



## Terms and Conditions / Childcare Contract and Privacy Notice

### 1. General

#### **Address**

Newbyres Nursery  
5&20 Hunterfield Road  
Gorebridge EH23 4TP

Care Inspectorate Registration Number: CS2015339700

#### **Age of Admittance**

3 months to 5 years of age.

#### **Hours of Opening**

The nursery is open Monday to Friday from 7.30am to 6.00pm.

#### **Weeks Open**

The nursery is open 51 weeks a year and closes for a week over Christmas, which is not chargeable.

#### **Changes**

We reserve the right to make amendments to the terms and conditions of your childcare contract without notice. The current terms and conditions are published online and are also available in the office.

#### **Change of Details**

You must immediately inform us of any changes to your contact details or bank details.

#### **Off Premises Visits**

Staff will occasionally take the children for walks or visits off premises during the course of their sessions in accordance with statutory staffing requirements and parental consent being obtained.

#### **Mobile Phone**

To ensure the safety and wellbeing of all children who attend our nursery, we enforce a no personal mobile phone usage within our settings. Should you be on your personal mobile phone as you arrive at the nursery can we please ask that you conclude your phone call before entering the premises and do not use this again until you have left the nursery.

#### **Equal Opportunities**

We are an equal opportunities organisation, which makes decisions without regard to race, colour, sex, religion, national origin, age, disability, marital status or sex change status or any other factor protected by law.

### **Nursery Closure**

The nursery is closed for one week of the year between Christmas and New Year (hence nursery fees are calculated over 51 weeks). Funded only places can be term time only.

If the nursery has to close or we take the decision to close due to events or circumstances which are outside our control (e.g. extreme weather; power failure), we shall be under no obligation to provide alternative childcare facilities to you. In the event of a public health risk such as an infectious disease or virus outbreak, we may be required to comply with the directions from Public Health Scotland or an authorised officer, which may include closing the nursery or a playroom temporarily. In these circumstances, fees will still be payable and no refund of fees will be given, as we commit to paying our staff in these situations.

### **Settling In**

We allow all children time for settling in, so that the child can form relationships with the staff and become familiar within the nursery surroundings. Two one-hour settling in visits are included with the registration fee, with further sessions being arranged if necessary.

### **Complaints or Concerns**

Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the Manager and Director for investigation. If you have any concerns regarding the services we provide, please discuss these with your child's keyworker. If these concerns have not been resolved to your satisfaction please contact the Nursery Manager. See our Complaints Policy for further details.

### **Court order**

You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

### **Sun Cream/Rain Suits**

We provide Factor 50 sun cream suitable for sensitive skin. If this is not suitable for your child then we ask you to provide an alternative brand. Parents are asked to provide wellingtons for their child, and for a one-off charge of £10 the nursery will provide a waterproof suit for each child.

## 2. Medical

### **Emergency Treatment**

Any child who attends the nursery and has an accident whilst in our care will be given basic first aid treatment by staff, who are all qualified First Aiders. This will include the treatment of minor cuts, bumps or bruises.

Any emergency treatment or medical advice will be permitted unless a parent/carer states in writing otherwise. The nursery does not accept any responsibility for treatment given against parents' wishes if we have not been informed otherwise.

### **Accident Recording**

All parents/carers will be informed of any accidents and required to sign an accident form via our nursery management system, Family. In the case of a more serious accident or incident a child may be taken immediately to a doctor or the nearest hospital and parents will be informed immediately.

## Sickness

The Nursery will make every effort to notify parents should their child become ill at the nursery. Senior staff reserve the right to remove the child to hospital in an emergency. Please note minimum exclusion periods apply and must be adhered to; our policy and guidelines are available from the Nursery Manager.

### Minimum Exclusion Period for Nursery

Disease / Illness	Minimum Exclusion Period
When on Antibiotics	First 24 hrs at home
Chickenpox	Until lesions have scabbed over
Conjunctivitis	None provided drops have been obtained from GP/Pharmacist
Diarrhoea	48 hrs at home after final bout
Gastroenteritis	Until authorised by GP
Hand, foot and mouth	No exclusion but preferably until lesions have scabbed over to avoid spread
Impetigo	Until healed or 48 hours after commencing antibiotics
Infective hepatitis	7 days from onset of Jaundice
Lice:	Until appropriate treatment has been given
Measles:	6 days from appearance of rash
Meningitis C:	Until recovered from illness
Mumps:	5 days from the onset of swollen glands
Plantar warts:	No exclusion - should be treated and covered
Poliomyelitis:	Until authorised by GP
Rubella:	4 days from the appearance of the rash
Ringworm of Scalp and Body:	No exclusion if covered, if not coverable 48 hours after start of treatment
Scabies:	No exclusion – should be treated
Scarlet fever:	48 hours after commencing antibiotics
Tuberculosis:	Until authorised by GP
Typhoid fever:	Until authorised by GP
Vomiting:	48 hours at home after final bout
Whooping Cough:	21 days from the onset of paroxysmal cough or 5 days from commencing antibiotic treatment

