

Information and Records Policies



**Clockhouse
Preschool**
Learning through play

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6.1a Clockhouse Pre-school's Privacy Notice for Staff and Volunteers

Policy statement

We are committed to ensuring that any personal data we hold about you is protected in accordance with data protection laws and is used in line with your expectations. This privacy notice explains what personal data we collect, why we collect it, how we use it, the control you have over your personal data and the procedures we have in place to protect it.

When we refer to “we”, “us” or “our”, we mean Clockhouse Preschool.

What personal data do we collect?

We collect personal data about you to provide high quality care and learning to the children in our care.

- Personal and sensitive data that we collect about you may include your name, home address, email address, phone numbers, emergency contact details, languages spoken, religious beliefs. Your date of birth & national insurance number or unique taxpayer reference (UTR) if you're self-employed. This information will be collected from you directly in your application form, CV and in the processing of your DBS check and EY2 (if applicable).
- If you contact us by email or through our website, then we will store and process the information you provide in our email system as required. We will continue to store your email address only, so we can invite you to future events.

Why we collect this information and the legal basis for handling your data

Contract

We use personal data about you to fulfil the contractual arrangement we have entered. This includes using your data to:

- Communicate with contact you in case of an emergency.
- Communicate with you to organise working schedules, training and ad hoc matters.

Consent

With your consent, we display your picture and some information about you on our parent's noticeboard, our website, and social media channels.

Legal Obligation

We have a legal obligation to process safeguarding related data about you should we have concerns about your welfare or a child's welfare. We also have a legal obligation to transfer records and certain information about you to future workplaces and to comply with statutory visits and inspections.

Legitimate Interest

We record CCTV images to protect the building and the people using it, the areas covered are the car park, garden, and the main hall. We retain recordings for 21 days, in order that any issues are highlighted before the data is deleted.

We will continue to hold your email address only after you leave so that we can invite you and your family to reunion events and other celebrations.

Who we share your data with:

For us to deliver childcare services we will also share your data as required with the following categories of recipients:

- Ofsted – during an inspection or following a complaint about our service
- banking services to make payments (as applicable)
- the Local Authority
- our insurance underwriter (if applicable)

We will also share your data if:

- we are legally required to do so, for example, by law, by a court or the Charity Commission.
- to enforce or apply the terms and conditions of your contract with us.
- to protect you, your child and other children; for example, by sharing information with social care or the police.
- it is necessary to protect our or others' rights, property or safety
- we transfer the management of the setting; in which case we may disclose your personal data to the prospective buyer so they may continue the service in the same way.

We will never share your data with any other organisation to use solely for their own purposes, without your consent.

How do we protect your data?

We protect unauthorised access to your personal data and prevent it from being lost, accidentally destroyed, misused, or disclosed by:

- Keeping all paper copies of documentation in a locked filing cabinet, which is only accessible to the Manager or Deputy.
- Keeping all electronic information including CCTV images, on a password & virus protected cloud or physical hard drive, which is only accessible to the Manager or Deputy.
- Ensuring that all staff and volunteers are trained on GDPR and confidentiality.

How long do we retain your data?

We retain your personal data for up to 7 years, or until our next Ofsted inspection.

Attendance records and accident records are kept for longer according to legal requirements.

In some instances (child protection, or other support service referrals) we are obliged to keep your data for longer if it is necessary to comply with legal requirements (see our Children's and Provider Records policies).

How is personal information destroyed?

When it is no longer needed –

- Computer data is securely deleted.
- Paper documents are shredded.

Automated decision-making.

We do not make any decisions about you based solely on automated decision-making.

Your rights with respect to your data

As a data subject, you have several rights. You can:

- request access, amend or correct your personal data
- request that we delete or stop processing your personal data, for example where the data is no longer necessary for the purposes of processing or where you wish to withdraw consent; and
- request that we transfer your personal data to another person

If you wish to exercise any of these rights at any time or if you have any questions, comments or concerns about this privacy notice, or how we handle your data please contact us by email, telephone or when you visit the setting.

How to contact the Information Commissioner Office (ICO)

If you continue to have concerns about the way your data is handled and remain dissatisfied after raising your concern with us, you have the right to complain to the Information Commissioner Office (ICO). The ICO can be contacted at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or ico.org.uk/

Changes to this notice

we keep this notice under regular review. You will be notified of any changes where appropriate.

6.1b Clockhouse Pre-school's Privacy Notice for Children, Parents and Carers

Policy statement

We are committed to ensuring that any personal data we hold about you and your child is protected in accordance with data protection laws and is used in line with your expectations. This privacy notice explains what personal data we collect, why we collect it, how we use it, the control you have over your personal data and the procedures we have in place to protect it.

When we refer to "we", "us" or "our", we mean Clockhouse Preschool.

What personal data do we collect?

We collect personal data about you and your child to provide care and learning that is tailored to meet your child's individual needs. We also collect information in order to verify your eligibility for free childcare and other funding, as applicable.

Personal and sensitive data that we collect about your child may include:

- Your child's name, date of birth, citizenship, gender, racial/ethnic origin, address, languages spoken, religious beliefs, health and medical needs, development needs, and any special educational needs.
- Where applicable we will obtain child-protection plans from social care and health care plans from health professionals.
- We will also ask for information about who has parental responsibility for your child and any court orders pertaining to your child.

Personal and sensitive data that we collect about you may include:

- Your name, home and work address, email address, phone numbers, emergency contact details, languages spoken, religious beliefs and family details. Your date of birth & national insurance number or unique taxpayer reference (UTR) if you're self-employed.
- We may also collect information regarding benefits and family credits that you are in receipt of.

This information will be collected from you directly in the registration form, parental declaration form and application to join form. If you contact us by email or through our website, then we will store and process the information you provide in our email system until your child leaves us. We will continue to store your email address only, so we can invite you to events.

Why we collect this information and the legal basis for handling your data.

Contract

We use personal data about you and your child to provide childcare services and fulfil the contractual arrangement you have entered.

This includes using your data to:

- contact you in case of an emergency
- support your child's wellbeing and development
- manage any special educational, health or medical needs of your child whilst at our setting
- carry out regular assessment of your child's progress and to identify any areas of concern
- maintain contact with you about your child's progress and respond to any questions you may have
- process your claim for up to 30 hours free childcare (only where applicable)
- keep you updated with information about our service

Consent

With your consent, we will also record your child's activities for their individual learning record. This may include photographs and videos. You will have the opportunity to withdraw your consent at any time, for images taken by confirming so in writing.

Legal Obligation

We have a legal obligation to process safeguarding related data about your child should we have concerns about their welfare. We also have a legal obligation to transfer records and certain information about your child to the school that your child will be attending (see Transfer of Records policy) and to comply with statutory visits and inspections.

