City Road Community Childcare – Holiday Club Terms and Conditions

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.

Introduction

Welcome to City Road Community Childcare's Holiday Club. These terms and conditions outline the commitments, responsibilities, and rights of both the parents/guardians and the Nursery for children attending our Holiday Club. By enrolling your child, you agree to the following terms and conditions.

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1. General Information

City Road Community Childcare provides a holiday club for children up to 8 years old. The club operates during school holidays and offers a safe and fun environment for children to enjoy. These services are subject to the terms and conditions outlined below.

Activities and Responsibilities

- A wide range of age-appropriate indoor and outdoor activities are organised, including creative sessions, group games, and free play.
- While we take every precaution to ensure the safety and well-being of all children, the Holiday Club is not responsible for accidental loss or damage to personal belongings.

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2. Booking and Pre-booking

- Pre-booking Required: All parents and carers must pre-book their child's place for the entire holiday period. For example, if the Holiday Club runs for two weeks, you must pre-book for both weeks. Similarly, for the six-week summer holiday, pre-booking is required for the entire six-week period.
- Booking Deadline: To secure your child's place, bookings must be made at least two weeks in advance of the start date of the holiday club. This ensures we can meet staffing and resource requirements.
- Booking Confirmation: Your child's place will only be confirmed once payment has been received for the booked period.
- Tariff: Please refer to the attached tariff sheet for the pricing details and structure.

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3. Staff-to-Child Ratio

The staff-to-child ratio for the Holiday Club is 1 staff member to 8 children for children aged 3 to 8 years old. This ensures that we maintain a high standard of care and supervision for each child in our care.

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4. Attendance and Cancellations

- Full Holiday Period Commitment: As our holiday club is designed to support children throughout the entire holiday period, it is essential that parents/carers commit to the full duration of the booking (e.g., 2 weeks or 6 weeks).
- Late Bookings: If bookings are made within 2 weeks of the start of the holiday club, they will be subject to availability, and the Nursery cannot guarantee a place.
- Cancellations: We require two weeks' notice if you wish to cancel your child's booking. Failure to provide this notice will result in the full booking fee being charged.
- Non-attendance: If your child is unable to attend due to illness, holiday, or any other reason, the full fee remains payable. We are unable to offer refunds for non-attendance.

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5. Payment Terms

- Payment: Payment for the full holiday period must be received at the time of booking to secure your child's place.
- Late Payment: If payment is not received by the due date, your booking may be cancelled, and your child's place may be offered to another child.
- Fees: Please refer to the attached tariff sheet for detailed pricing information. Fees are based on the number of days or weeks your child attends the Holiday Club.

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6. Ratio and Supervision

- Staff-to-Child Ratio: The Holiday Club operates with a 1:8 staff-to-child ratio for children aged 3 to 8 years old. This ensures a safe and supportive environment where your child can enjoy their time with us while being adequately supervised.
- Supervision: Your child will be supervised at all times by qualified and trained staff who are committed to providing a safe and stimulating environment.

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7. Parent’s Commitments and Responsibilities

As a parent/guardian, you commit to the following responsibilities:

- Updates: Advise the Nursery of any changes to your details, your child’s details, or any other relevant information.
- Allergies and Medical Conditions: Notify the Nursery of any allergies or medical conditions your child may have or develop.
- Medication: If your child requires medication, ensure it is provided to the Nursery in its original packaging, along with clear instructions for administration.
- Emergency Contacts: Ensure that you or another responsible adult can be reached by phone at all times during your child’s attendance at the Holiday Club.

- Safety: Keep your child's belongings clearly labelled and ensure they are dressed in suitable clothing for outdoor and indoor activities.

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8. Consent

By enrolling your child in the Holiday Club, you consent to:

- Emergency Treatment: In the event of an emergency, the Nursery may arrange for medical treatment, and you agree to attend the hospital if necessary.
- Development Records: You consent to the Nursery keeping your child's development records in accordance with data protection regulations.
- Spontaneous Outings: You consent to your child participating in short, spontaneous outings, such as trips to local parks, with prior written notice if applicable.
- Sun Safety: You provide consent for the Nursery to apply sunscreen to your child during sunny weather as part of our Sun Safety Policy.

