

# PARENT AGREEMENT

## Reserving Your Child's Nursery Place

To request a place for your child at the nursery you must complete a registration form and return it to the nursery.

The nursery will contact you to confirm whether a place is available for your child. Once the nursery confirms availability, you will need to pay the non-refundable registration fee to reserve your child's place. You will also need to make payment arrangements for the first month's fees before your child starts.

## Additional Care and Change of Sessions

Subject to availability and the nursery's minimum session requirement (three sessions), you may increase or decrease your child's booked sessions. To reduce the number of booked sessions you must give us at least one calendar month's advance written notice. Any reduction in sessions will only commence from the 1st of the month. We are unable to accommodate swapping your child's booked sessions from one day to another. If available, you may book additional care outside of your child's normal booking pattern (Additional Care). You agree to pay any fees for Additional Care as per the nursery fee sheet. You may pay for Additional Care by credit or debit card, failure to attend any additional Care sessions will still be fully charged.

## Notice of Termination

Each party must provide a minimum of one calendar month's written notice to terminate your child's place. The nursery reserves the right to terminate your child's place with immediate effect and without notice if you breach this Parent Agreement, have outstanding nursery fees owed, or if we, at our sole discretion, consider termination of your child's place to be in the best interests of the nursery and/or the welfare of your child, other children at the nursery, or staff.

## Your Child's Health and Care Requirements

Prior to your child starting, you agree to provide to the nursery in writing all relevant health and care requirements (including any allergies/intolerances or medical conditions) relating to your child. It is your responsibility to notify the nursery of any change or additions to this information on an on-going basis.

You also agree to provide the nursery with up-to-date contact details for you and any authorised persons. In addition, you need to provide to the nursery a copy of any Court Order or signed custodial agreement relating to any care arrangements for your child.

## Contracting with Nursery Staff

You agree to pay a fee if a nursery staff member leaves our employment or reduces their hours of work in order to work for you (the Recruitment Fee). The Recruitment Fee will be 20 percent of the annual gross market rate salary of an individual with equivalent qualifications and role as the former nursery staff member. If you choose to have a nursery staff member care for your child during their non-working hours you must notify the nursery in writing beforehand. We do not sanction any arrangements made between you and nursery staff which are solely between you and the nursery staff member. You agree to hold the nursery and Gymfinity Kids harmless for any liability, loss or damages you incur as a result of any such arrangements.

## Illness, Medication, Sunscreen and Activities

Children cannot attend nursery if they are suffering from sickness, diarrhoea, an infectious illness, or have any non-specific rashes until they are symptom free or cleared to return to nursery by a doctor. In the event of your child being injured or becoming ill while at nursery we may administer first aid, arrange for your child to obtain medical assistance, or require an early collection. If we are unable to reach you then we will call an authorised contact as the nursery deems appropriate.

You will need to complete the required documentation prior to the nursery administering any medically prescribed medication to your child. The nursery may give your child certain types of non-medically prescribed medication, such as to reduce your child's temperature, respond to an allergic reaction, or as the nursery deems appropriate. Your child's attendance at nursery whilst on medication will be at our sole discretion.

The nursery may apply sunscreen to your child before going outside. If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children. You may request in writing for the nursery not to apply sunscreen however your child may not go outside in sunny weather without some form of sun protection such as long sleeve clothing, sun hat etc. If prior notice is not provided in writing, we will presume you consent to sunscreen being applied.

It is common practice for staff members to take children on walks or other activities in the local area. You may request in writing that your child does not participate in these activities.

## Opening Hours and Collection

The nursery is open throughout the week and may be closed on other designated days. To find out the nursery's opening hours and closed days, check the nursery's notice board or ask the nursery for the schedule.

Only you or authorised contacts who are over eighteen years old can collect your child from nursery. If your child remains in nursery after the specified closing time and the nursery has not been able to reach you or an authorised contact to agree your child's collection, we will call Social Services and/or other government bodies as the nursery deems appropriate. If you are late collecting your child, we may charge you a late pick-up fee as further described in the fees sheet.

## General

The nursery is not responsible for any items left by you at the nursery including but without limitation: push chairs, prams, car seats, and clothing.

The nursery may unilaterally change any provision of this Parent Agreement without notice to you where such change arises from regulatory or legislative requirements. For any other changes to this Parent Agreement, including but not limited to, a change of booked sessions or assignment of this Parent Agreement, the nursery will provide you with one month's advance notice.

This Parent Agreement, together with the Fee Sheet and Registration Form, are amended from time to time to represent the entire agreement between you and Nurseries by Gymfinity Kids.