Legitimate Interest

We record CCTV images to protect the building and the people using it. The areas covered are the car park, garden, and main hall. We retain recordings for 21 days, in order that any issues are able to be highlighted before the data is deleted.

We will continue to hold your email address only after your child's records have been destroyed so that we can invite your family to reunion events and other celebrations.

Who we share your data with?

In order for us to deliver childcare services we will also share your data as required with the following categories of recipients:

- Ofsted – during an inspection or following a complaint about our service
- banking services to make payments (as applicable)
- the Local Authority (where you claim up to 30 hours free childcare as applicable)
- the government's eligibility checker (as above)
- our insurance underwriter (if applicable)
- the school that your child will be attending

We will also share your data if:

- we are legally required to do so, for example, by law, by a court or the Charity Commission.
- to enforce or apply the terms and conditions of your contract with us.
- to protect your child and other children; for example, by sharing information with social care or the police.
- it is necessary to protect our or others' rights, property or safety
- we transfer the management of the setting; in which case we may disclose your personal data to the prospective buyer so they may continue the service in the same way.

we will never share your data with any other organisation to use solely for their own purposes, without your consent.

How do we protect your data?

We protect unauthorised access to your personal data and prevent it from being lost, accidentally destroyed, misused, or disclosed by:

- Keeping all paper copies of documentation in a locked filing cabinet, which is only accessible to the Manager or Deputy.
- Keeping all electronic information including CCTV images, on a password & virus protected cloud or physical hard drive, which is only accessible to the Manager or Deputy.
- on password & virus protected hard drive, which is also locked away when not in use and is only accessible to the Manager or Deputy.
- Ensuring all staff and volunteers are only given access to information about you or your child if it is relevant and necessary for their role.
- Ensuring that all staff and volunteers are trained on GDPR and confidentiality.

How long do we retain your data?

We retain your child's personal data for up to 3 years, or until our next Ofsted inspection after your child leaves our setting. Medication records and accident records are kept for longer according to legal requirements. Your child's learning and development records are maintained by us and handed to you when your child leaves. In some instances (child protection, or other support service referrals) we are obliged to keep your data for longer if it

is necessary to comply with legal requirements (see our Children's and Provider Records policies).

How is personal information destroyed?

When it is no longer needed –

- Computer data is securely deleted.
- Paper documents are shredded.

Automated decision-making.

We do not make any decisions about your child based solely on automated decision-making.

Your rights with respect to your data

You have the right to:

- request access, amend or correct your/your child's personal data
- request that we delete or stop processing your/your child's personal data, for example where the data is no longer necessary for the purposes of processing or where you wish to withdraw consent; and
- request that we transfer your, and your child's personal data to another person

If you wish to exercise any of these rights at any time or if you have any questions, comments or concerns about this privacy notice, or how we handle your data please contact us by email, telephone or when you visit the setting.

How to contact the Information Commissioner Office (ICO)

If you continue to have concerns about the way your data is handled and remain dissatisfied after raising your concern with us, you have the right to complain to the Information Commissioner Office (ICO). The ICO can be contacted at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or ico.org.uk/

Changes to this notice

We keep this notice under regular review. You will be notified of any changes where appropriate.

6.1c Clockhouse Pre-school's Privacy Notice for Other Users of the Shared Building

Policy statement

We are committed to ensuring that any personal data we hold about you is protected in accordance with data protection laws and is used in line with your expectations. This privacy notice explains what personal data we collect, why we collect it, how we use it, the control you have over your personal data and the procedures we have in place to protect it.

When we refer to "we", "us" or "our", we mean Clockhouse Preschool.

What personal data do we collect?

We collect personal data about you via the CCTV images recorded within the publicly accessible areas of the building.

Why we collect this information and the legal basis for handling your data.

Legitimate Interest

We record CCTV images to protect the building and the people using it. The areas covered are the car park, garden, and the main hall. We retain recordings for 21 days, in order that any issues are able to be highlighted before the data is deleted.

Who we share your data with?

In order for us to deliver childcare services we will also share your data as required with the following categories of recipients:

- Our insurance underwriter (if applicable)
- A designated member of the Church Council

We will also share your data if:

- we are legally required to do so, for example, by law, by a court or the Charity Commission.
- to protect you and others; for example, by sharing information with social care or the police.
- it is necessary to protect our or others' rights, property, or safety

How do we protect your data?

We protect unauthorised access to your personal data and prevent it from being lost, accidentally destroyed, misused, or disclosed by:

- Keeping all electronic information including CCTV images, on a password & virus protected cloud or physical hard drive, which is only accessible to the Manager or Deputy.

How long do we retain your data?

We retain recordings for 21 days

How is personal information destroyed?

When it is no longer needed –

- CCTV data is recorded over automatically

Your rights with respect to your data

You have the right to:

- request access to your personal data
- request that we delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing or where you wish to withdraw consent.

If you wish to exercise any of these rights at any time or if you have any questions, comments or concerns about this privacy notice, or how we handle your data please contact us by email, telephone or when you visit the setting.

How to contact the Information Commissioner Office (ICO)

If you continue to have concerns about the way your data is handled and remain dissatisfied after raising your concern with us, you have the right to complain to the Information Commissioner Office (ICO). The ICO can be contacted at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or ico.org.uk/

Changes to this notice

We keep this notice under regular review. You will be notified of any changes where appropriate.

6.1d Tapestry privacy policy

The Service

Schools and nurseries pay The Foundation Stage Forum to provide them with a service that allows them to create online learning journals for children under their care and to share them with their staff and, if the school or nursery wishes, the children's parents and relatives.

What data do we collect?

For each school or nursery, we store:

- The name and address of the school or nursery
- The name, email address and telephone number of the person at the school or nursery who pays for our service.

We store this information in order to administer and charge for our service. The school or nursery may then store some or all of the following data on our service:

- The names and email addresses of their staff
- The names, dates of birth and addresses of their children
- The names and email addresses of the parents and relatives of their children
- The contents of a learning journal:
 - assessments of children's performance
 - notes, photographs and videos of the children

The school or nursery stores this information in order to record, analyse and, if they wish, share the progress of their children. The school or nursery has the freedom to choose which of the above data they store, and are able to delete it at will. The school or nursery choose who has access to the data.

In providing the service, we will send automated emails to staff and parents in order to confirm email addresses, reset passwords and notify them of events relating to the school or nursery (such as when a new observation is added about a child). We never send any marketing information, though we do send staff a newsletter about Tapestry.

We ONLY access the data stored by the school or nursery about staff, children or relatives when we have to in order to maintain the service to the school or nursery, or to fix faults.

