



## 7.0 Administration

### 7.1 Admission Policy

#### Introduction

It is our intention to make our preschool accessible to children and families from all sections of the community. Children are admitted to preschool on a first come first serve basis. Once full, a waiting list system is put in place with the first child on the list being offered a place when one becomes available. Should the place no longer be required, it will be offered to the next child on the list.

#### Our Aim

We aim to ensure that all sections of our community have access to the preschool through open, fair and clearly communicated procedures.

#### Procedures

- We ensure that the existence of the pre-school is widely advertised in places accessible to all sections of the community.
- We ensure that information about our pre-school is accessible - in written and spoken form - and, where appropriate, in different languages. Where necessary, we will try to provide information in Braille, or through signing or an interpreter.  
Our policy may take into account the following:
  - We keep a place vacant, if this is financially viable, to accommodate an emergency admission.
  - We describe our pre-school and its practices in terms which make it clear that it welcomes fathers and mothers, other relations and other carers, including childminders.
  - We describe our pre-school and its practices in terms of how it treats individuals, regardless of their gender, special educational needs, disabilities, background, religion, ethnicity or competence in spoken English.
  - We describe our pre-school and its practices in terms of how it enables children with disabilities to take part in the life of the pre-school.
  - We monitor the gender and ethnic background of children joining the group to ensure that no accidental discrimination is taking place.
  - We make our equal opportunities policy widely known.
  - We consult with families about the opening times of the pre-school to avoid excluding anyone.

- We are flexible about attendance patterns to accommodate the needs of individual children and families.
- Parents will be assured that staff are always happy to listen and help should any problems arise with their child and that any concerns will be dealt with confidentially.
- Pre-school staff and committee will ensure that parents/carers are aware that The Lenches Pre-school belongs to the parents and that they have something positive offer the group.
- Parents/carers will be encouraged to take an active part in their child's development and play.

## 7.2 Access to Information

### Aim

At The Lenches Pre-school we believe an open access policy is the best way of encouraging participation.

Parent/carers are welcome to view the policies and procedures folder at any time as they wish; this governs the way in which the pre-school operates at any time when open.

These can be obtained by asking a manager or person in charge.

Policies and Procedures folder will be displayed at all the times when the pre-school is open.

Parents/carers are also welcome to see the records kept on their own child. However, it is advised that arrangements are made in advance to ensure staff availability and the importance of maintaining our staff/child ratios.

Only authorised staff- Manager and Deputy Manager, can share the information with professionals and other agencies. This need to be agreed with the parents/ carers first.

Parents and carers can use our 'open door approach' to visiting the setting at any time. This is under restriction at the moment due to covid19 restrictions

## 7.3 Booking in Procedure

### Aim

The procedure for booking a child into The Lenches Pre-school is as follows:

- The Manager will ensure that the parent/carer visit the setting before booking procedure take place and viewing is arranged to share information with potential parents/ carers.

- The parent/carer will be explained routines and discuss any other important information. Prospectus will be given to the potential parents/ carers.
- The parent/carer will be given the opportunity to look through the Policies and Procedures folder. These will be explained to the parent/carer as the term of which childcare is provided within the setting, and that the agreement to care for their child is subject to them.
- The registration form will be explained to them, detailing important information such as allergies, emergency medical consent and emergency contact numbers, general consent form. These must be returned and signed by parents/carers to the setting before child can attend our setting.
- Parents/ carers must fill in a Booking in Form and agree for a start date.
- If funding applies, parents will be given information on how to apply.
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## 7.4 Fees and Nursery Education Funding (NEF) Policy

### Procedures

On registering a child to the pre-school, a contracting parent/carer will sign a declaration to say they agree with the settings policies in fee payment.

Invoices can be settled through BASC payments, cash or cheque. The fees for late payment is £5.00 per week.

We accept Childcare Vouchers scheme from variety of providers.

There is one off, non-refundable registration charge of £30.00 per child.

All fees are payable for all sessions booked and no refunds will be made if your child is absent from the pre-school, even if the absence is due to illness, holidays or other.

