

# Crazy 4 Kids Ltd Terms & Conditions April 2023



These Terms and Conditions govern the basis on which we agree to provide Early Education & Childcare services to you; they state Crazy 4 Kids' Obligations and Your Obligations.

## 1. Obligations on Crazy 4 Kids Ltd – we will

- 1.1. Inform you as soon as possible, as to whether your application for a place for your child at Crazy 4 Kids has been successful.
- 1.2. Provide the agreed services / sessions on the agreed days (subject to any setting closure dates or circumstances out of our control).
- 1.3. Be as flexible and as accommodating as we can regarding any requests for changes in days, hours, or sessions.
- 1.4. Provide you (or your representative) with daily feedback on how your child has been, whenever they have been in our care.
- 1.5. Notify you as soon as possible of any unexpected days we may be closed, i.e. snow days.
- 1.6. Try to make available any sessions, for siblings to any of your children already attending; this will be strictly subject to availability.
- 1.7. If we are unable to fulfil a request for a place, you will be offered a place on the waiting list. Places on the waiting list will be allocated firstly to those requiring a full-time place and subsequently to those requiring part time places.
- 1.8. We will notify you in writing one month in advance, of any changes to the Terms & Conditions of how we offer this service and / or any changes to your fees or how we calculate your fees.

## 2. Obligations on You

- 2.1. Before your child starts with Crazy 4 Kids Ltd, you will complete in full an Admission's Form and all 'other' relevant forms, i.e. funding, medical, etc.
- 2.2. Inform us immediately of any changes to your contact details, circumstances, or requirements.
- 2.3. Complete a **Medication** Consent Form if you require our staff to administer any medication to your child either prescribed or 'over the counter' whilst they are in our care. In line with our medication policy.
- 2.4. Immediately inform us if your child is suffering from any contagious disease; you will be asked to keep your child at home until they have recovered. **We reserve the right to refuse entry if your child appears unwell.**
- 2.5. Keep us informed of the identity of the persons who will be collecting your child. If the person collecting your child is not known to us, we will require proof of identity and a password to be given before we release your child.
  - 2.5.1 We will not release your child to any person who states they are a parent or carer if they are not known to us and not on the admission form.
- 2.6. We will not release any child into the care of someone under the age of 16 years.
- 2.7. Inform us if your child is subject to a Court Order and provide us with a copy of such order upon request.
- 2.8. Inform us immediately if you are unable to collect your child by the end of your booked session. A late collection fee will be added to your account in line with our Late Collection Policy.
- 2.9. Inform us at least 24 hours before that your child will not be attending.
- 2.10. Give at least four weeks' notice in writing to cancel your child's place or to make any changes to your child's regular attendance, i.e. changes to days / hours, etc. This must be sent via email to your settings address and not given via FAMILY
- 2.11. Any reduction in hours or days attending, given with less than four weeks' notice will still be liable for full payment until 4 weeks has expired.
- 2.12. All holiday Club places are payable in advance and will have the Invoice generated upon booking.
- 2.13. Holiday club places once confirmed, cannot be exchanged, cancelled, or refunded without 4 weeks written notice given.

## 3. Payment & Fees

- 3.1. Fees are charged either on a daily, sessional, or hourly basis and charged monthly in advance.

Head Office: Crazy 4 Kids Ltd, 400 Pavilion Drive, Northampton Business Park, NN4 7PA

E: [info@crazy4kids.co.uk](mailto:info@crazy4kids.co.uk)

Company Registered in England and Wales 06770046.

- 3.2 Invoices are due for payment by the 1<sup>st</sup> of the month of use.
- 3.3 Failure to pay your invoice by the due date will incur a £25 Outstanding Balance Fee and may result in your child's place being suspended and / or cancelled. If a place has been suspended and / or cancelled, and the setting has a waiting list, your child's place may be allocated to the next child on the waiting list.
- 3.4 Crazy 4 Kids' reserves the right to pass on to our Debt Management Company any fees outstanding after 60 days, and you will be liable for any additional fees incurred.
- 3.5 All payments made by you to Crazy 4 Kids Ltd must be made electronically directly into our bank account.
- 3.6 Any additional sessions booked after the monthly invoice has been generated, will result in a new invoice being issued.
- 3.6a 'Ad hoc' bookings must be paid at the time of booking or before the day of attendance.
- 3.6b External specialist services that are introduced to extend or enhance children's learning or skills such as Sports coaching or Languages will be charged on your invoice. These services will be introduced only after consultation and confirmation by yourselves.
- 3.7 No refund will be given for any period of absence by your child due to illness, family holidays, school trips or outings.
- 3.8 If we have agreed a payment plan with you and you fail to make payments as agreed; the full account will become due.
- 3.9 Reception Class Children will be invoiced from the beginning of the September term, regardless of any school 'staggered' entry procedures. We cannot guarantee or confirm a place unless this is agreed.