### Contagious Disease

For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery.

The Nursery reserves the right to refuse to accept children until the Nursery is satisfied they are not infectious. This is to protect other children from cross infection. The Nursery's exclusion policy is guided by Local Authority guidelines.

#### **If in doubt**

If your child is suffering from a doubtful rash, sore throat, discharge from the eyes, nose, diarrhoea or any similar symptoms; please keep the child at home until the doctor has certified that the symptoms have disappeared.

You must inform us immediately if your child is diagnosed with any allergy or intolerance.

#### **Antibiotics**

If your child is prescribed antibiotics, please keep them at home until 24 hours dosage has been administered in case of adverse reaction to the medication. Antibiotics and medicines will only be administered by Nursery staff after the child has been taking them for more than 24 hours at home, and only then with written authorisation from their parent (on Family). All antibiotics must be prescribed by a doctor. As with any medication, the first dose in the morning must be given at home, and a medication form must be completed and signed by the parent (on Family).

### 3. Child Security and Protection

#### **Child Protection**

Any child who attends the Nursery, irrespective of their racial origin, gender, physical or mental impairment, class, religion or cultural background has a right to protection from neglect, physical, sexual or any other abuse and it is our priority to keep children safe from harm whilst in our care.

It is our obligation to require or seek professional advice or actions from the local social services team if we suspect a child is suffering from harm. We have 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. The Nursery has a full written policy on Child Protection and Safeguarding which is available from the Nursery Manager.

#### **Delivery of children**

Children should be delivered by parents/carers into the care of a nursery staff member and entered into the attendance register. **It is very important that parents do not let anyone else into the building when they are entering or leaving.**

#### **Collection of Children**

Children will not be released into the care of anyone other than those named on the childcare registration system (Family) unless authorised by the parents personally, by telephone or in writing. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

In addition, a personal visit of introduction by the parents, of anyone who will be collecting the child on occasions is encouraged so we are able to confirm their identity, and the child's collection password should be shared with everyone who may collect the child.

You are required to inform us immediately if you are unable to collect your child from nursery by the official collection time. All collections must be by persons over 16 years of age.

#### **Promoting Positive Behaviour**

The Nursery has a written policy on promoting positive behaviour which is available from the Nursery Manager. The use of any form of physical chastisement, verbal humiliation, or aggressive handling of a child is not acceptable at the Nursery.

## 4. Property and Premises

### **Personal Property**

The Nursery does not accept responsibility for loss or damage of personal property brought on to the premises by children or parents.

### **Clothing**

Parents are requested to send children in easily washable, clearly labelled clothing which is appropriate to the weather conditions. Please discourage your child from bringing items of value to the Nursery. Please provide a spare set of clothing for your child in case of an accident or the need for change of clothing.

### **Car Park**

Drivers are asked to drive at a very slow speed and be cautious before setting off. Any vehicle parked in the car park is parked at your own risk. As the car park is small, it should only be used for drop off and pick up purposes and not for parents or staff to park their cars all day.

## 5. Food and Drink

### **Water**

Fresh drinking water is available to all children throughout the day to help themselves to when thirsty, which promotes independence and self-help skills. For the younger children water will be available and offered throughout the day alongside designated snack and meal times in either beakers or cups depending upon the age and stage of development of the children. All children will be encouraged by the staff to drink water throughout the day as part of our commitment to offering healthy food and drink options. Cow's milk is also provided for nursery children.

### **Meals & Snacks**

Nursery children will be provided with breakfast, lunch and substantial afternoon snack each day. Menus are displayed on the parents' notice board. All special dietary requirements will be catered for.

For Health and Safety reasons we do not accept children bringing in their own packed lunch or snacks.