Any extra sessions or hours will be added to following month invoice.

#### **Our charges from January 2024 are as follows:**

Pre-school hourly rate	<b>£5.80</b>
Breakfast Club 8.30am-9am	<b>£5.80</b>
Morning session 9am-12noon	<b>£17.40</b>
Morning with lunch session 9am-1pm	<b>£23.20</b>
All day 9am-3.30pm	<b>£37.70</b>

All day with Breakfast 8.30am-3.30pm	<b>£43.50</b>
Registration fee -one off payment – including 1 polo shirt & bookbag.	<b>£30.00</b>
Late Collection fee from 12:15pm / 1:15pm / 3:45pm (Every 30 minutes after = £20)	<b>£20</b>

## Funding

The Lenches Pre-school provides government Nursery Education Funding for children who are two, three and four years old. This funding entitles a child to receive 15 hours of Universal Funding or up to 30 hours of Extended Funding per week, 38 weeks of the year.

If a child is eligible to any of the funding, parents/ carers will receive a form from the Manager to fill in. Once contract has been signed and agreed, the entitlement will secure funding for a full term and you will not be able to transfer the free entitlement payment to another provider until the term ends.

The Lenches Pre-school Manager will notify parents/carers which hours of attendance will be funded, and which one will be invoiced.

## Late and/or No Payment procedure

If fees are not paid as agreed, The Lenches Pre-school will contact parents/carers to remind you of outstanding payment. In the event of the payment not received, alternative payment methods that are suitable to your family needs might be agreed (i.e. payment instalments). The Lenches Pre-school Group reserves the right to terminate your contract and withdraw your child's place if no payment received within given time scale.

*If the payment has not been settled in full within given time scale by the preschool Committee Group, the management can demand that the child's place will be withdraw from the setting until the full amount has been settled.*

The Lenches Pre-school reserves the right to seek Legal Advice if necessary.

If a child no longer requires a place at the pre-school or wish to change attendance days/times, parents must give FOUR WEEKS WRITTEN NOTICE to the pre-school Manager informing about the changes.

## 7.5 Children's Records

### Introduction

The Lenches Pre-school need to keep records of all children in our setting to ensure we meet all statutory requirements.

#### **Our Aim**

To ensure records are kept safe and secure and only accessible to those with authorisation.

#### **Procedures**

We keep two kinds of records on children attending our setting:

##### Developmental records

These include observations of children in the setting, photographs, video clips and samples of their work and summary developmental reports. We now use the online platform Tapestry. All iPads for this app are secure and the iPads are stored safely in the setting under lock and key if our premises have been hired out to other users.

This information is accessible to parents at all times.

##### Personal records

These include registration and admission forms, signed consent forms, and correspondence concerning the child or family, reports or minutes from meetings concerning the child from other agencies, an ongoing record of relevant contact with parents, and observations by staff on any confidential matter involving the child, such as developmental concerns or child protection matters. These confidential records are stored in a lockable file or cabinet and are kept secure by the person in charge.

Parents have access, in accordance with our Access to Records policy, to the files and records of their own children but do not have access to information about any other child.

Staff will not discuss personal information given by parents with other members of staff, except where it affects planning for the child's needs. Staff induction includes an awareness of the importance of confidentiality in the role of the key person.

We retain children's records for the required amount of time (inline with GDPR) after they have left the setting.

These are kept in a secure place, and will be destroyed after the appropriate amount of time

#### **Other records**

- Registration form
- Information sheet

- Emergency/ First Aid Consent form
- Outing Consent Form
- IEPs & Assessments
- Register
- Visitors Book
- Accident Form
- Existing Injury Form
- Nappy Changing Book
- Medication Consent Form
- Incident Book.
- Correspondence concerning the child or family
- Reports or minutes from meetings concerning the child from other agencies
- An ongoing record of relevant contact with parents
- Safeguarding File

#### **Legal framework**

- Data Protection Act 1998
- Human Rights Act 1998

## 7.6 Provider's Records

### Introduction

The Lenches Pre-school need to keep records and documentation for the purpose of maintaining our business.

