes each of the genders.
- a reference to legislation is a reference to the current version of that legislation as at the date of this Agreement.

Registration and Services

City Road Community Childcare offer a variety of booking options (All year booking, Term Time Only Booking, and Holiday Clubs) which are outlined on the registration form. You must specify which booking options you intend to use for your Child on registration.

Copies of all City Road Community Childcare policies are available at the Nursery on request.

Price and Funding

- Prices currently payable are contained in tariffs.
- If you do not agree with an increase in the prices, then you have an option of terminating this Agreement by giving City Road Community Childcare 4 weeks' notice. If the notice to terminate covers the period the price increase is due to take effect, you are required to pay the increased price for all Services received in that period and after that.
- Local Authority 2-Year-Old Funding is available for those children who are eligible under the scheme. Eligibility is means-tested, please speak to the Nursery Manager for more details on how to apply.
- Local Authority 15- and 30-Hours Childcare Funding for 3 and 4-year-olds is available for those children who are eligible under the scheme. The funding is subject to the current and applicable rules and regulations as set by each Local Authority.
- The following charges apply to those parents accessing Local Authority funding:
- City Road Community Childcare charges for additional extras provided and not covered by a funding scheme. The prices and additional extras are contained in the Price List.

Fees and Payments

- Fees are payable on or before the 1st day of each month on issued invoices:
- City Road Community Childcare charge an administration charge for any late payments which have not been previously agreed. A £10 charge per week will be added to the monthly invoice if the payment is a week late. For example, 3 weeks late payment will be £30 charge.
- Fees are payable in full for:
- booked hours and additional extras, whether your Child attends or not, where you do not send your Child to the Nursery during any Holiday period, except for Christmas Day, Boxing Day and New Year's Day when ordinarily the Nursery will be closed.

- missed days cannot be transferred or reclaimed at a later date.
- All unpaid fees will be subject to our credit control procedure. The cost of recovery will be added to the Fees owed and will include an administration charge, court fees, enforcement fees and statutory contractual interest.
- Please refer to the current tariff for all current charges. You can find the Tariff on reception, or you can ask a member of staff for it.

Registration Fee

- As part of our registration process, a non-refundable registration fee of £30 is required when signing up your child at our nursery. This is to secure a place and it is a fundamental component of the registration procedure and is designed to cover administrative expenses associated with securing your child's placement within our facility. We kindly request your compliance with this policy, as it allows us to maintain and improve the quality of educational and caregiving services provided at our nursery. Please be advised that the registration fee is a one-time payment, due at the time of registration, and is separate from regular tuition fees. Your commitment to this policy is greatly appreciated, and we thank you for entrusting us with your child's care and education.

Child Drop off and Collection

- You must collect your Child in person. If you arrange for someone else to collect your Child, then you must contact the Nursery Manager or deputy Manager prior to collection and obtain a password to be used by the person authorised to collect your Child.
- You must ensure that your Child is collected at the scheduled time of collection. If you are not able to collect your Child at the scheduled time, you should make every effort to inform the Nursery Manager as soon as possible:
- You will be charged for a late collection on condition that the Nursery Manager has been given at least 60 minutes prior notice and the Nursery is able to accommodate your Child. It will be £10 per 15 minutes over your designated pick up time;
- Persistent late collections, exceeding the designated pick-up time by more than 15 minutes on three occasions, may lead to adjustments in your child's session schedule or days, or potentially the need to terminate the contract. This policy is essential to maintain appropriate child-to-staff ratios and ensure the overall well-being of all children in our care.
- City Road Community Childcare will contact any other authorised person recorded on the child's profile to request collection.
- The Local Authority Children's Services and a registered childminder will be contacted 60 minutes after the closing of the Nursery if your Child has not been collected and City Road Community Childcare has not received notice.
- City Road Community Childcare will not release a Child for collection if it is reasonably believed or has reason to suspect that the collecting person is under the influence of alcohol and/or is intoxicated by drugs. City Road Community Childcare will contact the other persons named on the Registration Form to come and collect your Child.
- City Road Community Childcare permit minors between the ages of 16 and 18 to collect a Child from the Nursery on behalf of parents, provided that City Road Community Childcare

has been notified that the minor has been given authority to do so. Nursery Managers will give the final and absolute permission for a Child to be collected by the minor.