We collect the following information from visitors to our sites:

- IP addresses
- Information about their web browser and computer
- What pages people look at (e.g., the list of observations), but not the content of those pages (i.e., we could not tell directly from the data whether the list of observations contained information about a particular child, though given time and access to the data above it would be possible to figure that out)

We use this information to monitor the security of our service, to help us figure out how to improve the service (e.g., what browsers should we support? how much capacity should we add?) and to improve the way we market the service (e.g., what search terms were used to discover our site).

We collect the following information from users of our phone and tablet applications:

- The make and model of the device
- The version of the operating system
- Details of any crashes that occur in the application

- What screens people look at in the application (e.g., the list of observations), but not the content of those screens (i.e., we could not tell directly from the data whether the list of observations contained information about a particular child, though given time and access to the data above it would be possible to figure that out)

We use this information to help us figure out how to improve the service (e.g., what causes crashes? which crashes need fixing most urgently?)

We collect a person's email address and the contents of their email when someone contacts us by email or through our support ticket system. We use this information to respond to questions or problems raised by our users.

Who owns the data?

The school or nursery own the data they place in our service. We do not. Formally, in ICO terms, the school or nursery are the “Data Controller” and we are the “Data Processor”.

Who do we share data with?

We do not share data, except as explicitly requested by the school or nursery. If they wished, the school or nursery might give staff, parents or relatives access to data. They might download or print some or all of the data and share it with their staff, parents or the government.

They might transfer some of the data to a different nursery that uses Tapestry. We, the Foundation Stage Forum Ltd, ONLY access the data stored by the school or nursery in order to carry out the school or nursery's instructions, to maintain the service to the school or nursery, or to fix faults.

How do we collect the data?

Most of the data is entered by the staff at the nursery or school directly into our website or through our phone and tablet applications. The nursery may, if they wish, permit parents and relatives of children to add data to the service.

We store cookies on users' computers in order to verify that the user is logged in and to store their preferences. The cookies themselves do not contain any identifiable information about the user or about what they are looking at.

The information about the computers that visit our site is collected by Google Analytics. No information that is stored by the school or nursery on our system is sent to Google (i.e., Google doesn't get to see anything about the staff, parents or children). You can read Google's privacy policy here: <https://support.google.com/analytics/answer/6004245?hl=en>. The information about the make and models phones and tablets that use our applications and the crash reports from when our app crashes is collected by Crashlytics. No information that is stored by the school or nursery on our system is sent to Crashlytics (i.e., Crashlytics doesn't get to see anything about the staff, parents or children). You can read the Crashlytics privacy policy here: <https://try.crashlytics.com/terms>

Can I have my data corrected or deleted?

Yes. The school or nursery can correct or delete the data they store about their staff, children or parents. The school or nursery can correct the information we store about them through their Foundation Stage Forum account. They can also contact us and we will correct or delete it on their behalf. The process of deletion is gradual: initially deleted data is moved to a

'deleted' area in case it was deleted in error. After a delay, it is then permanently deleted from our main systems. After a further delay, it is then permanently deleted from our backups.

What are the school or nursery's responsibilities?

The school or nursery that uses our service has overall responsibility for complying with the Data Protection requirements (or the equivalent in other countries).

When they take out a Tapestry subscription, they agree to our terms and conditions, which are available from within the Tapestry control panel at any time. It is important that the school or nursery have taken care to:

- Think about what information it is appropriate to share with whom, given their situation and that of the children under their care.
- Ensure they have permission from parents or carers for the data they store about them and the way that they use that data.
- Train their staff about sensible security and confidentiality precautions:
- Taking care of passwords
- Taking care not to install software on computers that may compromise security.
- Taking care not to access material from inappropriate places where it can't be kept appropriately confidential.
- Prevent access to Tapestry for parents whose children have been made inactive or have been deleted, unless they have other children at your setting.
- Give parents instructions for keeping the data protected, e.g. by insisting no photos are uploaded to social media sites without the written permission of the parents whose children are depicted in photos, videos or text.

6.2a Clockhouse Preschool's Waiting list and Admissions Policy

Policy statement

We aim to ensure that all sections of our community have access to the setting regardless of their gender, race, disability, religion or belief or sexual orientation of parents through open, fair and clearly communicated procedures and in compliance with our Supporting individual development policies

Procedures

- We operate an equality policy and ensure that all children have access to childcare places and services irrespective of their gender, race, disability, religion, belief, or sexual orientation of parents.
- We ensure that information about our setting is accessible, using simple plain English, in written and spoken form and, where appropriate, provided in different community languages and in other formats on request.
- We ensure that the existence of our setting is widely advertised in places accessible to all sections of the community.
- The manager will seek to determine an accurate assessment of a child and family's needs at registration. If the child's needs cannot be met from within the setting's core budget, then an application for SEN inclusion funding will be made immediately.
- Children with identified needs will be offered a place when one becomes available as with any other child. However, preparations will be made to ensure the child's safety, well-being and accessibility in the setting. In some circumstances this may mean a short delay in the child's start date. If a child's needs determine that adjustments need to be made, the manager will outline a realistic timeframe for completion, detailing the nature of

adjustments. During the preparation period the family and relevant agencies and the local authority must be regularly updated on the progress of the preparations.

- If information is provided by the parents that a child who is starting at the setting is currently, or has been involved with social care, the designated person will contact the agency to seek further clarification.
- At the time of registration, the manager will check to see if a child's family is in receipt of Disability Living Allowance, if so, the manager will ask for evidence to enable us to claim the Disability Access Fund directly from the local authority. If the family is eligible but not in receipt of the allowance, the setting manager will support the family in their application.

Our Waiting list

- We operate a free waiting list, and parents are encouraged to book early for places.
- At the time when a booking is confirmed, a deposit of £50 is necessary to secure the place. This deposit will be offset against the first term's fees.
- Places are offered and can be confirmed at any point during the year.
- In addition, places are offered in the following order
 1. Children already attending the setting who wish to increase or change their hours.
 2. Professional referrals and looked after children
 3. Children with sibling(s) currently at the setting
 4. Children eligible for two-year-old funding
 5. In age order from oldest to youngest in each cohort, with priority being given to children eligible for statutory funded hours
- We will try to accommodate hours needed or if changes to hours are needed but this should be booked as early as possible to avoid disappointment.
- To end or reduce your child's hours, we require 6 weeks' notice.
- All sessions must be booked in advance and any changes or cancellation, must be notified in writing.
- Failure to comply with the terms and conditions (detailed on our Registration Form) may ultimately result in the provision of a place being withdrawn.

6.2b Clockhouse Preschool's Admissions Policy for funded places

OFSTED Number: 2799543

We operate an equality policy and ensure that all children have access to childcare places and services irrespective of their gender, race, disability, religion, belief, or sexual orientation of parents.