These include;

- Records pertaining to our registration.
- Rent of the premises documents and other contractual documentation pertaining to amenities, services and goods.
- Financial records pertaining to income and expenditure.
- Fire Drills/ Lockdown drills
- Employment records of staff including their name, home address and telephone number.
- Names, addresses and telephone numbers of anyone else who is regularly in unsupervised contact with the children.

### Our Aim

We consider our records as confidential based on the sensitivity of information, such as with employment records. These confidential records are maintained with regard to the framework of the Data Protection Act (1998) and the Human Rights Act (1998).

This policy and procedure is taken in conjunction with the Confidentiality and Client Access to Records Policy and Information Sharing Policy.

### Procedures

- All records are the responsibility of the Committee who will ensure they are kept securely.
- All records are kept in an orderly way in files and filing is kept up-to-date.
- Financial records are kept up-to-date for audit purposes.
- Health and safety records are maintained; these include risk assessments, details of checks or inspections and guidance etc.
- Our Ofsted registration certificate is displayed.
- Our Public Liability insurance certificate is displayed.
- All our employment and staff records are kept securely and confidentially.

### We notify Ofsted of any change

- In the address of the premises.
- To the premises which may affect the space available to us or the quality of childcare we provide.
- To the name and address of the provider, or the provider's contact information.
- To the person managing the provision.
- Any significant event which is likely to affect our suitability to look after children.

- Any other event as detailed in the Statutory Framework for the Early Years Foundation Stage (DfE 2014).

#### **Legal framework**

- Data Protection 2018
- Human Rights Act 1998

#### **Useful Early Years Alliance publications**

- Accident Record
- Recruiting and Managing Employees
- Financial Management
- Medication Record
- Managing Risk
- Complaints Investigation Record

## **7.7 Arrival and Departures Policy**

### **Our Aim**

It is our intention to provide each child with a warm welcome on their arrival, in order to ensure a smooth and reassuring transition from home to pre-school.

Parents/ carers are request to wait outside the village hall until 8.30 for Breakfast Club or 9am for morning session when the member of staff will open the door, and let all the children/parents inside. This therefore ensures each child's safety, and guarantees their attendance is recorded in the Sign in/out register. Staff will record the time the child arrives and sign.

At the end of the session all parents/ carers are request to wait outside the setting until 12.00, 1.00pm or 3.30 pm, ready for a member of staff to open the door. Parent/Carer will record the time the child is collected and sign.

A child will only be allowed to depart our setting with somebody who is named for collection on the child's personal record form. If somebody else arrives to collect a child that we don't recognise we will ask for the password relating to the child. If the person can't give us the password we won't allow the child to leave the premises. In this event, we would then contact the parent/carer of the child and explain why we can't allow their child to leave the pre-school.



In a case, when a child is late the parent/carers are request to ring the door bell and wait for a member of staff outside the pre-school to open the door .

A member of staff will always acknowledge departures by singing out each child when they leave pre-school.

## 7.8 Transfer of Records to School (or another setting)

### Introduction

We recognise that children sometimes move to another early years setting before they go on to school, although many will leave our setting to enter a nursery or reception class.

We understand our role in ensuring information goes with that child to help the child's transition into their new setting smooth for the child and families.

We prepare children for these transitions and involve parents and the receiving setting or school in this process. We prepare records about a child's development and learning in the Early Years Foundation Stage in our setting; in order to enable smooth transitions, we share appropriate information with the receiving setting or school at transfer.

Confidential records are shared where there have been child protection concerns according to the process required by our Local Safeguarding Children Board.

The procedure guides this process and determines what information we can and cannot share with a receiving school or setting. Prior to transferring information, we will establish the lawful basis for doing so (see our Privacy Notice).

### Procedures

#### **Transfer of development records for a child moving to another early years setting or school**

- Using the *Early Years Outcomes* (DfE 2013) guidance and our assessment of children's development and learning, the key person will prepare a summary of achievements in the seven areas of learning and development.
- The record refers to:
  - any additional language spoken by the child and his or her progress in both languages;
  - any additional needs that have been identified or addressed by our setting;
  - any special needs or disability, whether a CAF was raised in respect of special needs or disability, whether there is an Education, Health and Care Plan, and the name of the lead professional.
- The record contains a summary by the key person and a summary of the parent's view of the child.