### **Nut Allergies**

As the number of children with nut allergies is increasing with parental support we aim to keep the nursery NUT FREE. Parents are requested not to send food or empty food packaging materials into the nursery.

### **Milk Feeds**

Formula bottles should be supplied empty, sterilised and labelled by parents and brought to the Nursery each day along with a divider container with the correct amount of formula powder. All bottles are made up fresh in accordance with government guidelines. Bottles will be rinsed and sent home every evening for sterilisation.

## 6. Childcare Registration

### **Confirmation of Your Childcare Place**

We will confirm your childcare place within 7 working days as this is subject to childcare place availability.

### **Registration Fee and Deposit**

A refundable deposit of £50 for retention of a place, and a non-refundable registration fee of £40 is due before your child starts at Newbyres Nursery. The deposit will be returned providing one month's notice is given for withdrawing your child from the nursery. The deposit is non-refundable if you decide not to take up the place offered.

### **Reserving a Childcare Place**

We are able to reserve a childcare place and booking pattern no more than 6 months in advance of your child's start date.

Should you wish to extend this 6 month period then you may be required to pay your childcare fees in full from the 7th month onwards to keep your childcare place open.

### **Schedule of Fees**

The schedule of fees is available from the Nursery Manager and is also available to view on our website.

## 7. Booking Pattern

### **Full Days**

Full days are calculated from 7.30am to 6:00pm

### **Sessions**

AM/PM Sessions are calculated from 7.30am to 1:00pm or 1:00pm to 6:00pm.

### **Change of Booking Pattern**

To increase your booking pattern we require 24 hours' notice subject to availability. To decrease your booking pattern you must provide us with thirty (30) days' notice in writing or by email to the Nursery Manager. Should insufficient notice be given then you will be invoiced for the full childcare fees for thirty (30) days' notice from the date of any change as if the hours had not decreased.

## 8. Discounts and Absences

### **Full-Time Discount**

Full-time attendance attracts a 5% discount.

### **Absence**

Fees remain payable for periods of absence (Holidays and Sickness) as the child's place is kept open and staff and associated costs continue to accumulate and be met by the nursery.

## 9. Grant Funding

Government grant funding is available for all children from the term after their 3<sup>rd</sup> birthday, and for some children for the term after their 2<sup>nd</sup> birthday. Your child will be entitled to 30 hours of free childcare, per week, for 38 weeks (term time only); or 22 hours 21 minutes per week throughout the year. Please contact the Nursery Manager to discuss how this funding reduces your fees.

## 10. Childcare Vouchers

We accept all types of childcare vouchers. If you are paying by childcare vouchers they should reach us by the 15th of the month. If they are paid later they are credited to your account for the following month's fees. The voucher company pays the nursery directly. Tax free childcare from the Government is also available – please ask for further details.

## 11. Additional Days/sessions

### **Additional Hours (Sessions)**

Should you require additional nursery childcare in the afternoon from 1pm to 2pm and 2pm to 3pm, then an additional charge of £7 per hour will be applied to your monthly invoice. Please note that collection after 3pm will be invoiced as a full day until 6pm. Places are limited and subject to availability and should be booked at least a week in advance.

### **Late Collection**

We appreciate you arriving on time to collect your child. If there are incidents which result in late collection of your child, the nursery must be contacted. Continued late arrival will result in a charge of £5.00 for every 10 minutes.

## 12. Payment of Your Childcare/Education Fees

### **Your First Invoice**

We will create your first invoice from your child's first day of attendance until the end of the month. This invoice must be paid in advance before or on your child's first day of attendance.

### **Payment of Fees (Monthly in advance)**

Nursery fees are due monthly in advance by standing order in accordance with your booking pattern by the 3rd day of each month.

### **Additional Service Fees**

Additional sessions should be booked in advance if possible and depend on availability. **Extra sessions should be paid for by online banking at the time of booking once you have received confirmation.**

### **Your Final Invoice**

We will create your final invoice from the date of your termination email. You will be required to pay the full fees for the thirty (30) days' notice. It is your responsibility to obtain a receipt from the nursery manager as your proof of termination. Your child may attend during this time unless you have breached the childcare contract terms and conditions.

## 13. Cancellation of Your Childcare Place

### **Termination of Contract**

If you no longer wish to maintain your child's place at the Nursery you will be required to give thirty (30) days' notice in writing or by email to the nursery manager.

We reserve the right to exclude a child from Nursery for any breach of the childcare contract. We may terminate your childcare contract if your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of other children at the nursery.