Providing government funded places for eligible 2, 3- and 4-year-olds

- We operate a free waiting list, and parents are encouraged to book early for places.
- At the time when a booking is confirmed, a deposit of £50 is necessary to secure the place. This deposit will be returned once the first funding payment has been received.
- Places are offered and can be confirmed at any point during the year.
- In addition, places are offered in the following order
 6. Children already attending the setting who wish to increase or change their hours
 7. Professional referrals and looked after children
 8. Children with sibling(s) currently at the setting
 9. Children eligible for two-year-old funding
 10. In age order from oldest to youngest in each cohort, with priority being given to children eligible for statutory funded hours

Prior to your child attending our setting, you must:

- provide a copy of your child's birth certificate.
- complete and sign a Parent Contract to access funded hours.

My funded offer and charges

All settings registered to accept government funding must have a funded offer for 2, 3- and 4-year-olds.

Fully Funded hours offer;

Term Time Offer: funding claimed over 38 weeks of the academic year.

	U2YOW* 570 hours per academic year	TF2YO* 570 hours per academic year	2YOW* 570 hours per academic year	3&4YO Universal 570 hours per academic year	3&4YO Extended* 1140 hours per academic year
When:	Monday to Friday	Monday to Friday	Monday to Friday	Monday to Friday	Monday to Friday
Offer:	<u>Option 1</u> 9am – 12pm x 5 days = 15hrs per week	<u>Option 1</u> 9am – 12pm x 5 days = 15hrs per week	<u>Option 1</u> 9am – 12pm x 5 days = 15hrs per week	<u>Option 1</u> 9am – 12pm x 5 days = 15hrs per week	<u>Option 1</u> 9am – 3pm x 5 days = 30hrs per week
	<u>Option 2</u> 12pm – 3pm x 5 days = 15hrs per week	<u>Option 2</u> 12pm – 3pm x 5 days = 15hrs per week	<u>Option 2</u> 12pm – 3pm x 5 days = 15hrs per week	<u>Option 2</u> 12pm – 3pm x 5 days = 15hrs per week	<u>Option 2</u> 8am – 6pm x 3 days = 30hrs per week

*Eligibility code required.

6.3 Childcare terms and conditions

The following terms and conditions govern the basis on which we agree to provide childcare and early education services to you.

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. Once you have confirmed the place, a £50.00 deposit payment will be required to hold the place for your child. The deposit will be returned upon payment of the first terms fees, or offset against your first invoice.
- 1.2 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.
- 1.3 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 (2025) and our Ofsted registration regarding the childcare services we provide for your child and will maintain appropriate insurance to cover our childcare activities.
- 1.8 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.
- 1.9 We will endeavour to take care of all belongings brought to preschool but cannot take responsibility for any damage or loss.

2.0 Your obligation to us

- 2.1 You will need to complete and sign this Registration Form for us before your child can start with us.
- 2.2 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.
- 2.3 The Registration Form includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.4 You should read and must abide by our policies, which are available to you on Tapestry, or on our website.
- 2.5 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.6 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.
- 2.7 You must keep us informed of the identity of the people 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.
- 2.8 You must inform us immediately if you are not able to collect your child by the official collection time. You must arrange for another authorised person to collect your child as soon as possible. A late collection charge will be applied. If you fail to collect your child by the official collection time and we have reason to be concerned about your child's welfare, we will contact the local authority.
- 2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.10 You will inform us of any unplanned absence due to illness, by 1 hour after the session start time, at the latest.
- 2.11 You will provide us with at least 6 weeks' written notice during term time, 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 this notice period.
- 2.12 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.
- 2.13 You must not make any social media communications that could damage our business interests or reputation, even indirectly or link us to any political movement or agenda, to defame or disparage us, our staff or any third party; to harass, bully or unlawfully

discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.

3.0 Payment of fees

- 3.1 Our up-to-date fees are published on our website. Funding can be used for all our sessions if you are eligible. We may review these fees at any time but shall inform you of the revised amount at least 6 weeks before it takes effect. If you do not wish to pay the revised fee, you may end this agreement by giving us 6 weeks' notice in writing.
- 3.2 If your child is not eligible, funding is not granted or is withdrawn from your child, you agree to pay the stated fees, in advance and any overtime surcharge within seven days.
- 3.3 Fees must be paid by standing order, bank transfer or in cash, by the due date on a monthly basis.
- 3.4 Payments made after the due date incur a late payment fee of £10, unless agreed in writing by us. In addition, daily interest will be charged on all outstanding amounts at the rate of 3% above the Bank of England base rate.
- 3.5 If the payment of fees is outstanding for more than 14 days, then we may terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.
- 3.6 If you require additional sessions or have been unable to collect your child by the official collection time, we will inform you of the extra amount payable and add these additional charges to next monthly invoice. In the event of late collection of your child, we reserve the right to charge a late collection fee of £20 for the first 15 minutes and £10 every five minutes thereafter. We will raise the applicable charges in the next month's invoice for payment.
- 3.7 No refund will be given for periods when the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and for up to two training days per year to support our continuing professional development for the benefit of children and families; these sessions must be paid for. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.8 Where we offer a reduced fee rate after a child's birthday, that reduction will take effect from the first day of the following term.

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, we shall give you credit for any fees you have already paid for the remaining part of that month.

5.0 Termination of the Agreement

- 5.1 You may end this Agreement at any time, giving us at least 6 weeks' notice in writing.
- 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.
 - 5.2.3 You behave unacceptably; we do not tolerate any physical or verbal abuse or threats towards our staff.
 - 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 we close due to events or circumstances beyond our control (e.g. extreme weather conditions) the session fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. If the closure exceeds three consecutive days in duration (excluding any days when we would otherwise have been closed), we will credit you with an amount that represents the number of days closed after the initial three days.
- 6.2 If you have any concerns regarding the childcare and early education we provide, please discuss them with your child's key person, Alan or Rosie. Your satisfaction with our service is very important to us and any concerns or complaints are dealt with in line with our Making a Complaint Policy.
- 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 Any personal information you supply to us will be collected, processed, and stored in accordance with our privacy policy, the principles of the General Data Protection Regulations and our Confidentiality, Recording, Sharing and Accessing Records Policy.
- 6.5 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.

6.4 Provider records

Policy statement

We have record keeping systems in place for the safe and efficient management of the setting and to meet the needs of the children. These records (including those containing confidential information) are maintained with regard to the framework of the General Data Protection Regulations (2018) and the Human Rights Act (1998).

Procedures

We keep records and documentation for the purpose of maintaining our charity. All records are the responsibility of our management team who ensure they are kept securely, in an

orderly manner and up to date.

