

# Terms and Conditions

## **Data Protection**

Under the Data Protection Act 1998 Purple Willows must operate systems which prohibit unauthorised access to, or disclosure of personal information. You also have the right to access to personal information held about you and your child. For an appointment to view your child records, please contact us. All information relating your child is securely and confidentially stored in line with our confidentiality policy.

## **PART A**

Purple Willows with company number 10892597 the principal address of which is 10 Bellegrove Road Welling DA16 3PR

## **PART B – TERMS AND CONDITIONS**

### **1. Definitions**

1.1 The definitions below apply in these terms and conditions.

“**Child**” the child or children who are named in Part A;

“**You**” the person, firm or company who purchases Services from us;

“**Services**” the services of a daycare nursery during the days or half days indicated in Part A (excluding bank and public holidays), together with any other services which we provide, or agree to provide, to you;

“**Us**” the nursery named in Part A.

1.2 A reference to **writing** or **written** includes faxes but not email.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

### **2. Formation of the contract**

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form [and a £ 75 booking fee], and we have confirmed to you [in writing] that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to you by us,

2.2.2 A policy issued to you by us,

2.2.3 A letter that is signed by both you and us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

### **3. Duration of the contract**

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one full calendar months' notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit and/or registration fee.

#### **4. Suspension of the Services**

The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

#### **5. Our Obligations**

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the Child without being charged fees in lieu of notice.

#### **6. Your obligations**

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the Child;

6.1.2.1.5 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.

6.2.1 As regards arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.

6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

6.4 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

#### **7. Charges and payment**

7.1 You shall pay the charges as set out in Part A of the contract agreement.

7.2 Charges are due even if the Child is absent.

7.3 We will charge for bank holidays and/or staff training days.

- 7.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 7.5 The quoted and any signed charges are per Child, per core day and include lunch and tea.
- 7.6 Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for at least 24 hours in advance.
- 7.7 The charges must be paid monthly in advance, by the first day of the **day** of the month.
- 7.8 All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by cash, cheque or major credit/debit card, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee (currently £ 25.00).
- 7.9 We may increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of increase.
- 7.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
  - 7.10.1 Make an interest charge of up to 1.5% per cent per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
  - 7.10.2 Charge you a reasonable administration fee (currently £ 25.00 ) and
  - 7.10.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
- 7.11 If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

## **8. Reducing sessions**

You are required to give us one month's written notice of a reduction in the number of sessions you require.

## **9. Free nursery education**

- 9.1 If you wish to take up your Funded Childcare hours, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the free sessions.
- 9.2 The Funded Childcare hours are applied over 51 weeks of the year, which is equivalent to 570 hours (Universal Funded Childcare) and 1,140 hours (Extended Funded Childcare) a year. If your child turns 3 after the 1<sup>st</sup> September, the calculation for the Funded Childcare is slightly different due to different term lengths and therefore, allocations are adjusted accordingly.
- 9.3 Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for Extras and Food Supplement provided during any free session. If you refuse or are unable to pay the Extras and Food Supplement charge, then you will need to speak with the Nursery Manager to discuss alternative options.
- 9.4 To ensure that Purple Willows Day Nursery meet the legal requirements of ratios, wages, development activities and remain financially viable to operate, we can only offer a limited number of Funded Childcare places in which parents will not be charged for Extras. At the Nursery manager's discretion, the decision on the number of spaces will be on a case by case basis.

## **10. Welfare of the Child**

- 10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 10.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.

- 10.3 Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.
- 10.4 Nappies are provided by the nursery.
- 10.5 We provide all formula milk for bottle feeding babies.
- 10.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 10.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- 10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

## **11. Health and medical matters**

- 11.1 If the Child becomes ill during the nursery session the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
- 11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.
- 11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 11.4 If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.
- 11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.
- 11.6 Please also see clause 6.1.2 on matters we need to be informed about.

## **12. Food/dietary requirements**

- 12.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.
- 12.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

## **13. Reporting of neglect or abuse**

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

## **14. Limitation of liability**

- 14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).

- 14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 14.4 We shall not be liable for:
- 14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
  - 14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 14.5 Subject always to clause 14.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

## **15. Data protection**

- 15.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 15.2 We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please select "No" from the list box on the registration form when asked to choose your answer.

## **16. Security**

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

## **17. Complaints and concerns**

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

## **18. Termination for breach of contract, or bankruptcy/insolvency**

- 18.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:
- 18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or
  - 18.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 18.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.
- 18.2 On termination of the contract for any reason:
- 18.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

18.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

## **19. Events that are beyond our control**

- 19.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.
- 19.2 If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc. [Also, we close if the owner of the premises closes the premises and denies us access.]

## **20. Invalid clauses**

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

## **21. Changes to these terms and conditions**

- 21.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
- 21.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

## **22. No other terms**

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

## **23. Assignment**

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

## **24. Rights of third parties**

A person who is not a party to the contract shall not have any rights under or connection with it.

## **25. Governing law and jurisdiction**

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

## **PART C – PURPLE WILLOWS WEBSITE PRIVACY POLICY**

### **Introduction**

This page explains what personal information we gather when you visit the Purple Willows ([www.purplewillows.co.uk](http://www.purplewillows.co.uk)) and details how that information is used. As from 25th May 2018 the new (GDPR) General Data Protection Regulations come into effect. Purple Willows is registered with ICO (Information Commissioner's Office) and have always respected and valued the security and privacy of those of its contacts. We have since the introduction of the Data Protection Act 1998 followed the strict procedures and will continue to do so under the new GDPR regulations. We take your data seriously and it will be held in our secure online database. This will be held for an indefinite period unless you specify otherwise. All data is held for administrative purposes and we ensure that it complies with your individual rights. Purple Willows will not share your personal details with any other third parties.

Purple Willows may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes

### **Who will process my personal information?**

The information published here applies to the use of your personal information (also known as 'personal data') by the nursery (Purple Willows) through the viewing or use of its main website ([www.purplewillows.co.uk](http://www.purplewillows.co.uk)).

### **Type of information we collect**

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); comments, feedback, service reviews, recommendations, and personal profile.

### **How we collect information**

When you complete our online form, as part of the admission and recruitment process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

### **Why we collect such personal information**

We collect such Non-personal and Personal Information for the following purposes:

1. Internal record keeping.
2. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
3. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
4. To comply with any applicable laws and regulations.
5. We may periodically send promotional emails about our services and other information which we think you may find interesting using the email address which you have provided.
6. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

### **How we store, use, share and disclose personal information**

Purple Willows website is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to trade our services to you. Your data may be stored through Wix.com's data storage, databases, and the general Wix.com applications. They store your data on secure servers behind a firewall.

### **How we communicate with you**

We may contact you to notify you regarding the progress of your enquiries, application for enrolment or employment, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our nursery, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes, we may contact you via email, telephone, text messages, and postal mail.

### **How we use cookies and other tracking tools**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies

allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes, and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **How you can withdraw your consent**

If you don't want us to process your data anymore, please contact us at [info@purplewillows.co.uk](mailto:info@purplewillows.co.uk).

### **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### **Questions and your contact information**

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at [info@purplewillows.co.uk](mailto:info@purplewillows.co.uk).

### **Privacy policy updates**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

By using any page on our website, or our services, you are agreeing to us collecting your personal information. This privacy statement only applies to this website – not to websites we provide links to.