**Non Payment of Fees**

Accounts overdue by the 15<sup>th</sup> of the month will have a £25 surcharge added; by the 25<sup>th</sup> of the month £50 surcharge added. Failure to pay said fees may result in withdrawal of childcare provision. Upon termination of this contract the child shall not be permitted entry to the nursery. This shall be regarded as a formal demand for all outstanding monies and we will issue a final invoice and pass this to a debt collection agency for full recovery. In addition you will be liable for all associated debt collection fees and court costs.

**Data Protection**

In accordance with the Children & Young People (Scotland) Act 2014 Newbyres Nursery are required to ensure that we "Get It Right For Every Child" (GIRFEC) and will share information and work with other agencies to obtain any support that may be required by a child and their family. Any information held and processed by Newbyres Nursery for the purpose of care and/or education of your child shall be processed only in accordance with the Data Protection Act 1998.

**By electronically signing the online Registration Form via accepting the Terms and Conditions on Family, you accept and agree to the above terms and conditions in your contract of registration including all of the terms and conditions, and guidelines in the Parent Handbook and the policies and procedures on our website.**



DATED

19/06/21

# GDPR PRIVACY NOTICE

FOR EMPLOYEES,

CHILDREN ATTENDING HOPEFIELD CASTLE NURSERY

AND THEIR PARENTS/CARERS

Compiled by

Stephensons Solicitors LLP, 1<sup>st</sup> Floor Sefton House,  
Northgate Close, Bolton, BL6 6PQ

**WHAT IS THE PURPOSE OF THIS DOCUMENT?**

For NDNA



National Day Nurseries Association

Newbyres Nursery Ltd is a company incorporated and registered in Scotland (company number SC503909 with its registered office address at 5 Hunterfield Rd, Gorebridge EH23 4TP ("the Nursery" or "we") is committed to protecting the privacy and security of your personal information.

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

Newbyres Nursery Ltd is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about You. We are required under data protection legislation to notify You of the information contained in this privacy notice.

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

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

## **DATA PROTECTION PRINCIPLES**

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

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

## **THE KIND OF INFORMATION WE HOLD ABOUT YOU**

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

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

### **Employees:**

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

- Personal contact details such as name, title, addresses, telephone numbers, and

personal email addresses.

- Date of birth.
- Gender.
- Marital status and dependants.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Start date and, if different, the date of an Employee's continuous employment.
- Location of employment or workplace.
- Copy of driving licence (where applicable).
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, holidays, training records and professional memberships).
- Personnel files and training records including performance information, disciplinary and grievance information, and working time records.
- Information about your use of our information and communications systems.
- Records of any reportable death, injury, disease or dangerous occurrence.

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

- Information about an Employee's race or ethnicity.
- Information about an Employee's health, including any medical condition, accident, health and sickness records, including:
  - where an Employee leaves employment and under any share plan operated by a group company the reason for leaving is determined to be ill-health, injury or disability, the records relating to that decision;
  - details of any absences (other than holidays) from work including time on statutory parental leave and sick leave; and
  - where an Employee leaves employment and the reason for leaving is related to their health, information about that condition needed for pensions and permanent health insurance purposes.

### **Children:**

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

- Name
- Date of birth
- Home address
- Dietary requirements

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

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

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

#### **Parents:**

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

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

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

- Information about a Parent's race or ethnicity, spoken language and nationality.
- Conversations with Parents where Employees of the Nursery deem it relevant to the prevention of radicalisation or other aspects of the governments Prevent strategy.

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

#### **Employees:**

We collect personal information about Employees through the application and recruitment

process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of job-related activities throughout the period of when an Employee works for us.

### **Children and Parents:**

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

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

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

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

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

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

### **Situations in which we will use Employee personal information**

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

- Making a decision about an Employee's recruitment or appointment.
- Checking an Employee is legally entitled to work in the UK. Paying an Employee and, if an Employee is an Employee or deemed Employee for tax purposes, deducting tax and National Insurance contributions (NICs).
- Providing any Employee benefits to Employees.
- Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties.
- Liaising with the trustees or managers of a pension arrangement operated by a group company, your pension provider and any other provider of employee benefits.
- Administering the contract we have entered into with an Employee.
- Conducting performance and/or salary reviews, managing performance and determining performance requirements.
- Assessing qualifications for a particular job or task, including decisions about promotions.