These include:

- Records pertaining to our registration, such as the certificate of registration which is displayed.
- Our Public Liability insurance certificate which is displayed.
- Landlord/lease documents and other contractual documentation pertaining to amenities, services, and goods.
- Financial records pertaining to income and expenditure.
- Records of risk assessments.
- CCTV recordings
- Employment records of the provider and all staff including their name, address and contact details.
- Name, address, and contact details of anyone else who will regularly be in unsupervised contact with the children.
- A daily record of all children looked after on the premises, their hours of attendance and their named key person.
- A record of complaints
- health and safety records, including risk assessments, details of checks or inspections and guidance.

6.5 Children's records

Policy statement

We have record keeping systems in place that meet legal requirements; the means we use to store and share that information takes place within the framework of the General Data Protection Regulations (GDPR) (2018) and the Human Rights Act (1998).

Procedures

If a child attends another setting, we aim to establish a regular two-way flow of appropriate information with parents and other providers. Where appropriate, we will incorporate comments from other providers, as well as parents and/or carers into the child's records.

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

Children's developmental records, and other confidential material as required, such as (but not limited to);

- Observations of children in the setting, photographs, and samples of their work
- Summary developmental reports including the child's 2-Year-Old Progress Check
- Common Assessment Framework assessments
- Early Support information including any additional support provided by our setting, for example; support for behaviour, language or development that needs an SEN action plan and records of any meetings held.
- SEN support plans and Education, Health and Care Plan (EHCP) information
- Case notes including recording of concerns, discussions with parents, and action taken.
- Copies of correspondence and reports from other agencies.

These records are kept in the support folder, securely in the cupboard and electronically on Tapestry. They can be accessed, and contributed to, by our staff, the child, and the child's parents.

Children's personal records, including registration information, including (but not limited to):

- Personal details – including the child’s registration form and any consent forms.
- Contractual matters – including a copy of the signed parent contract, the child’s days and times of attendance, a record of the child’s fees, any fee reminders, or records of disputes about fees.
- Child’s health and well-being records – including a record of discussions about everyday matters about the child’s health and well-being with the parent.
- Welfare and child protection concerns – including records of all welfare and protection concerns, and our resulting action, meetings and telephone conversations about the child, an Education, Health and Care Plan and any information regarding a Looked After Child.
- Correspondence—all letters and emails to and from other agencies and any confidential reports from other agencies.

These records are kept in personal files (separately from developmental records) or are kept electronically on management software systems.

These confidential records are stored securely in our locked cupboard, or electronically in a password and virus protected cloud or physical hard drive.

- We read any correspondence in relation to a child, note any actions and file it immediately
- We ensure that access to children’s files is restricted to those authorised to see them and make entries in them, this being our manager, deputy or designated person for child protection, the child’s key person, or other staff as authorised by our manager.
- We may be required to show children’s personal files to Ofsted as part of an inspection or investigation process; or to local authority staff conducting a S11 audit, if authorisation is seen. We ensure that children’s personal files are not viewed by anyone else.
- Parents have access, in accordance with our Confidentiality and Client Access to Records Policy and Privacy Notice, to the files and records of their own children, but do not have access to information about any other child.
- Our staff will not discuss personal information given by parents with other members of staff, except where it affects planning for the child’s needs.
- Our induction programme for all staff and volunteers includes an awareness of the importance of confidentiality.

Archiving children’s files

- We securely archive both hard copies and electronic versions of children’s personal records for three years after they have left the setting. After three years they are destroyed.
- Where records relate to an accident or child protection matter, we archive it for 25 years.
- We store financial information according to our finance procedures for seven years.

6.6 Confidentiality, Recording, Sharing and Accessing Records Policy

Policy statement

In our setting, staff and managers can be said to have a ‘confidential relationship’ with families. It is our intention to respect the privacy of children and their parents and carers, while ensuring that they access high quality early years care and education in our setting. We recognise that parents have a right to know that the information they share with us will be regarded as confidential, as well as to be informed about the circumstances when, and the

reasons why, we are obliged to share information. We recognise that parents may wish to access to any confidential records we hold about them, their child and their family.

We have record keeping systems in place that meet legal requirements; the means that we use to store and share that information takes place within the framework of the General Data Protection Regulations (GDPR) (2018) and the Human Rights Act (1998).

Recording and sharing information procedure

We record and share information about children, their families, and other users of the building (data subjects) in line with the six principles of the General Data Protection Regulations (GDPR) (2018) which are further explained in our Privacy Notice that is given to parents at the point of registration. The six principles state that personal data must be:

1. Processed fairly, lawfully and in a transparent manner in relation to the data subject.
2. Collected for specified, explicit and legitimate purposes and not further processed for other purposes incompatible with those purposes.
3. Adequate, relevant, and limited to what is necessary in relation to the purposes for which data is processed.
4. Accurate and where necessary, kept up to date.
5. Kept in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed.
6. Processed in a way that ensures appropriate security of the personal data including protection against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

In our setting we ensure that;

- parents have access to our Privacy Notice and all our policies when starting their child in the setting
- parents sign our Registration Form to say that they understand the circumstances in which information may be shared without their consent. This will only be when it is a matter of safeguarding a child or vulnerable adult.
- parents have information about the other circumstances when information will be shared (with consent) with external agencies, for example, regarding any special needs the child may have or transition to school.
- staff record concerns and discuss these with our designated person and/or designated officer from the management team for child protection matters.
- staff follow the procedures for reporting concerns and record keeping as set out in our Safeguarding Children and Child Protection Policy.
- the information we share is necessary for the purpose for which we share it, that is shared only with those individuals who need to have it, is accurate and up to date, is shared in a timely fashion, and is shared securely.
- Our Safeguarding Children and Child Protection Policy and Children's Records Policy set out how and where information should be recorded and what information should be shared with another agency when making a referral.
- Guidance and training for staff specifically covers the sharing of information between professions, organisations, and agencies as well as within them, and arrangements for training takes account of the value of multi-agency as well as single agency working.
- Staff know how and when to share information effectively if they believe a family may require a particular service to achieve positive outcomes.
- We record when and to whom information has been shared, why information was shared and whether consent was given.

We are obliged to share confidential information without authorisation from the person who provided it, or to whom it relates, if it is in the public interest. That is:

- when it is to prevent a crime from being committed or to intervene where one may have been committed
- to prevent harm to a child or adult;
 - Where there is evidence that the child or adult is suffering, or is at risk of suffering, significant harm.
 - Where there is reasonable cause to believe that a child or adult may be suffering, or is at risk of suffering, significant harm.
 - To prevent significant harm arising to children and young people or adults, including the prevention, detection, and prosecution of serious crime.
- when not sharing it could be worse than the outcome of having shared it.
- Where consent has not been given and staff have taken the decision, in line with guidelines, to override the refusal for consent, the decision to do so is recorded. The responsibility for this decision-making does not rely solely on an individual but has the back-up of the management team.
- The management team provide clear guidance, policy, and procedures to ensure all staff and volunteers understand their information sharing responsibilities and can respond in a timely, appropriate way to any safeguarding concerns.

