



# Terms & Conditions

## 1. General

### *Age of Admittance*

3 years to 11 years of age, setting dependant,

### *Hours of Opening*

Breakfast Clubs are open Monday to Friday from 7.15am/7.30am depending on the setting, Term time only.

Afterschool Clubs are open Monday to Friday until 5.45pm/6pm depending on the setting, Term time only.

Holiday Clubs are open Monday to Friday in the School Holiday periods from 7.30am to 6.15pm. This does not include any Bank Holidays.

### *Changes*

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

### *Change of Details*

You must immediately inform us of any changes to your registration details.

### *Court order*

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

### *Off Premises Visits*

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

### *Mobile Phone*

To ensure the safety and wellbeing of all children who attend our clubs, we enforce a no personal mobile phone usage within our settings. Should you be on your personal mobile phone as you arrive at the club, we ask that you conclude your phone call before entering the premises.

### *Children's Use of Mobile Phones*

Whilst we understand that some children have mobile phones, we do not allow them to use them whilst at the club. If a child has a mobile phone with them we will keep it in a locked cupboard until they leave the session.

The club does not accept any responsibility for loss or damage to mobile phones brought to the club by the children.

Children must not use their mobile phone to take photographs of any kind whilst at the club. If they want a photograph of a particular activity they can ask a member of staff to take one using the club camera/device.

### *Equal Opportunities*

We are an equal opportunities organisation that will never discriminate on the basis of race, colour, sex, gender, religion, national origin, age, disability, marital status, sexual orientation or any other protected characteristic named under the Equality Act 2010..

### *Setting Closure*

The Clubs are closed on public Bank Holidays and around the Christmas period.

If the clubs have to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If we are unable to provide the service to you, you will not be charged for the closure period.

In the event of a snow day/tempest where the host school remains open, Fun 4 Kids will also be operational, therefore normal fees will apply.

### *Complaints or Concerns*

Any concerns should be discussed with the manager or duty manager of the setting at the time. You may also request to speak to one of the senior management of the company if you feel your concern has not been acknowledged. Should you wish to make a formal complaint you are within your rights to do so, this must be done in writing in line with the company's complaint policy. Alternatively any parent or carer is within their rights to make a formal complaint to Ofsted.

### *Employment or Solicitation of Staff*

If, during this childcare contract and for a period of 6 months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any member of our staff who has had contact with your child under this contract, you will be liable to pay us and you will be invoiced a fee of £2,000.00 as payment to us for recruiting and training of a suitable replacement member of staff.

## **2. Medical**

### *Emergency Treatment*

Any child who attends the setting and has an accident whilst in our care, will be given the appropriate level of basic first aid treatment by a trained staff member. This will include the treatment of minor cuts, bumps or bruises.

Any emergency treatment or medical advice will be permitted unless a parent states in writing otherwise. Fun 4 Kids Colchester Ltd does not accept any responsibility for treatment given against parent's wishes if we have not been informed otherwise.

### *Accident Book*

All Parents will be informed and required to sign the online accident form. In the case of a more serious accident or incident a child will be taken immediately to a doctor or the nearest hospital by a member of staff or an ambulance and parents will be informed.

### *Sickness*

Fun 4 Kids Colchester Ltd will make every effort to notify parents should their child become ill at the Club. Senior staff reserve the right to remove the child to hospital in an emergency. Please note minimum exclusion periods apply and must be adhered to. Our policy and guidelines are available from the club manager.

### *Contagious Disease*

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

The Setting reserves the right to refuse to accept children until the setting is satisfied they are not infectious. This is to protect other children from cross infection. The club's exclusion policy is guided by the relevant local Authority.

### *If in doubt*

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

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

### *Antibiotics*

If your child is prescribed antibiotics, please keep them at home until 48 hours dosage has been administered in case of adverse reaction to the medication. Antibiotics and medicines will only be administered by our staff after the child has been taking them for more than 48 hours at home, and only then with written authorisation from their parent. All antibiotics must be prescribed by a doctor.

## **3. Child Protection**

### *Child Protection*

Any child who attends the setting has a right to protection from neglect, physical, sexual or any other abuse and it is our priority to keep children safe from harm whilst in our care. Any safeguarding concern, log or disclosure will be followed through on in line with micro and macro legislation and guidance as well as the company policy.

Fun 4 Kids Colchester Ltd has a full written policy on Child protection which is available from the setting manager.

#### *Delivery of children*

Children should be delivered by parents/carers into the care of a Club Staff Member and entered into the attendance register.

#### *Collection of Children*

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

In addition, a personal visit of introduction by the parents, of anyone who will be collecting the child on occasions is encouraged so we are able to confirm their identity. Alternatively the named individual must bring with them photographic ID and know the designated password for the child.

