

# **Terms and Conditions**

These terms and conditions are additional to the contract between 'Little Big Learners' and its customers. They are to govern the basis on which we agree to provide childcare services to you.

#### 1 Obligations on 'Little Big Learners'

- 1.1 We will:
- 1.1.2 Provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's childcare is closed). If we change the opening hours of childcare service we will give you as much notice of the decision as possible and, if necessary work with you to agree a change to your child's hours at 'Little Big Learners';
- 1.1.3 Provide you with regular verbal updates as to your child's progress on request;
- 1.1.4 Notify you as soon as possible of any days on which we will be closed.
- 1.1.5 Provide information on any accidents or injuries which may have been sustained whilst in our care. We are obliged to inform Social Services of any child protection or safeguarding concerns about the children in our care.

### 2 Obligations on you

- 2.1 You will:
- 2.1.1 Complete all online details accurately when booking your child's place. Immediately amend any changes to the information you have previously provided on our online booking system:
- 2.1.2 Complete a Medicine Consent Form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);
- 2.1.5 Inform us if your child is the subject of a court order and provide us with a copy of such order on request;
- 2.1.6 Parents/carers must notify staff of any injury sustained by their child outside the club in order to establish the iniury did not occur whilst in our care.
- 2.1.7 To provide the club with any information regarding people who are permitted to collect your child. They will not be permitted to leave the club with anyone other than those identified as the main contacts without prior arrangement. Proof of identity will be required and a password may be requested. If we are not reasonably satisfied that an individual is allowed to collect your child we will not release your child into their care.

#### 3 Bookings & Contracts

- 3.1 Bookings and Contracts must be placed on our KIDS CLUB HQ booking page.
- 3.2 Customers must create their own account to manage their bookings and provide important details.
- 3.3 Only sessions published on the booking page are available to book.
- 3.4 Children can be collected earlier that their session finish time if required.
- 3.5 The minimum session duration is 1 hour except some morning sessions which are individually priced.
- 3.6.NEF Hours booked at Little Big Learners do not follow our 7 Day Cancellation Policy (outlined below). Bookings can only be placed on a Contract Agreement and following the completion of the Parent Declaration Form. Any hours not used are non-refundable (nor made available for use on another occasion).
- 3.7 Regular NEF hours must be agreed prior to attending. Customers can book additional hours at Little Big Learners but they will be invoiced separately.
- 3.8 NEF Hours are available at the following times but are subject to availability.

**TERM TIME:** Monday - Friday, 7.30 or 8am -9am

Monday – Friday, 3-6pm **SCHOOL HOLIDAYS:** Monday – Friday, 8am-6pm (Stretched Funding Only)

## 4 Payment & Additional Charges

- 4.1 Our fees are based on an hourly fee which shall be notified to you in advance of your child starting (via our online booking system). We may review these fees at any time but shall inform you of the revised amount at least 1 month before it takes effect.
- 4.2 Children collected after the collection time booked will incur the following charges:
  - \* Children picked up late before 6.00pm = You will be charged for each subsequent hour entered.
  - \* Children picked up after 6.00pm = £5.00 every 15 minutes.

Please inform staff if you expect to be late. Any charges generated from late collection will be provided via email on an amended invoice generated by Kids Club HQ.

If a child has not been collected and contact has not been made by 6pm then a 5 minute allowance will be given before a parent/carer is contacted via the number(s) provided.

If however, there is no contact with staff by 7pm social services duty team will be contacted on 01905 768020 (out of office hours - covers whole country). It may also be necessary to contact the police on 0300 333 3000 (this is the non emergency number for the West Mercia Constabulary).

- 4.3 Payment of childcare should be made in advance. Pre-booked contracts and ad-hoc bookings are expected to be paid 7 days prior to the start date to secure your place(s). Unpaid pre-booked sessions may be released to someone on the waiting list.
  - 4.3.1 All Ad-hoc Bookings will be reviewed on a Friday at 12pm weekly. Any bookings that are showing as unpaid for the following week (Monday to Friday) will be removed from the system so that additional children can book on over the weekend. Accounts with bookings being removed due to non-payment will be locked-out for 7 days for placing further Ad-hoc bookings. This also applies to holiday bookings. Ad-hoc bookings that are removed on three occasions will see all future bookings removed and their account locked.
  - 4.3.2 Contract Bookings will be reviewed on a Monday morning each week. Any bookings that are showing as unpaid for the week in question will be sent a reminder to pay. If payment has not been received by the following Monday a charge of £2.50 will be added per session that is still outstanding. Contract bookings that are still outstanding for three weeks will have their future bookings removed from the system and their contract terminated. The debt recovery process will be initiated as outlined in 4.4.
  - 4.3.3 Any ad-hoc bookings placed as a late booking (eg. during the weekend prior or week in question) will have until the following Monday morning (Monday of the week following the session booked) to clear the payment. After this time frame a £2.50 service charge will be added to each session booked that remains outstanding. Accounts will be locked until payments are received. The debt recovery process will be initiated as outlined in 4.4 if applicable.
- 4.4 If outstanding fees are not paid following 30 days of the child/ren having started attending or were due to attend (please see our cancellation policy) the booked session(s) on the invoice, we shall add a daily interest rate of 8.5% plus £40 admin fee to the customer. If the bill is outstanding following 60 days of the child/ren having started attending the booked session(s) we will revert the case to BFL Solutions Ltd for the recovery of Debt. The customer shall incur the full cost of instructing BFL Solutions Ltd to recoup money owed.

#### 5 Cancellations & Suspensions

- 5.1 If you wish to cancel your child's place, 7 Full days notice is required (before the session start time) for there to be no charge. Any money owed for cancelled pre-booked places will be credited to the customer account and will be applied to any future invoice(s) generated via our online booking system. For a full refund this must be requested via email when cancelling the session.
- 5.2 We have the right to exclude your child if your child is unwell or suffering from any contagious diseases. If your child falls ill during the session we would appreciate your co-operation in collecting your child promptly. 48 hours is the duration in which we cannot accept children into our setting if they have suffered from sickness, diarrhoea, conjunctivitis or any other highly contagious illness. We also reserve the right to summon whatever medical attention thought necessary in an emergency or case of severe illness.
- 5.3 We may suspend the provision of childcare to your child at any time if:
  - \* You have failed to pay any fees;
  - \* Your child's behaviour at the childcare service is deemed by us to be unacceptable or endangers the safety and well being of the other children, The suspension shall continue whilst we try and address these problems with you. Please see our **Behaviour Policy** for more information.

If your child is suspended partway through a month, under the conditions stated above, we shall give you a credit for any fees you have already paid. This credit may be offset against any sums payable by you to us.

#### 6 General

- 6.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so with or without your consent and/or without informing you.
- 6.2 If 'Little Big Learners Ltd' has 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 or reimburse costs attached to the session(s) in question.
- 6.3 We carry a wide range of toys and equipment at 'Little Big Learners' and if your child brings toys with them we accept no responsibility for any loss or damage to those toys. We cannot accept responsibility for any lost item of clothing. All items of clothing should always be named.
- 6.4 At Little Big Learners we do not tolerate threatening, abusive or insulting words or behaviour towards our staff. This is set out within Section 4 of the Public Order Act 1986 which details: uses towards another person threatening, abusive or insulting words or behaviour, or distributes or displays to another person any writing, sign or other visible representation which is threatening, abusive or insulting,