



**Tiptoes Waterside**  
4 Waterside Park  
Livingstone Road,  
Hessle  
HU13 0EG  
Tel: 01482 330522

**Tiptoes Bricknell**  
249 Bricknell Ave  
Hull  
HU5 4NS  
Tel: 01482 440045

**Tiptoes Bridgehead**  
Woodlands Park  
Bridgehead Bus Pk.  
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**Tiptoes Willerby**  
49 Gorton Road  
Willerby  
HU10 6LU  
Tel: 01482 650274

**Tiptoes Morrill**  
32 Morrill St  
Holderness Rd  
Hull  
HU9 2LJ  
Tel: 01482 450840

**Tiptoes Goole**  
The Acres  
Rawcliffe Road  
Goole  
DN14 8JN  
Tel: 01405 767630

## Tiptoes Terms and Conditions – June 2020

These terms and conditions govern the basis on which Tiptoes Day Nursery agree to provide childcare services to you.

### 1. TIPTOES WILL:

- 1.1. Inform you as soon as possible whether your application for a nursery place has been successful. You must confirm within one week of receiving notification that you still wish to take up the nursery place. If you do not, the place may be withdrawn.
- 1.2. Provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's nursery is closed). If we change the opening hours of your child's nursery, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the nursery.
- 1.3. Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery.
- 1.4. Provide you with regular verbal updates as to your child's progress on request.
- 1.5. Notify you as soon as possible of any days on which your child's nursery will be closed.
- 1.6. Try to make available to any of your other children a place at the nursery. However, we cannot guarantee that a place will be available.

### 2. YOU WILL

- 2.1. Complete and return to us our application form, including the medical and health details before your child can start at our nursery and immediately inform us of any change to the any of the information provided in the application form.
- 2.2. Complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines).
- 2.3. Clearly label all your child's clothing and belongings.
- 2.4. Immediately inform us if your child is suffering from any 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.
- 2.5. Keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them, we will require proof of identity and the collection password. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.
- 2.6. Inform us if your child is the subject of a court order and provide us with a copy of such order on request.
- 2.7. Immediately inform us if you are unable to collect your child from nursery by the official collection time. A late payment charge will be applied, please refer to the current fees leaflet for details.
- 2.8. Inform us as far in advance as possible of any dates on which your child will not be attending the nursery.
- 2.9. Provide us with at least 1 months' notice of your intention to decrease the number of hours your child spends at the nursery or to withdraw your child from our nursery and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for 1 month from the

date of any change as if their hours had not decreased or ended. If you are ending this Agreement, notice must be given in writing.

- 2.10. All telephone calls to and from the nursery are recorded for training and safety purposes.

### 3. PAYMENT

- 3.1. A registration fee of £50.00 is required to secure your child a place at the nursery; this will be deducted from your final invoice. It is non-refundable if you decide your child is not going to take up the place on the agreed date. Once you agree your start date 30 days notice is required if you wish to change this date, even if you haven't started you place as staff will be organised.
- 3.2. Our fees are calculated to provide a monthly fee that shall be notified to you in advance of your child starting at the nursery. We may review these fees at any time but shall inform you of the revised amount at least 1 month before it takes effect.
- 3.3. We calculate the amount payable by you each month by multiplying the weekly fee by 51 weeks and dividing the total by 12. This will give 12 equal monthly payments. Some small rounding may be applied.
- 3.4. Fees are due by 1st of the month, if any payment is outstanding after 4th of the month a late payment fee of £25.00 will be applied to your next invoice automatically. You can be temporarily refused entry to the nursery if any fees are outstanding after 7th of the month. If so, this does not imply that your notice period has started.
- 3.5. All payments made under this Agreement must be by standing order, or online banking.
- 3.6. The nursery will close at 6pm so please ensure you arrive at least 10 minutes before this to allow sufficient time to discuss your child's day with staff and collect your things. Charges will be applied for consistent lateness, without notice. The same rule applies to late collection of AM sessions. Continuous late collection of your child will result in your place being cancelled.
- 3.7. If you leave the nursery after the closing time of 6pm, or after 12:30pm for am sessions, an additional charge of £10 for the 1st 15mins then £15 per 15mins thereafter will be applied to your next invoice.
- 3.8. If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will add this charge to your next invoice.
- 3.9. No refund will be given for periods where your child's nursery place is unfilled due to illness or holidays. All nurseries are closed on bank holidays; no refund will be given for this closure as this has already been taken into account when calculating your child's fees. No refunds will be given for any one-off changes to bank holiday dates or days of the week.
- 3.10. If your account has fees outstanding after 7th of the month or on ending your contract you be liable to any and all fees that we deem necessary in order to recover such amounts.
- 3.11. Any term time only places require fees to be paid 25% for holidays.