- The document may be accompanied by other evidence, such as photos or drawings that the child has made.
- When a child transfers to a school, most local authorities provide an assessment summary format or a transition record, which we will follow as applicable.
- If there have been any welfare or protection concerns, we will notify new setting.

### **Transfer of confidential information**

- The receiving school or setting will need to have a record of any safeguarding or child protection concerns that were raised in our setting and what was done about them.
- We will make a summary of the concerns to send to the receiving setting or school, along with the date of the last professional meeting or case conference. Some Local Safeguarding Children Partnership will stipulate the forms to be used and provide these for us to use.
- Where a CAF has been raised in respect of any welfare concerns, we will pass the name and contact details of the lead professional on to the receiving setting or school.
- Where there has been a section 47 investigation regarding a child protection concern, we will pass the name and contact details of the child’s social worker on to the receiving setting or school – regardless of the outcome of the investigation.
- We post or take the information to the school or setting, ensuring it is addressed to the setting or school’s designated person for child protection and marked as ‘confidential’.
- We do not pass any other documentation from the child’s personal file to the receiving setting or school.

### **Legal framework**

- General Data Protection Regulations (GDPR) (2018)
- Freedom of Information Act (2000)
- Human Rights Act (1998)
- Children Act (1989)

## **7.9 Review and implementation of Policies and Procedures**

### **Introduction**

The Lenches Pre-school recognises its duty to safeguard children and follow the EYFS Statutory guidance to ensure we provide the very best care. This policy will ensure that we review our policies and procedures regularly, taking into consideration changes in legislation. It will also help us to ensure all policies and procedures are implemented correctly by staff, learners and volunteers ensuring consistency throughout the provision.

### **The Aims of The Lenches Pre-school Policies and Procedures Review and Implementation policy is to:**

- Ensure that all staff, learners and volunteers are aware of the content of the settings Policies and Procedures through;
- Induction
- Staff meetings and supervisions
- Training
- Accessibility of documents
- Contributing to the review process
- Ensure all policies are workable documents and implemented correctly by all staff, learners and volunteers. The policies should be clear, specific and easily understood.
- To ensure that all members of staff are aware of their role and responsibility in policy and procedure implementation and understand how they contribute to a consistent approach throughout the setting.
- Ensure changes in legislation are reflected in The Lenches Pre-school Policies and Procedures.
- To ensure Policies and Procedures are reviewed as changes in legislation occur and then reviewed fully annually or when required.

### **Review and Implementation**

- Policies and Procedures are maintained and reviewed annually by the Management team.
- Policies and Procedures are risk assessed and reviewed by Manager and Committee following any incident that is reportable under RIDDOR.
- Disciplinary action may be taken where individuals have disregarded policies and procedures.

### **Familiarisation and implementation**

- It is the responsibility of every member of staff, learner, and volunteer within a setting to adhere to and implement the Policies and Procedures at all times.
- An overview of Policies and Procedures is included in induction for individual members of staff, with specific emphasis given to safeguarding procedures.
- Members of staff must sign to say that they have read and understood the Policies and Procedures
- Members of staff know how to access the Policies and Procedures for reference as they support all aspects of their work within the setting.
- Staff meetings and in-house training events are used as opportunities to focus on Policies and Procedures as required, and to discuss their implementation.
- Early Years Alliance publications such as record keeping books are used where identified within the procedures.
- Other Alliance publications or resources are referred to within the procedures and are available to all staff within the setting.

- Where there is an outbreak of a communicable disease or infection, the relevant procedure is photocopied and displayed for parents' reference during the outbreak.
- Other procedures may be displayed (as above) where a situation arises, for example to highlight health and safety concerns such as parents letting themselves out of the building without a member of staff present or to remind parents to sign their child in and out of the setting.
- Following an implementation of a Policy and Procedure such as a Health and Safety Procedure a review must be undertaken by the Manager to establish whether;
  - Did all members of staff follow the procedure?
  - Is further training required to ensure implementation?
  - Did the procedure fit the purpose, does it need adapting or changing?