Confidentiality

Most things that happen between the family, the child and the setting are confidential to our setting.

- In certain circumstances information is shared, for example with other professionals, social care or the police as part of S17 or S47 investigations
- Normally parents should give informed consent before information is shared, but in some instances, such as if this may place a child at risk, or a serious offence may have been committed, parental consent should not be sought before information is shared.
- Information shared with other agencies is done in line with our Information Sharing Policy.
- We check whether parents regard the information they share with us to be confidential or not.
- Some parents may share information about themselves with other parents as well as with our staff; we cannot be held responsible if information is shared by those parents whom the person has 'confided' in.
- Information shared between parents in a discussion or training group is usually bound by a shared agreement that the information is confidential to the group and not discussed outside of it. We are not responsible should that confidentiality be breached by participants.
- We inform parents when we need to record confidential information beyond the general personal information we keep (see our Children's Records Policy and Privacy Notice) - for example with regard to any injuries, concerns or changes in relation to the child or the family, any discussions with parents on sensitive matters, any records we are obliged to keep regarding action taken in respect of child protection and any contact and correspondence with external agencies in relation to their child.
- We keep all records securely (see our Children's Records Policy and Privacy Notice).
- Some information is kept in a paper file. However, most developmental reports, or letters are typed and stored in line with our privacy notice on Tapestry, or a password and virus protected cloud or external hard drive which is owned and managed by Clockhouse pre-school and only accessible to staff and managers of the setting.
- Our staff discuss children's general progress and well-being together in meetings, but

more sensitive information is restricted to our manager and the child's key person and is only shared with other staff on a need-to-know basis.

- We do not discuss children with staff who are not involved in the child's care, nor with other parents or anyone else outside of the setting, unless in a formal and lawful way.
- Our discussions with other professionals take place within a professional framework and not on an informal or ad-hoc basis.
- Where third parties share information about an individual with us; our practitioners and managers check if it is confidential, both in terms of the party sharing the information and of the person whom the information concerns.

Consent

When parents choose our setting for their child, they will share information about themselves and their families. This information is regarded as confidential. Parents have a right to be informed that we will see their consent to share information in most cases, as well as the kinds of circumstances when we may not seek their consent or may override their refusal to give consent. We inform them as follows:

- Our policies and procedures set out our responsibility regarding gaining consent to share information and when it may not be sought or overridden.
- Parents sign our Registration Form at registration to confirm that they understand this.
- We ask parents to give written consent to share information about any additional needs their child may have, or to pass on child development summaries to the next provider/school.
- We give parents copies of the forms they sign.
- We consider the following questions when we assess the need to share:
 - Is there a legitimate purpose to us sharing the information?
 - Does the information enable the person to be identified?
 - Is the information confidential?
 - If the information is confidential, do we have consent to share?
 - Is there a statutory duty or court order requiring us to share the information?
 - If consent is refused, or there are good reasons for us not to seek consent, is there sufficient public interest for us to share information?
 - If the decision is to share, are we sharing the right information in the right way?
 - Have we properly recorded our decision?
 - Consent must be freely given and informed - that is the person giving consent needs to understand why information will be shared, what will be shared, who will see information, the purpose of sharing it and the implications for them of sharing that information as detailed in the Privacy Notice.
 - Consent may be explicit, verbally but preferably in writing, or implicit, implied if the context is such that sharing information is an intrinsic part of our service or it has been explained and agreed at the outset.
 - Consent can be withdrawn at any time.
 - We explain our Information Sharing Procedures to parents.

Consent to share need only be sought from one parent. Where parents are separated, this would normally be the parent with whom the child resides. Where there is a dispute, we will consider this carefully.

Where the child is looked after, we may also need to consult the Local Authority, as 'corporate parent' before information is shared.

Client access to records procedures

Parents may request access to any confidential records we hold on their child and family

following the procedure below:

- The parent is the 'subject' of the file in the case where a child is too young to give 'informed consent' and has a right to see information that our setting has compiled on them.
- Any request to see the child's personal file by a parent or person with parental responsibility must be made in writing to the setting manager.
- We acknowledge the request in writing, informing the parent that an arrangement will be made for him/her to see the file contents, subject to third party consent.
- Our written acknowledgement allows 40 working days for the file to be made ready. A fee of £25 will be charged to the parent.
- An additional fee may be charged for repeated requests, or where a request requires excessive administration to fulfil.
- Our manager informs our chairperson, and legal advice may be sought before sharing a file
- Our manager goes through the file with our chairperson to ensure that all documents have been filed correctly, that entries are in date order and that there are no missing pages. They note any information, entry or correspondence or other document which mentions a third party.
- We write to each of those individuals explaining that the subject has requested sight of the file, which contains a reference to them, stating what this is.
- They are asked to reply in writing to our manager giving or refusing consent for disclosure of that material.
- We keep copies of these letters and their replies in the child's file.
- 'Third parties' include each family member noted on the file; so, where there are separate entries pertaining to each parent, step-parent, grandparent etc, we write to each of them to request third party consent.
- Third parties also include workers from any other agency, including children's social care and the health authority for example. Agencies will normally refuse consent to share information, preferring instead for the parent to be redirected to those agencies for a request to see their file held by that agency.
- Members of our staff should also be written to, but we reserve the right under the legislation to override a refusal for consent or to just delete the name of the staff member and not the information. We may grant refusal if the member of staff has provided information that could be considered 'sensitive' and the staff member may be in danger if that information is disclosed; or if that information is the basis of a police investigation. However, if the information is not sensitive, then it is not in our interest to withhold that information from a parent. In each case this should be discussed with members of staff and decisions recorded.
- When we have received all the consents/refusals our manager takes a photocopy of the complete file. On the copy of the file, our manager removes any information that a third party has refused consent for us to disclose and blank out any references to the third party, and any information they have added to the file, using a thick marker pen.
- The copy file is then checked by the line manager and legal advisors to verify that the file has been prepared appropriately.
- What remains is the information recorded by the setting, detailing the work initiated and followed by them in relation to confidential matters. This is called the 'clean copy'. We photocopy the 'clean copy' again and collate it for the parent to see.
- Our manager informs the parent that the file is now ready and invites them to make an appointment to view it.
- Our manager and our chairperson meet with the parent to go through the file, explaining

the process as well as what the content of the file records about the child and the work that has been done. Only the person(s) with parental responsibility can attend that meeting, or the parent's legal representative or interpreter.