### 4. SUSPENSION

- 4.1. We may suspend the provision of childcare to your child, and add on 1 month's notice, at any time if:
  - 4.2. You have failed to pay any fees by 7<sup>th</sup> of each the month.
  - 4.3. If you or your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children or staff at the nursery. The suspension shall



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- continue whilst we try and address these problems with you. This includes, but is not limited to shouting, bad language, manipulation or of any staff member. All calls into and out of the nursery are recorded and any poor use of language will result in a suspension of you place.
- 4.4. Failure to follow guidelines or reasonable requests from the nursery manager that is in place to safeguard the children in our care will result in your place being suspended or if deemed serious enough, immediate cancellation without recourse.
- 4.5. If your child is suspended part way through a month we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This credit may be offset against any sums payable by you to us.
- 5. INFECTIOUS DISEASES**
- 5.1. If access to the nursery is restricted due to local government or central government intervention or, if the nursery is told to close by local government or central government due to an infectious disease, we shall be under no obligation to provide alternative childcare facilities to you.
- 5.2. If the closure exceeds 14 consecutive calendar days (excluding any days when the nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of those days. This credit will be applied against your next invoice on re-open. No refunds will be given for any part month paid for before the closure.
- 5.3. You will not be charged for any nursery fees for any closure under clause 5.1 in excess of 14 consecutive days.
- 5.4. If, due to local government or central government intervention or advice you are informed, we are informed, or you are advised by us that you will have to temporarily remove your child from nursery due to an infectious disease or symptoms of an infectious disease, no credit or refund will be provided unless the time away from nursery exceeds 14 calendar days due to continued advice that is out of your control.
- 5.5. Any return to nursery following clause 5.4 will need to be accompanied by any relevant test result under guidance from PHE, local or central government.
- 5.6. If temporary changes are made to the operating procedures of the nursery due to an infectious disease and you fail to follow any such reasonable procedures OR those set out by local or central government, whether reasonable or not, then your place can be terminated immediately with no refund of any fees. You will be given every opportunity to abide by such new procedures.
- 6. TERMINATION**
- 6.1. You may end this Agreement at any time, giving us at least 1 calendar month's notice, in writing.
- 6.2. Where a notice period ends before 10th of a month, the prior months invoice will include the full notice period.
- 6.3. We may immediately end this Agreement if:
- 6.4. You have failed to pay your fees.
- 6.5. You have breached any of your obligations under this agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to.
- 6.6. You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff or raised voices in the nursery or over the telephone.
- 6.7. Your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children or staff at the nursery.

- 6.8. If we take the decision to close your child's nursery. We will give you as much notice as possible of such a decision.
- 6.9. You may immediately end this Agreement if:
- 6.10. We have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.
- 7. EMPLOYMENT OF STAFF**
- 7.1. If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly):
- 7.2. Employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last 6 months.
- 7.3. Allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last 6 months.
- 7.4. Solicit or discuss other childcare arrangements you are seeking or discuss employment of individuals or seeking to employ for your own childcare arrangements.
- 7.5. If so, you shall pay to us a figure representing 50% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.
- 7.6. Our employment contracts also state non-employment clauses and you should inform us immediately if this is breached.
- 8. GENERAL**
- 8.1. 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.
- 8.2. If the nursery has to close or we take the decision to close due to events or circumstances that are outside our control, excluding section 5, and that closure exceeds 5 of your days, excluding any days when the nursery would otherwise be closed, we will credit you with an amount that represents the number of days the nursery is closed in excess of those days. We shall be under no obligation to provide alternative childcare facilities to you during this period. Though places will be offered at another Tiptoes nursery, where available.
- 8.3. If you have any concerns regarding the services we provide, please discuss these with your child's Key Worker. If these concerns have not been resolved to your satisfaction, please contact the Nursery Manager. Customer satisfaction is of paramount importance to us.
- 8.4. We carry a wide range of toys and equipment at our nursery. Unless we specifically request otherwise your child should not bring any of their own toys to nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.
- 8.5. We accept no financial responsibility for loss or damage to children's property, however we will make every effort to ensure that your child's property is not lost or damaged. If property is costly or important then we would advise not to bring or wear it to nursery.
- 8.6. Photographs will be taken of the children who attend our nurseries. These photographs will be used for promotional purposes, including our social media accounts on Facebook and Twitter. If you do not wish your child to be included in these photographs, please contact the Nursery Manager.
- 8.7. As the number of children with nut allergies is increasing, with the support of parents we aim to keep the nursery NUT FREE.



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Parents are requested not to send in food or empty food packaging, or use creams, sun creams, oils etc on their child that may contain nut oil. This may have severe consequences for another child or member of staff.