#### **Parents**

- A set of policies is displayed for parents in the reception and on the pre-school website.
- Parents know how to access the full set of Policies and Procedures, and are able to do so at any time.
- Committee meetings are used as opportunities to explain and discuss the implementation of the Policies and Procedures.

#### **Legal Framework:**

- Childcare Act (2006)
- Education Act (2011)
- Statutory Framework for the Early Years Foundation Stage
- Working together to Safeguard Children 2018
- Equality Act 2010

## 7.10 Childcare Terms and Conditions

### The Lenches Pre-school Terms and Conditions

The document and the terms and conditions within it govern the basis on which The Lenches Pre-school Group (referred to here as 'we' / 'our' / 'us') agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We will ask to see your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of our registration process.

#### **Our details:**

The Lenches Pre-school Group

Charity registration no: 1043885

Address: c/o Village Hall, Main Street, Church Lench, Evesham, WR11 4UE

Telephone: 07933779918

Email: info@thelenchespreschool.org.uk

Ofsted URN: EY 377 612

Insured by: Early Years Alliance

Insurance policy number: RTT209838

## Terms and conditions

### 1.0 Our obligation to you

- 1.1 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn. We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.2 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration.
- 1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.4 We will notify you as soon as possible of any days we will be closed.
- 1.5 We will treat your child with the utmost respect and dignity.
- 1.6 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 1.7 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.
- 1.8 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.
- 1.9 We will maintain appropriate insurance to cover our childcare activities.
- 1.10 We will try to make a place available to any of your other children.

## 2.0 Your obligation to us

- 2.1 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.2 The *Admission Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.3 You will read and abide by our policies and procedures.
- 2.4 You will be requested to attend when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.5 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.
- 2.6 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.
- 2.7 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A late payment charge will be applied; please refer to the current fee schedule for details.
- 2.8 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.9 You will provide us with at least one month's notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice. If you are ending this Agreement, notice must be given by completing our *Notification of Leaving Date* form which is available on request.
- 2.10 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.

## 3.0 Payment of fees

- 3.1 We may review fees at any time but shall inform you at the earliest possible time. If you do not wish to pay the revised fee, you may end this Agreement by giving us one month's notice, by completing our *Notification of Leaving Date* form which can be obtained from the setting manager.
- 3.2 Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the Weekly Fee by the number of weeks we are open during the month (term time only)
- 3.3 All payments made under the Agreement should be by bank transfer. All payment shall be made by you monthly, in advance before the due date as stated on your invoice. Late payments incur a late payment fee of £5.00 per week.
- 3.4 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 raise the applicable charges under a separate invoice for payment.

- 3.5 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.6 In the event of late collection of your child, we reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis.

#### **4.0 Suspension of a child**

- 4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.
- 4.2 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.
- 4.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.
- 4.4 During any period of suspension for behaviour-related issues we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.
- 4.5 If your child is suspended part way through the month, under the conditions stated in clause 4.3 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 sum may be offset against any sums payable by you to us.

#### **5.0 Termination of the Agreement**

- 5.1 You may end this Agreement at any time, giving us at least one month's notice by a written letter.
- 5.2 We may immediately end this Agreement if:
  - 5.2.1 You have failed to pay your fees;
  - 5.2.2 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 after we have drawn it to your attention;
  - 5.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff or parents
  - 5.2.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this Agreement.
- 5.4 You may end this Agreement if 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.

#### **6.0 General**

- 6.1 If you have any concerns regarding the services we provide, please discuss them with your child's key person or the manager. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.