Parent's Commitments and Responsibilities

You commit to the following responsibilities:

- to inform the Nursery if your Child is attending, or planning to attend another nursery setting;
- to advise the Nursery in writing of any changes to the details provided in the registration Form before the change(s) take place or as soon as possible. This will be updated on our Famly App.
- to notify the Nursery of any allergies your Child may have or develops whilst they attend the Nursery. This will be updated on our Famly app.
- to inform the Nursery if your Child is taking or has been prescribed medication. Any medicine brought into the Nursery must be in its original container, as dispensed by the pharmacist and must include the pharmacist's instructions, your Child's name, dosage and times to be administered.
- to give all medication to the Nursery Manager, Deputy Manager or room lead and sign the appropriate forms. You should not leave any medication in your Child's bag or on your Child's peg;
- to ensure that you or another chosen responsible person is contactable by telephone at all times whilst your Child is attending the Nursery, and to provide the correct telephone numbers on the registration Form;
- Label all of your Child's clothes and possessions that are taken into the Nursery and provide spare clothes for your Child;
- Dress your child in play-appropriate clothes (heeled shoes are not permitted). Any jewellery worn as a cultural attire is done so at the Parent's risk;
- to provide nappies, wipes and cream for your Child if they are in nappies.
- to shut the front door of the Nursery after entering and exiting and to ensure:
- nobody else's Child enters or exits the Nursery unless they are in their parent's care;
- to prevent an unidentified person to enter the Nursery.
- to regularly monitor and diligently acknowledge all accident and incident reports of your Child published via, Famly or if you are given an accident form;
- to provide in writing any information that is relevant to your Child's safety and security, including details of any copies of Court Orders, injunctions, parental responsibility orders and any intervention by the Local Authority. City Road Community Childcare cannot refuse access to any Parent that is known to it unless a Court Order is provided.
- To also update nursery of any name changes to parents, carers, or children.

Safeguarding

- City Road Community Childcare staff have a duty of care to your child. We must therefore report any suspicion of a child being neglected or abused to the relevant authorities. We will usually inform you prior to making this referral but, will do this without prior notice if we have reason to believe your child is at significant risk of harm, or that your child has been or is currently subjected to sexual abuse. To view or request a copy of our Safeguarding Policy please contact a member of the team at the nursery.

Specific Consent

- You consent to City Road Community Childcare arranging for your Child to receive emergency treatment from emergency services should this be required. If such a circumstance were to arise. You agree:
- to make arrangements to immediately attend the hospital as soon as you are notified by City Road Community Childcare;
- to be responsible for arrangements to collect your Child from the Nursery immediately if your Child is unwell or the Nursery Manager requires that you remove your Child from the Nursery. This is always at the Nursery Manager's discretion.
- We are committed to our Sun Safety Policy and apply sun cream to all children in our nurseries. Please provide sun cream for your children so we can apply at nursery.
- You consent to your Child's development records being kept and stored by City Road Community Childcare in paper and/or digital form and in accordance with Data Protection Regulation.
- You consent to the Nursery making the appropriate checks with the Local Authority to establish whether the Nursery is entitled to receive the Early Years Pupil Premium on behalf of your Child. You should talk to the Nursery Manager for more information on the Early Years Pupil Premium.
- You consent to your Child going on spontaneous trips on foot or on public transport. This is if the permission box is completed on the registration Form. All other trips will be planned in advance and permission sought in advance from you.