**9. GOVERNMENT FUNDED SESSIONS**

- 9.1. Funded sessions run between 08:00 and 18:00. Children who want to attend from 07:30 will need to sign a contract for fees for all days they attend, not any single days. This 30-minute period is not covered by government funding as the government rules are no funded session can be longer than 10 hours.
- 9.2. Sibling discounts, in any form, do not apply if one of the siblings are using funded hours and attends 2 days or 4-part day sessions or less.
- 9.3. You must notify Tiptoes if you intend to split hours across settings and inform us of the hourly split across both settings. Failure to do so may end up with your funding not being applied to your account, and the full amount requiring payment, if you claim more hours than you are eligible for across the settings and the local authority place your hours in dispute. At which point no funding is paid to Tiptoes.
- 9.4. Failure to sign the required local authority funding forms by the start of each term will result in an invoice being raised for the full amount.
- 9.5. If you attend only for funded only sessions, then these must be taken in 10-hour blocks. If you wish to take 5 hourly blocks please speak to your Nursery Manager.
- 9.6. If you attend funded only sessions then Tiptoes can change which sessions (days) you can attend, with notice, to allow the nursery to efficiently allocate capacity in order for it to meet its funded statutory responsibility.
- 9.7. Any unused hours cannot be used for ad-hoc sessions and no hours can be banked for future use.
- 9.8. Failure to pay any contracted fees or fees for non-contracted sessions can result in us refusing admittance until brought up to date.
- 9.9. It is the parent’s responsibility to ensure that their 30 hours extended entitlement code is valid and accepted by the local authority and is provided to your nursery manager at least 20 days before the start of any term. Failure to do so which results in no funding being granted is not Tiptoes responsibility.
- 9.10. It is the parent’s sole responsibility to ensure their eligibility and renewal of such is completed within the timescales set by the local authority and/or HMRC.
- 9.11. Parents must ensure that codes are provided to Tiptoes at least 20 days prior to needing validating by the local authority, generally the end of the previous term. We accept no responsibility for codes that are provided within 20 days of renewal or the start of the term.

**10. DATA PROTECTION**

- 10.1. We will use yours and your child’s personal information in order to provide childcare services to you. We will send you information about your child and the nurseries. Your information will be kept safe and secure and will never be shared unless required to do so by law or to carry out those services detailed in these terms and conditions.
- 10.2. Our data protection policy has been updated to comply with GDPR of May 2018 and is available at each of our nurseries for you.

**Tiptoes Terms and Conditions – June 2020**

I have read and understand the Terms and Conditions

Parent Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Parent Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**e-mail address for TAPESTRY and all communications;**

\_\_\_\_\_





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## Tiptoes Day Nurseries Privacy Notice

This privacy policy is for the users of Tiptoes Day Nurseries. In the document below, 'We' or 'Us' means Tiptoes Day Nurseries, we are registered with the UK Information Commissioners Office, reference ZA098139.

### The Service

Parents use Tiptoes for childcare services. We are regulated by Ofsted and monitored by the local authority and department for education.

### What data do we collect?

The personal information we hold and process on you and your child includes:

- Names and when provided that of relatives who may collect you child.
- Address(s), both past and present.
- DOB for your child.
- Contact details/Emergency contacts, including telephone numbers, mobile numbers and email address. For you and relatives where provided.
- Email address(s) for all communications and newsletters.
- Medical history/ Records to support this.
- Bank details, where we have provided any refunds.
- National Insurance Number(s) for Free Early Education Childcare.
- Observations and Assessments of your child's development, and
- Special Educational Needs information.

We store this information to enable us to charge for our services and to enable the service to be adapted and ensure it caters for you and your child's needs. And, importantly meet the regulatory requirements as set by our governing body, Ofsted.

### Keeping you updated about your child, our nurseries and important news that could affect your costs or agreements with us.

We only share your information with those bodies who lawfully require it. The only information which we share externally not required by law is your name, email address, the name of your child and photographs, were you have given consent.

- We share your email address with a contracted partner who creates our blog, newsletters, website content and monitors, promotes our social media presence. You can opt out of these

services by informing us of your wish to do so at any time.

- We utilise the secure Tapestry Desktop and Mobile app to keep you informed about your child's progress with us. To enable this, we setup an account for you using your name and email address. This application then stores updates about your child's progress within the Early Years Framework and photographs showing your child's progress. We have a policy specifically designed for use of this app, which is signed by all our staff and those parents wishing to use the service.

Other than our lawful and regulatory requirements, and the above, we do not share any of your information with 3<sup>rd</sup> party companies or people.

### How long do we retain your personal information?

The information we keep, and share is complicated and our policy details all the data we collect and process, why we do, how long we keep it for and why. We will not keep your information longer than is necessary, taking into account all the regulations that we have to satisfy.

### Your rights in relation to your personal information

You have various rights under data protection rules regarding the processing of your personal information. Including rights to request access to it, correct any information we may hold about you and request deletion of it in certain circumstances. Deletion is subject to our legal responsibilities under Ofsted, local authorities and the Dept for Education. Our legal responsibilities override GDPR.

### How to contact us

If you have any queries about how we use your personal information you can contact us anytime at: [admin@tiptoes.co.uk](mailto:admin@tiptoes.co.uk) or write to Tiptoes Day Nursery, 49 Gorton Road, Willerby, HU10 6LU.