- The parent may take a copy of the prepared file; but, to ensure it is properly explained to and understood by the parent, we never hand it over without discussion.
- It is an offence to remove material that is controversial or to rewrite records to make them more acceptable. Our recording procedures and guidelines ensure that the material reflects an accurate and non-judgemental account of the work we have done with the family.
- If a parent feels aggrieved about any entry in the file, or the resulting outcome, then we refer the parent to our Making a complaint policy.

The law requires that the information we hold must be held for a legitimate reason and must be accurate. If a parent says that the information we hold is inaccurate, then the parent has a right to request for it to be changed. However, this only pertains to factual inaccuracies. Where the disputed entry is a matter of opinion, professional judgement, or represents a different view of the matter than that held by the parent, we retain the right not to change that entry, but we can record the parent's view of the matter. In most cases, we would have given a parent the opportunity at the time to state their side of the matter, and it would have been recorded there and then.

If there are any controversial aspects of the content of a child's file, we must seek legal advice. This might be where there is a court case between parents, where social care or the police may be considering legal action, or where a case has already been completed and an appeal process is underway.

We never 'under-record' for fear of the parent seeing, nor do we make 'personal notes' elsewhere.

Telephone advice regarding general queries may be made to The Information Commissioner's Office Helpline 0303 123 1113. All the undertakings above are subject to the paramount commitment of our setting, which is to the safety and well-being of the child. Please see also our policy on Safeguarding Children and Child Protection.

6.7 Transfer of records Policy

Records about a child's development and learning in the EYFS are made by the setting to enable smooth transitions and appropriate information is shared with the receiving setting or school at transfer.

Confidential records are passed on securely where there have been concerns, as appropriate.

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

- It is the setting manager's responsibility to ensure that records are transferred and closed in accordance with the archiving procedures, set out below or by the Local Safeguarding Partners (LSP) retention requirements.
- Parents are asked for consent to share this information on joining the setting.

Development and learning records

The key person prepares a transition report on Tapestry, which includes information such as (but not limited to);

- a summary of achievements in the prime and specific areas of learning and development.
- additional languages spoken by the child and their progress in all languages.

- any additional needs that have been identified or addressed by the setting and the child's SEN support plan if appropriate.
- whether early help referrals, or child in need referrals or child protection referrals, were raised in respect of special educational needs or disability, whether there is an Action Plan (or other relevant plan, such as CIN or CP, or early help) and gives the name of the lead professional.
- whether the child is in receipt of, or eligible for EYPP or other additional funding.
- a summary by the key person and a summary of the parents' view of the child.
- the document may be accompanied by other evidence such as photos or drawings that the child has made.

The transition report will be shared with parents prior to transfer.

Transfer of confidential safeguarding and child protection information

The receiving school/setting will need a record of child protection concerns raised in the setting and what was done about them. Parents are asked for consent to share this information on joining the setting, however any records relating to a referral (either due to concerns that a child may be at risk of significant harm or that a child may be in need under Section 17 of the Children Act,) or 'child abuse' will be shared even where consent is withheld.

If a parent wants to see the exact content of the safeguarding information to be transferred, they should go through the subject access request process. It is important that a child or other person is not put at risk through information being shared.

Clockhouse Preschool's Designated Safeguarding Lead will;

- Obtain the name of the receiving setting's Designated Safeguarding Lead (or Deputy) and contact them.
- Scan and encrypt the information to be shared.
- Send the encrypted file via email requesting a receipt and noting who received the information on the concerns log.
- Check the information to be shared for contents and quality, ensuring that any information to be shared is accurate, relevant, balanced, and proportionate.

The information shared will include items such as (but not limited to);

- Copies of the child's summary of concerns
- Copies of all concerns forms
- Where a CAF/early help assessment has been raised in respect of welfare concerns, the name and contact details of the lead professional are passed on to the receiving setting or school, **along with a copy of any** current plan in place due to early help services being accessed.
- Where there has been a S47 investigation regarding a child protection concern, the name and contact details of the child's social worker will be passed on to the receiving setting/school, regardless of the outcome of the investigation.
- Where a child has been previously or is currently subject to a child protection plan, or a child in need plan, the name and contact details of the child's social worker will be passed onto the receiving setting/school, along with the dates that the relevant plan was in place for along with the latest relevant child protection conference/review, or the last core group or child in need minutes.

6.8 Working in partnership with parents and other agencies

Policy statement

We actively promote partnership with parents and recognise the importance of working in partnership with other agencies to promote the well-being of children and their families. This includes signposting parents to support as appropriate.

We believe that parents are children's first and most enduring educators and our practice aims to involve and consult parents on all aspects of their child's development and well-being.

We consider parents views and expectations and ask parents to be involved by supporting the settling of their child, sharing information about their child's needs, likes, achievements and interests, taking part in children's activities and outings, contributing ideas or resources, sharing knowledge and insights about their child and their learning, participating in social activities and events organised within the setting, taking part in committee meetings and consulting about new developments, policies and procedures

We are committed to ensuring effective partnership with other agencies including (but not limited to) local authority early years services, local programmes via children's centres, social welfare departments, child development networks and health professionals, local community organisations and other childcare and early education providers, Ofsted and other regulatory agencies.

Procedures

We believe that families are central in all services we provide for young children. They are involved in all aspects of their child's care; their views are actively sought, and they are actively involved in the running of the setting in various ways.

We work in partnership with local and national agencies to promote the well-being of all children.

Families

We ensure that

- Parents are provided with written information about the setting, including the setting's safeguarding actions and responsibilities.
- Parents are made to feel welcome in our setting; they are greeted appropriately and invited in regularly.
- Every effort is made to accommodate parents who have a disability or impairment.
- We make clear our expectation that parents will participate in settling their child at the commencement of a place according to an agreed plan.
- There is sufficient opportunity for parents to share necessary information with staff and this is recorded and stored to protect confidentiality.
- Key persons support parents in their role as the child's first and most enduring educators. They regularly meet with parents to discuss their child's learning and development and to share concerns if they arise.
- Key persons and the SENCO work with parents to carry out an agreed plan to support a child's special educational needs.
- Key persons and the Designated Safeguarding Lead work with parents to carry out any agreed tasks where a child protection plan is in place.
- We support families to be involved in activities that promote their own learning and well-being in the setting and by informing parents about relevant conferences, workshops and

training.