- 6.2 From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our computer whilst your child is with us. The photographs are used for display and for your child's records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our *Admission Form*.
- 6.3 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 6.4 Whilst food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. It is our usual practice to provide both a meat and vegetarian option. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained/I am suitably trained in the preparation and serving of food.
- 6.5 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and our *Confidentiality and Client Access to Records Policy*. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

## **7.0 This Agreement**

- 7.1 We reserve the right to vary the terms and conditions contained in this Agreement
- 7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.
- 7.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

## **7.11 Retention Policy**

### **Aim**

The Lenches Pre-school have a duty to abide by the requirements of the Early Years Foundation Stage (EYFS), the General Data Protection Regulation (GDPR) and the Data Protection Bill (DPB).

**Please see Privacy Notice for more information on GDPR.**



One of the principles of GDPR is that we must consider retention of data and one of the 8 rights for individuals under GDPR is that parents have a 'right to erasure'. It is our lawful responsibility to inform you of the data we keep, where we keep it and for how long. This policy covers the retention period.

### **Relevant legislation**

According to the EYFS we must keep documents for a 'reasonable period of time'. ICO advice is that this would generally mean 'between inspections' so we can share information with Ofsted inspectors.

The second law which we must comply with is the Limitation Act 1980 which states that records relating to children and accidents and medication administration must be retained until the child is 21 years and 3 months old in case they (when they are older) want to make a claim against the provider. ICO advice is that we might also consider it important to retain other documentation linked to the accident and medication administration forms such as attendance registers.

Further legislation relates to the retention of HMRC and Local Authority Funding forms.

### **Categories of Data**

The data we retain about you and your child falls into 3 main categories and it is stored both online and in paper format. Please see Privacy Notice for how this is stored.

1. Safeguarding and welfare data linked to Ofsted and the Early Years Foundation Stage requirements and the Limitation Act.
2. Financial data retained for HMRC purposes.
3. Funding data retained for Local Authority purposes.

### **Data Relating to the Safeguarding and Welfare Requirements of the EYFS**

To comply with the Limitation Act 1980, we keep Accident, Injury and First Aid Records and Medication Administration Records using the legal basis of 'legal obligation' until your child is 21 years and 3 months old and insurance requirements.

Attached to Accident, Injury and First Aid Records and Medication Administration Records we also retain Parent – Provider Contracts and Attendance Registers using the legal basis of 'vital interests' to provide additional evidence of compliance with the Early Years Foundation Stage.

We keep further data related to Safeguarding and Welfare requirements of the Early Years Foundation Stage and Childcare Register for a 'reasonable period of time' (see EYFS requirement 3.71). ICO advice is that this

should be retained between Ofsted inspections or within the Ofsted inspection cycle which might be between 3 and 8 years.

Information is kept in paper format and after the required retention period the documents will be shredded.

### **Data Relating to the Learning and Development Requirements of the EYFS**

To comply with the EYFS, we keep documents relating to your child's learning and development including photos of your child's progress, activities and experiences.

We keep the information, including photos *online / in paper format* and will pass it on to you when your child leaves the setting or starts school, whichever comes first.

Permission for this is included in the Photograph Consent Forms. You can opt out at any time, including when your child has left the setting.

### **Financial Record Keeping**

We keep documentation including your name and payment record for HMRC using the legal basis of 'legal obligation'. We keep this information on laptop and in paper format and we are required to retain this information by HMRC for 7 years, after which time they are deleted.

### **Data Relating to Local Authority Funding Forms**

We keep documentation including your name, address, national insurance number and tracking data for Local Authority Funding forms using the legal basis of 'contractual necessity'. This data is held in paper format and we are required to retain these forms by the Local Authority, after which time they are shredded.

### **Personal Data**

ICO advises that it is reasonable to keep a record of your mobile phone number and email address on our mobile phone and on settings computer. We will keep those details one financial year after your child leaves the setting, so we can contact you if necessary to clarify, for example, accounts information or details relating to your Tax Credits claim (if relevant). The data will be deleted after this period.

If we close the setting we will keep documentation for as long as legally required by the purpose for which it was collected. You have the right to ask for information held about you and your child to be withdrawn. This is called the 'right to erasure' in GDPR. However, if we need to keep information because it is legally required then exceptions to the 'right to erasure' apply, we will make a decision about each erasure request individually – please speak to us for more information.