City Road Community Childcare's Commitment to Parents

City Road Community Childcare commit under this Agreement to:

- use its reasonable endeavours to ensure that all nursery staff are friendly and professional to you and children at all times;
- engage suitably qualified persons to carry out the Service and meet ratios (staff: children ratio)

Our ratio's are:

- Koala Bear Room 1:3
 - Panda Bear Room 1:5
 - Polar Bear Room 1:8
- maintain adequate insurance levels relevant to its business; and observe all applicable laws, regulations and rules relevant to its business.

Data Protection

- In the performance of its obligations under this Agreement, City Road Community Childcare shall comply with the provisions of the Data Protection Act 2018 and the UK General Data Protection Regulation to the extent it applicable.
- As part of our social media engagement on platforms such as Facebook, Instagram, and TikTok, we occasionally share photos and videos that feature children participating in various activities within our setting. We strictly adhere to privacy guidelines by never associating children's names with the content. Prior to registration, parents/guardians have the option to indicate their preference regarding their child's appearance on our social media platforms. Your child's well-being and privacy remain our utmost priority, and we respect your choices in this matter.

No Solicitation of Staff

- To protect City Road Community Childcare's legitimate business interests, you may not engage City Road Community Childcare's staff in such a way as to set up a business relationship or to accept business from that staff member so that they are in direct competition with any businesses or commercial activities of City Road Community Childcare ('No Solicitation'). This restriction shall be in place for a period of 4 months after the termination of this Agreement.
- For the avoidance of any doubt:
- 'engage' in this clause means any commercial activities related to the Services provided by City Road Community Childcare, and 'staff' includes any person who made been employed by City Road Community Childcare for 3 months at the time this Agreement was entered into.
- To maintain professionalism and ensure clear boundaries, we kindly request that staff members refrain from forming personal social media connections or exchanging contact details with parents/caregivers during the child's registration period. This policy aims to uphold the privacy and integrity of our relationships while fostering a secure environment for all. After a minimum of four months from the child's departure, staff may consider forming such connections if both parties are comfortable.

Limitation of Liability

Except for any legal responsibility that cannot be excluded in law (such as for death or personal injury), City Road Community Childcare is not legally responsible for any:

- losses that were not foreseeable to both parties when this Agreement was formed;
- losses that were not caused by any negligence or breach on City Road Community Childcare's part; and
- losses of savings, discounts (whether actual or anticipated), business losses, any losses of profit, earnings or income.
- In any event, the total liability of City Road Community Childcare under this Agreement shall not exceed £10,000,000.

Termination

- This Agreement may be terminated by you and City Road Community Childcare on giving not less than four weeks' notice in writing to the other.
- You may terminate this Agreement immediately by giving written or an email to City Road Community Childcare if City Road Community Childcare has breached a fundamental Term or Condition of this Agreement and the breach remains uncorrected for 20 business days after City Road Community Childcare has received written notification of that breach.
- City Road Community Childcare may terminate this Agreement immediately on written notice or email to you if you have failed to pay any amount due under this Agreement on the due date and that amount remains unpaid for 10 business days after you have received a written or email notification from City Road Community Childcare that the payment is overdue.
- City Road Community Childcare may terminate this Agreement immediately on written or email notice to you if any consent, licence or authorisation held by City Road Community Childcare is revoked or modified in such a way that City Road Community Childcare is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
- City Road Community Childcare may terminate this Agreement at any time by giving four weeks' notice in writing or email to you.
- City Road Community Childcare carrying on all or a significant part of its business; and becomes insolvent, has a receiver or administrative receiver appointed over all or any part of its business, has a resolution passed for its winding up or has a freezing order made against it.
- On termination of this Agreement for any reason:
- you will immediately pay all outstanding invoices; and City Road Community Childcare will refund any deposits due.
- The following clauses of this Agreement shall survive termination howsoever it comes about:
- No Solicitation; Limitation of Liability; Termination.
- together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

Notices and Communication

- Any notice or other communication given by City Road Community Childcare under this Agreement will be in writing and in English, signed by an authorised person and will be sent either by post or by email.
- Notices are deemed received:
- 1. by post: at 9.00 am on the second business day after posting; and
- 2. by email: on receipt of a delivery receipt email from the correct address.