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9. Data Protection and Privacy

- Personal Information: We collect and process personal information to ensure the safety, well-being, and development of your child. This information will be securely stored in line with the UK General Data Protection Regulation (UKGDPR).
- Right to Access: You have the right to access your child's personal data. Please refer to our Privacy Notice for more details on how we handle personal data.
- **Social Media**:
    - Photos and videos of children engaging in activities may be shared on platforms such as Facebook, Instagram, and TikTok.
    - No child's name will ever be associated with shared content.
    - Parents/guardians can indicate their preferences regarding their child's appearance on social media during the registration process.
    - Your child's privacy and well-being are our utmost priority, and your preferences will be respected.

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10. Safeguarding

City Road Community Childcare has a duty of care to all children. If we have concerns about the welfare of your child, we are required by law to report these concerns to the appropriate authorities. We take safeguarding seriously, and a copy of our Safeguarding Policy is available upon request.

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11. Changes to Terms and Conditions

City Road Community Childcare reserves the right to amend these terms and conditions at any time. Any changes will be communicated to parents in writing, and continued use of the Holiday Club after changes will constitute acceptance of the revised terms.

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12. Governing Law and Jurisdiction

These terms and conditions are governed by the laws of England and Wales. Any disputes arising will be subject to the exclusive jurisdiction of the courts in England and Wales.

13. Privacy Notice

For information on how we collect, use, store, and share your personal data (including data about your child and next of kin), please refer to our Privacy Notice. This document also outlines your rights and how to contact us or supervisory authorities in the event you have a complaint.

14. Third-Party Rights

A person who is not a party to this agreement has no rights to enforce any of its provisions under the **Contracts (Rights of Third Parties) Act 1999**.

15. No Solicitation of Staff

To protect the business interests of City Road Community Childcare:

- Parents/carers may not engage staff members for any competing childcare services or business relationships during the term of this agreement or for **4 months** following its termination.
- "Engage" includes any commercial activities related to the childcare services provided by City Road Community Childcare.
- "Staff" refers to any employee who has been with City Road Community Childcare for at least 3 months.

Professional Boundaries:

- Staff members are not permitted to form personal social media connections or exchange contact details with parents/caregivers during a child's registration period.
- Such connections may be considered after a minimum of **4 months** from the child's departure, if both parties are comfortable.

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16. Force Majeure and Change of Ownership

- **Force Majeure**:
  - City Road Community Childcare is not liable for delays or non-performance of obligations due to events beyond its reasonable control (e.g., natural disasters, pandemics, or other unforeseen circumstances).

- In such cases, City Road Community Childcare will:
    1. Notify you promptly of the Force Majeure event and its expected duration.
    2. Take reasonable steps to minimize the effects of the event.

- **Change of Ownership**:
    - City Road Community Childcare reserves the right to transfer ownership of the business to a third party and assign the benefits of this agreement in connection with such a transfer.

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17. Variation of Terms

- City Road Community Childcare reserves the right to amend these terms and any related policies at its discretion, with **4 weeks' notice** to parents/guardians.
- In rare circumstances where 4 weeks' notice is not possible, as much notice as is viable will be provided.

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18. No Waiver

- A failure by City Road Community Childcare to enforce any term or right within this agreement does not constitute a waiver of such terms or rights.

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19. Severance

- If any clause or part of this agreement is found to be illegal, invalid, or unenforceable, the remaining provisions will remain unaffected.
- If a clause can be made legal, valid, and enforceable through deletion or modification, it will apply with such changes.

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20. 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.

21. 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.

22. 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, Famly 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

23. 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;

24. 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.

25. 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).

26. 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.

27. 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.

28. 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.

29. Entire Agreement

- This agreement, along with any referenced policies, constitutes the entire agreement between City Road Community Childcare and you.
- You acknowledge that you have not entered into this agreement based on any representation not explicitly stated here and waive claims for misrepresentation outside of this document.

30. Signature and Acknowledgement

By signing below, you acknowledge that you have read, understood, and agreed to the terms and conditions of the Holiday Club, including the booking requirements, payment terms, and your responsibilities as a parent/guardian.

Parent/Guardian Name: _____

Child's Name: _____

Date of Birth: _____

Date of Registration: _____

Signature of Parent/Guardian: _____

Date: _____

For any questions or to discuss these terms further, please contact us at:

City Road Community Childcare
City Road, Sheffield, South Yorkshire, S2 1GJ
Tel: 01142 399868
Email: info@cityroadchildcare.co.uk