- Parents are involved in the social and cultural life of the setting and actively contribute.
- As far as possible the service is provided in a flexible way to meet the needs of parents without compromising the needs of children.
- Parents are involved in regular assessment of their child's progress, including the progress check at age two, face to face and via Tapestry.
- Every effort is made to provide an interpreter for parents who speak a language other than English and to provide translated written materials.
- Parental consent is sought to administer medication, take a child for emergency treatment, take a child on an outing and take photographs for the purposes of record keeping.
- Parents' views are sought regarding changes in the delivery of the service
- There are opportunities for parents to take active roles in supporting their child's learning in the setting: informally through sharing their own skills, knowledge, and interests, by helping at sessions, in activities with their child, or through structured projects engaging parents and staff in their child's learning.
- We provide information about the curriculum offered in the setting and about young children's learning, with ideas of how to extend when out in the community and at home.
- We inform parents of the systems for registering queries, complaints or suggestions and we check to ensure these are understood. All parents have access to our written complaint's procedure.

Agencies

- We work in partnership or in tandem with local and national agencies to promote the wellbeing of children.
- Procedures are in place for sharing of information about children and families with other agencies.
- Information shared by other agencies (third party information) is also kept in confidence and not shared without consent from that agency.
- When working in partnership with staff from other agencies, individuals are made to feel welcome in the setting and professional roles are respected.
- Staff follow the protocols for working with agencies, for example on child protection.
- Staff from other agencies do not have unsupervised access to the child they are visiting in the setting and do not have access to any other children during their visit.
- Staff do not casually share information or seek informal advice about any named child/family.
- We consult with and signpost to local and national agencies who offer a wealth of advice and information promoting staff understanding of issues facing them in their work and who can provide support and information for families.
- Settings work in partnership with schools to assist children's transition
- The setting manager actively seeks to forge partnership with local schools with the aim of sharing best practice and creating a consistent approach.

6.9 Working from Home

Policy statement

To assess and plan for your child's learning and development we complete various forms and documents, on paper, on a computer and on our online learning journal site, Tapestry. We prioritise spending time interacting with children, so this assessing and planning is often done by practitioners at home.

This policy and procedure should be read alongside our Privacy Notice, Confidentiality and Client Access to Records Policy and our Information Sharing Policy.

Procedures

Paper documents which may be taken home by practitioners:

- Two-year progress checks (excluding sensitive or personal information)
- School transitions documents (excluding sensitive or personal information)
- Observations (excluding sensitive or personal information)
- Other development records (excluding sensitive or personal information)

Electronic or online documents which may be accessed at home by practitioners;

- Staff members have access to children's observations via Tapestry but are unable to download media from the site. This includes;
- Learning journals
 - Two-year progress checks, school transitions documents and other reports
 - Observations and assessments

Paper documents which may be taken home by members of the management team or committee members with a legitimate need to access them:

- All developmental records
- Registers and attendance information
- SEND information.
- Safeguarding records
- Accident and medication records

Electronic documents stored in a password and virus protected cloud drive, which may be accessed at home by members of the management team or committee members with a legitimate need to access them, include

- Two-year progress checks, School transitions documents and other reports
- Accounting, attendance, invoicing, and funding information
- Electronic documents containing parent/carers and staff information.
- Staff employment records appraisals and supervision records
- Registers and attendance information
- SEND information
- Safeguarding records
- invoice information and documents
- Managers have full access to Tapestry. This includes
 - Observations, assessments, learning journals & personal information
 - Two-year progress checks, School transitions documents and other reports
 - Registers, charges, invoicing and attendance information

Records and data may only be stored securely at home. They are

- not to be left in a car or car boot or anywhere that they can get lost or misplaced
- to be kept away from family members and visitors and not shared with others under any circumstances.

When records are no longer needed, they should be securely shredded, by the practitioner at home, or at pre-school.

Any member of staff that uses the information that is taken home for anything other than the intended purpose will be subject to an investigation under the disciplinary procedure,

reported to Local authority designated officer (LADO) and to the information commissions office (ICO)

6.10 Making a complaint

Policy statement

We believe that children, parents and other agencies are entitled to expect courtesy and prompt, careful attention to their needs and wishes. We welcome suggestions on how to improve our setting and will give prompt and serious attention to any concerns about the running of the setting. We anticipate that most concerns will be resolved quickly, by an informal approach with the appropriate member of staff. If this does not achieve the desired result, we have a set of procedures for dealing with concerns. We aim to bring all concerns about the running of our setting to a timely satisfactory conclusion for all the parties involved.

Procedures

Legislation requires all settings to keep a written record of complaints and their outcome which is to be made available to Ofsted inspectors on request. The record of complaints is a summative record only and will be kept for at least 3 years.

In all cases where a complaint is upheld a review will be undertaken by the trustees to look for ways to improve practice where it is required.

Parents

- If a parent is unhappy about any aspect of their child's care or how he/she feels he/she has been treated, this should be discussed with the child's key person. The key person will listen to the parent and acknowledge what he/she is unhappy about. The key person will offer an explanation and an apology if appropriate. The issue and how it was resolved is recorded in the complaint record. This will also make clear whether the issue being raised relates to a concern about quality of the service or practice, or a complaint. For allegations relating to serious harm to a child caused by a member of staff or volunteer, safeguarding procedures will be followed.
- If the parent is not happy with the key person's response or wishes to complain about the key person or any other member of staff, he/she will be directed to the setting manager. Some parents will want to make a written complaint; others will prefer to make it verbally; in which case the setting manager writes down the main issues of the complaint using a record of complaint form, scans this and keeps it in the complaints file.
- The setting manager will investigate the complaint and provide time to feedback to the parent within 28 days. A confidential written report of the investigation is kept in the child's file if the complaint relates directly to a child. If the complaint is about the setting manager, the setting manager is asked to forward their complaint verbally or in writing to a member of the management committee.
- If the parent is still not satisfied, then he/she is entitled to appeal the outcome verbally or in writing to the management committee who will carry out further investigation and will respond to the parent within a further 14 days.
- If the complainant believes that the matter has not been resolved and there has been a breach of the EYFS requirements they are entitled to make a complaint to Ofsted. The manager will assist in any complaint investigation as well as in producing documentation that records the steps that were taken in response to the original complaint.

- The setting manager ensures that parents know they can complain to Ofsted by telephone or in writing at any time as follows: Applications, Regulatory and Contact (ARC) Team, Ofsted, Piccadilly Gate, Store Street, Manchester M1 2WD or telephone: 0300 123 4666

Agencies

- If an individual from another agency wishes to make a formal complaint about a member of staff or any practice of the setting, it should be made in writing to the setting manager.
- The complaint is acknowledged in writing within 10 days of receiving it. The setting manager investigates the matter and meets with the individual to discuss the matter further within 28 days of the complaint being received.
- An agreement needs to be reached to resolve the matter. If agreement is not reached, the complainant may write to the setting's management committee, who acknowledges the complaint within 5 days and reports back within 14 days.
- If the complainant is not satisfied with the outcome of the investigation, they are entitled to appeal and are referred to the trustees.