You are required to inform us immediately if you are unable to collect your child from the setting by the official collection time. All collections must be by an adult over 16 years of age unless a prior agreement has been made in writing.

#### *Social Services*

It is our obligation to require or seek professional advice or actions from the local social services team if we suspect a child is suffering from harm. We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

#### *Behaviour Management*

Fun 4 Kids Colchester Ltd has a written policy on behaviour management which is available from the setting manager. The use of any form of physical chastisement, verbal humiliation, or aggressive handling of a child is not acceptable at the club.

## **4. Property and Premises**

#### *Personal Property*

Fun 4 Kids Colchester Ltd does not accept responsibility for loss or damage of personal property brought on to the premises by children or parents.

#### *Clothing*

Parents are requested to send children in easily washable, clearly labelled clothing which is appropriate to the weather conditions. Please discourage your child from bringing items of value to the setting.

## **5. Food and Drink**

#### *Water*

Fresh drinking water is available to all children throughout their time in the setting. All children will be encouraged by the staff to drink water throughout the session as part of our commitment to offering healthy food and drink options.

#### *Meals & Snacks*

Children will be provided with drinks and breakfast whilst attending Breakfast Club. Children will be provided with drinks and a snack whilst attending After School Club. You must notify us of any special dietary requirements.

#### *Nut Allergy*

As the number of children with nut allergies is increasing with parental support we aim to endeavour to keep the setting NUT FREE. Please do not send your child into the club with Nut based foods.

## 6. Fees

### *Schedule of Fees*

Fees are calculated on a 38 week booking pattern. The current schedule of fees is available from the setting manager.

### *Absence*

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

### *Registration Fee*

We do not currently charge an administration fee. We reserve the right to change this at any time.

### *Sibling Discount*

Where parents have more than one child at the Club, a 10% reduction in fees is allowed for the second and subsequent children. This is applicable only on the booking pattern and does not include extra sessions or additional hours.

## 7. Booking Patterns

Booking patterns are available on a 38 week term time only basis

### *Regular Pattern*

We accept 1 day, 2 day, 3 day, 4 day and 5 day weekly booking pattern or 1 sessions minimum.

### *Shift Pattern*

We can accept a limited 2, 3 and 4 week recurring shift booking pattern. Please contact your club manager to discuss.

### *Changes to your Booking Pattern*

To increase your booking pattern, we require 24 hours' notice subject to availability.

To decrease your booking pattern, you must provide us with twenty eight (28) days' notice in writing or by email to the nursery manager.

Should insufficient notice be given then you will be invoiced for the full childcare fees for twenty eight (28) days' notice from the date of any change as if the hours had not decreased.

### *Additional Sessions*

If Additional Days have been booked, these will be invoiced on the following months invoice. If you book and then cancel, prior to the twenty eight (28) days' notice period, you will still be charged for the day/session booked.

## 8. Payment of Fees

Fees are due monthly in advance in accordance to your booking pattern by the 7th day of each month. We accept payments by Credit Card, Debit Card, Direct Debit, and Standing Order or Online payment method only. We do not take payment by cash. We reserve the right to charge a late fee of £12.50 if we have not received payment by the 7<sup>th</sup> day of each month.

### *Childcare Voucher Payments*

The voucher company pays Fun 4 Kids Colchester Ltd directly. We accept payment by most voucher companies in the UK.

Please ensure all voucher payments are made before the 7<sup>th</sup> of each month as a late voucher payment may be charged.

## 9. Cancellation

### *Termination of Contract*

If you no longer wish to maintain your child's place at the setting you will be required to give twenty eight (28) days' notice in writing or by email to the club manager. We reserve the right to exclude a child from the club for any breach of the childcare contract or policy. We may terminate your childcare contract if your child's behaviour at the setting is deemed by us to be unacceptable or endanger the safety and well-being of staff or other children at the club. Please refer to our Suspensions and Exclusions Policy.

### *Aggressive Behaviour Policy*

Fun 4 Kids Colchester does not tolerate from any person, whether a parent, carer or visitor: bullying; aggressive, confrontational or threatening behavior; or behavior intended to result in conflict. Our Club is a place of safety and security for the children who attend and for the staff who work here. Any breach of this will result in permanent exclusion for the club. See our Aggressive Behavior Policy for more details.

## 10. Non Payment of Fees

If the payment of fees is outstanding for more than 14 days after the 7th of the month this will result in the termination of your childcare contract and the loss of your childcare place. (Unless prior agreement has been made with the club management).

Upon termination of this contract the child shall not be permitted entry to the setting. This shall be regarded as a formal demand for all outstanding monies and we will issue a final invoice and pass this to a debt collection agency for full recovery. In addition, you will be liable for all associated debt collection fees and court costs.