Force Majeure and Change of Ownership



- City Road Community Childcare will not be liable if it is delayed or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
 1. promptly notifies you of the Force Majeure event and its expected duration; and
 2. uses reasonable endeavours to minimise the effects of that event.
- City Road Community Childcare reserves the right to transfer the business to any other third party (natural or legal person) and to assign the benefit of this Agreement in connection with any such transfer.

Variation

- City Road Community Childcare reserves the right to amend these Terms and Conditions and any City Road Community Childcare policies at their discretion but with four weeks' notice to you. Any changes will take effect four weeks after notification.
- On some occasions it may not be possible to give 4 weeks' notice in which case we will give as much notice as is viable.

No set-off

You will pay all Fees that you owe under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, except when it may be required by law.

Severance

- If any clause of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other clause of this Agreement will not be affected.
- If any clause of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, then the clause or part-clause in question will apply with such deletions or modifications as necessary to make it legal, valid and enforceable.

Entire agreement

- This Agreement and any policies mentioned or alluded to in this Agreement constitutes the entire agreement between us and replace all previous agreements, understandings and arrangements between us, whether in writing or oral.
- You acknowledge that you have not entered into this Agreement in reliance on any representation or warranty that is not expressly set out in this You will not have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
- Third-party rights
- A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

Governing law and jurisdiction



This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) will be governed and interpreted by the laws of England and Wales. You and City Road Community Childcare irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim coming from this Agreement.

- No waiver
- A failure by City Road Community Childcare to exercise or enforce any right granted by these Terms and Conditions will not be interpreted or considered to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any occasion.

City Road Community Childcare Day Nursery Privacy Notice

We ask that you read this policy carefully as it contains important information on who we are, how and why we collect, store, use and share personal information you provide to us about you, your child and your next of kin, your rights in relation to the personal information and on how to contact us or our supervisory authorities in the event you have a complaint.

Who we are

We are City Road Community Childcare Limited and trading as 'City Road Community Childcare Limited'. In this notice, references to 'we' or 'us' means City Road Community Childcare Limited. We use and are responsible for certain personal information about you. When we do so, our activities are regulated under the UK [General Data Protection Regulation](#) (UKGDPR) which applies across the European Union (including in the United Kingdom) and the Data Protection Act 2018 and we are responsible as 'controller' and sometimes as 'processors' of that personal information for the purposes of those laws.

The personal information we collect and use

When you enrol for our services and in the course of providing our services, we collect the following personal information when you provide it to us:

Your details, including your name, marital status, date of birth, photographs, home address, contact telephone numbers, email address, and employment details; and

Your child's details, including name, date of birth, home address, photographs, videos, contact telephone numbers, email address, and GP details.

We also collect and process what is termed as 'Sensitive Personal Information'. This may be information about you or your child's gender identification, race and ethnicity, nationality, cultural or religious beliefs, genetic or biometric data, disability or medical records, sexual orientation or criminal records or cautions and court orders. We will ask you to consent to give us Sensitive Personal Information, but in some circumstances, we will not be able to proceed with your enrolment if you refuse to give this information as we are required to collect it by law.

Sometimes we may collect information from other sources such as other nursery settings, other children's learning profiles, the police, safeguarding, Ofsted or the Local Authority. We may enhance personal information we collect from you with information we obtain from third parties that are entitled to share that information, but in each case, as permitted by applicable laws.

Sometimes you might give us information about third parties such as your next of kin allowed to collect or alternative emergency contacts. If you intend to give us personal information about someone else, you are responsible for ensuring that you comply with any permissions and consent obligations under the data protection laws. In so far as required by applicable data protection laws, you must ensure that you have their explicit consent to do so and that you explain to them how we collect, use, disclose and retain their personal information or direct them to read this Policy.

Systems used to collect and process data. We gather information directly from you and via our websites and other ITC systems. These may include, for example, our:

- paper and hard copies of forms;
- computer networks and connections;
- web-based software and platforms;
- web and tablet-based applications;
- communications systems;
- survey platforms;
- email and instant messaging systems;
- telephones, voicemail, mobile phone records;
- and other hardware and software owned, used or provided by or on behalf of us.