### **Amendments to your fees**

From time to time, we may increase the price of the monthly fees. We will give you at least 30-days' notice of any upcoming price increase and will make it very clear when the price increase will take effect and how much your monthly amount will cost after the increase. During this period, you will have the right to end your contract in line with this agreement. If you do not end your contract by the date given to you in the notice, then your monthly fees will be increased in line with our notice. Price increases are communicated via email to the email address used in the signup process. We reserve the right to increase our advertised prices at any time.

### **Funding**

We offer limited, fully funded childcare spaces in some of our nurseries. We also offer part funded spaces, you can find more details on funding at our website, [nurseriesbygymfinitykids.com](http://nurseriesbygymfinitykids.com)

Funded sessions must be applied for by the government website. We reserve the right to refuse funded sessions and have limited availability in the settings that do offer fully funded.

This Parent Agreement will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.

### **Privacy Policy & Cookies**

At Nurseries by Gymfinity Kids we are committed to protecting your privacy. This statement is made in the light of the requirements of the Data Protection Act 2018 in order to advise you of Nurseries by Gymfinity Kids data processing practices which will govern the processing of your data. We also use iconnect to communicate to our parents. Please see our website for further information or if you wish to receive further details regarding iconnect please speak to your nursery manager directly.

If you have any queries about this statement, please contact us at [info@gymfinitykids.com](mailto:info@gymfinitykids.com)

### **Your GDPR rights and how to exercise your rights at Gymfinity Kids.**

1. The right to be informed about the processing of your data.

- Gymfinity Kids actively inform colleagues and parents about the data we process.
- Our policies and procedures for processing data, are transparent, accessible, and intelligible.
- We issue privacy notices where appropriate, including on our website.

2. The right to access data that Gymfinity Kids hold about you or your child.

- You can request to be informed about or see the data we hold about you or your child
- You can request to verify the lawful basis for our processing of your data.

3. The right to rectify data that is incorrect or incomplete.

- Most rectification requests can be resolved informally, by speaking with the person in charge of the information, such as a Nursery Manager, Deputy Manager or the management team.

- Occasionally, a parent or colleague may wish to make a formal rectification request.
- Gymfinity Kids will consider whether the data is inaccurate and other factors, such as whether an inaccurate account (such as a false allegation) was rectified but the inaccurate account was lawfully retained.
- If Gymfinity Kids have shared inaccurate information with third parties, we will where possible (and not disproportionate), inform them of any rectifications made.

4. The right to erase your data - sometimes known as 'the right to be forgotten'.

- Gymfinity Kids will consider the relevance of the data you wish to erase and whether it is necessary for us to retain or erase the information due to an overriding obligation or legitimate interest.
- If Gymfinity Kids have shared the erased information with third parties, we will where possible (and not disproportionate), inform them of the erasure.

5. The right to restrict processing, by insisting that data held about you is not used.

- Requests for data restriction are an alternative to erasure and may be temporary, such as while the lawfulness or accuracy of data processing is being verified or in order to support a legal claim.
- Procedures for restricting processing are variable, for example:
  - Removing the data from our website but retaining within a password protected file.
  - Making an exception to auto-deletion of an ex-colleague's file.
  - Creating a secure file for information that may be processed if and when the restriction is lifted.
- You will be informed before a restriction is lifted, with reasons that the restriction no longer applies.
- If Gymfinity Kids have shared the restricted information with third parties, we will where possible (and not disproportionate), inform them of the restriction.

6. The right to data portability allows you to reuse your data to access different services.

- This right applies only to personal data that you provide to Gymfinity Kids and is processed by automated means, such as website search / usage history.
- If the right applies, you can request a copy of the data and / or to have the data transmitted by Gymfinity Kids, to another controller.

7. The right to object to the processing of your data.

- This right applies only when our lawful basis for processing the data is a legitimate interest of Gymfinity Kids; used for direct marketing or used for research / statistics.
- You have an absolute right to object to direct marketing. If you object to receiving promotional offers, Gymfinity Kids will no longer send you this information, even if you previously asked to be included.
- In other cases, the regulations require a balanced approach, weighing your particular situation and reasons for objecting, against any compelling reasons for processing the data.

### **Request Procedure**

Many issues can be resolved at site level, as they arise. Examples include amending contact details or withdrawing consent to display photographs.

Formal requests should be made to Central Support at [info@gymfinitykids.com](mailto:info@gymfinitykids.com)

### **CCTV**

We have CCTV cameras in all settings to protect and safeguard your child. These camera areas include reception/entrance areas and within the Gymfinity Kids site but not within the nursery toilet/changing facilities.