- Gathering evidence for possible grievance or disciplinary hearings.
- Making decisions about an Employee's continued employment, engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving Employees, including accidents at work.
- Ascertaining an Employee's fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- Equal opportunities monitoring.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of an Employee's personal information.

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

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

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

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

We need all the categories of information in the list above (see Parents section within the

Paragraph entitled 'The Kind of Information we Hold About You') primarily to allow us to perform our contracts with Parents and to enable us to comply with legal obligations. The situations in which we will process personal information of Parents are listed below.

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

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

If Employees and Parents fail to provide certain information when requested, we may not be able to perform the respective contracts we have entered into with Employees and Parents, or we may be prevented from complying with our respective legal obligations to Employees, Children and Parents.

### **Change of purpose**

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

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

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

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

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

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

### **The Nursery's obligations as an employer**

We will use particularly sensitive personal information of Employees in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about the physical or mental health of an Employee, or their disability status, to ensure Employee health and safety in the workplace and to assess the fitness of Employees to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance.
- We will use information about an Employee's race or national or ethnic origin, religious, philosophical or moral beliefs, or an Employee's sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

### **Do we need Employee consent?**

We do not need the consent of Employees if we use special categories of personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach Employees for their written consent to allow us to process certain particularly sensitive data. If we do so, we will provide Employees with full details of the information that we would like and the reason we need it, so that Employees can carefully consider whether they wish to consent. Employees should be aware that it is not a condition of their contract with the nursery that they agree to any request for consent from us.

### **INFORMATION ABOUT CRIMINAL CONVICTIONS**

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect the interests of You (or someone else's interests) and You are not capable of giving your consent, or where an Employee or a Parent, as is relevant to the circumstances, has already made the information public.

We envisage that we will hold information about criminal convictions.

We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so, which includes but is not limited to PVG (Protection of Vulnerable Groups) checks. Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you in the course of you working for us. We will use information about criminal convictions and offences in the following ways:

- To conduct a PVG check on each Employee, to record the date of the PVG check, the number of the PVG check and the name of the body conducting the PVG check.

We are allowed to use your personal information in this way to carry out our obligations. We have in place an appropriate policy and safeguards which we are required by law to maintain when processing such data.

### **AUTOMATED DECISION-MAKING**

Automated decision-making takes place when an electronic system uses personal information to



make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified Employees or Parents of the decision and given the Employee or the Parent as is appropriate 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with an Employee or a Parent and appropriate measures are in place to safeguard the Employee's, the Child's or the Parent's rights as is appropriate.
3. In limited circumstances, with explicit written consent from the Employee or the Parent, as is appropriate, and where appropriate measures are in place to safeguard Employee or Parent rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either explicit written consent from an Employee or a Parent as is appropriate, or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard an Employee or a Parents rights as is relevant in the circumstances.

You will not be subject to decisions that will have a significant impact on You based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified the Employee or the Parent as is appropriate in the circumstances.

## **DATA SHARING**

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

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

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

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

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

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

- Local Authorities – for funding and monitoring reasons (e.g. equal opportunities and uptake of funded hours)
- Regulatory bodies – for ensuring compliance and the safety and welfare of the children
- Schools – to provide a successful transition by ensuring information about the child's progress and current level of development and interests are shared

We will share personal data regarding your participation in any pension arrangement operated by a group company with the trustees or scheme managers of the arrangement in connection with the administration of the arrangements.

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

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

## **What about other third parties?**

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

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

## **DATA RETENTION**

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

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

In some circumstances we may anonymise Your personal information so that it can no longer be associated with You, in which case we may use such information without further notice to You. Once you are no longer an Employee, or a Child benefiting from the Nursery's services or a Parent, as is appropriate, we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

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

### **Your duty to inform us of changes**

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

### **Your rights in connection with personal information**

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

- **Request access** to Your personal information (commonly known as a "data subject

access request"). This enables You to receive a copy of the personal information we hold about You and to check that we are lawfully processing it.

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

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

### **No fee usually required**

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

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

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

## **RIGHT TO WITHDRAW CONSENT**

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

## **CHANGES TO THIS PRIVACY NOTICE**

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

**If you have any questions about this privacy notice, please contact the Nursery Manager at Newbyres Nursery on 01875 898 060.**

By electronically signing the online registration form on Family by accepting the permission, you acknowledge that you have received and understood this GDPR Privacy Notice.