Some limited personal data may be collected from monitoring devices and systems such as closed-circuit TV and door entry systems.

How we use your personal information

We use *your personal information* for:

performance of our contractual obligations;

equal opportunities monitoring;

diversity reporting requirements;

social security laws;

statistical analysis;

contacting service users in an emergency situation;

communicating with service users;

compliance with legal, regulatory and corporate governance obligations and good practice;

gathering information as part of investigations by regulatory bodies or in connection with legal proceedings or requests;

operational reasons, such as recording transactions, training and quality control;

security vetting and credit rating;

preventing unauthorised access to the nursery setting and the children;



checking references;

administration, assessments and monitoring;

marketing our business, our additional services and those of our group companies, for the purpose of our legitimate interest and so long as that interest does not infringe on your rights and freedoms;

analysing purchasing preferences of our product and services and making improvements;

improving our customer services provisions;

operational reasons, such as recording transactions, training and quality control;

insurance purposes; or

ensuring business policies are accurate and relevant;

We will share personal information with law enforcement or other authorities if required by applicable law. We will not share your personal information with any other third party without your consent.

Direct marketing for a legitimate interest pursued by City Road Community Childcare

Information relating to you will be used to notify you by post, email, telephone, Family or other electronic means of our goods and services and those of our group companies in which we believe you may be interested. You can object to direct marketing at any time by contacting us at info@cityroadchildcare.co.uk

Your rights

Under GDPR you have a number of important rights. In summary, those include rights to:

fair processing of information and transparency over how we use your personal information;

access to your personal information and to certain other supplementary information that this Privacy Notice is already designed to address;

require us to correct any mistakes in the information which we hold;

require the erasure of personal information concerning you in certain situations, this is not an absolute right as some information we cannot erase or delete by law;

receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations;

object at any time to processing of personal information concerning you for direct marketing;

object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you;

object in certain other situations to our continued processing of your personal information; and

otherwise, restrict our processing of your personal information in certain circumstances.

For further information on each of those rights, including the circumstances in which they apply, see the [Guidance from the UK Information Commissioner's Office \(ICO\) on individual rights under the UK General Data Protection Regulation.](#)



If you would like to exercise any of those rights, please:

email, call or write to using the contact details provided below;

let us have enough information to identify you;

let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill)

and let us know the information to which your request relates, including any reference numbers, if you have them;

Keeping your personal information secure

We have appropriate security measures in place to prevent personal information from being accidentally lost or used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

If you want detailed information from, Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by the Government and leading businesses.

How long your personal information will be kept

We will retain your personal information for the duration of our contractual relationship and afterwards for as long as is necessary and relevant for our legitimate business purposes, or in accordance with the laws which are applicable to our service industry. Where we no longer need your personal information, we will dispose of it in a secure manner (without further notice to you).

Changes to this privacy notice

This privacy notice was published on 12/09/2023. We may change this privacy notice from time to time, when we do, we will inform you.

How to contact us

Please contact us at City Road Community Childcare, City Road, Sheffield, South Yorkshire, S2 1GJ. Tel: 01142 399868; Email: info@cityroadchildcare.co.uk, if you have any questions about this privacy notice or the information, we hold about you.

How to complain

We hope that we can resolve any query or concern you raise about our use of your information. You also have a right to lodge a complaint with a supervisory authority, the supervisory authority in the UK is the Information Commissioner's Office which may be contacted at <https://ico.org.uk/concerns/> or by telephone: 0303 123 1113.

I hereby confirm I have understood and agree to the above Terms & Conditions of City Road Community Childcare pages 1-13:



Client Name: Client Signature: Date:	
Nursery Manager Name: Nursery Manager Signature: Date:	

These 'Terms and Conditions' are applicable to new parents from the 1st of August 2023 and existing parents from add open date