#### **4.Suspension or Cancellation of Your Child's Place** – your child's place may be at risk if:

- 4.1 You have failed to pay your fees on time.
- 4.2 Your child's behaviour whilst in attendance, is deemed by us, as unacceptable or endangers the safety and / or well-being of themselves or others, including children and staff.
- 4.3 Your behaviour, either verbally in person or written, toward any Crazy 4 Kids' member of staff, child in our care or a Parent, is deemed to be abusive or aggressive.
- 4.4 You willingly engage in discussions, either within groups, individually, electronically, online or in person, that could be deemed threatening to a Crazy 4 Kids' Ltd employee, child, or parent. To blatantly make false representation bringing the company into disrepute.
- 4.5 If the period of suspension exceeds one month, either party may terminate the contract by giving written notice with immediate effect.

#### **5. Termination of your Contract with Crazy 4 Kids Ltd**

- 5.1 If you no longer require the services of Crazy 4 Kids Ltd you may cancel your place by giving four weeks written notice.

##### **We may immediately end this contract without notice if:**

- 5.2 You fail to pay your fees and have become uncontactable and are not responding to any of our efforts to communicate with you.
- 5.3 We take the decision to close the setting down due to low occupancy or loss of premises; we will give as much notice as possible of such a decision.
- 5.4 We suffer any insolvency.

##### **You may immediately end this contract without notice if:**

- 5.5 We have breached any of our obligations under this agreement and we cannot put right that breach within a reasonable period, after you have drawn it to our attention.

#### **6. Employment of Crazy 4 Kids Ltd Staff**

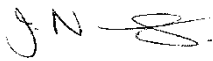
- 6.1 If, during your Contract with us and for a period of 6 months after it was terminated, directly or indirectly employ or otherwise engage the services of any member of the Crazy 4 Kids' Ltd Staff that has had contact with your child and allow or permit any

childcare services to your child, you shall be liable to pay Crazy 4 Kids Ltd 20% of the gross annual salary of that member of staff at the time of their leaving. This figure represents the costs to us of recruiting a suitable replacement member of staff.

## 7. General

- 7.1 We have an obligation to report any instances where we consider that a child may be at Risk of Harm (Child Protection) through neglect or abuse to the relevant authorities. We may do so with or without your consent and with/without informing you.
- 7.2 If the setting that your child attends has to close, or we make the decision to close due to events or circumstances out of our control we shall be under no obligation to provide alternative childcare facilities for you or refund any fees. If the closure exceeds 3 consecutive working days in duration (excluding any days that your setting would normally be closed), we will credit you with an amount that represents the number of days your setting is closed in excess of the 3 days.
- 7.3 We reserve the right to close for one company training day per annum to allow staff access to essential training. We are under no obligation to provide alternative childcare facilities for you or refund any fees.
- 7.4 We reserve the right to close for 2 weeks during the Summer Holidays (weeks 3 &4) and the period between Christmas and New Year. You will be informed of these dates by the 30<sup>th</sup> September of each school year. You will not be charged during these dates.
- 7.5 If you should have any concerns over the services that we provide, please discuss this in the first instance with your Setting Supervisor / Manager. If it cannot be resolved this way, please follow the company complaints procedures.
- 7.6 Crazy 4 Kids Ltd is not responsible for any loss or damage to children's clothing, toys or equipment brought into any of our settings from home.
- 7.7 In the interest of keeping all children 'Safe' we request that children do not bring any devices into a Crazy 4 Kids setting that can access the internet without WIFI or can take photographic images. Any such items found in their possession will be placed in the office and given back to the child at the end of the session.
- 7.8 Mobile phones and smart watches that are connected to the internet or able to take photos are not allowed in any of our settings. Visitors are requested to sign in their mobile phone/smart watch at the office and to collect it upon leaving the premise.
- 7.9 Any person dropping off or collecting a child who is taking a call and / or has a phone visibly in their possession will be asked to remove themselves from the premises or to put the phone into a pocket until they have collected the child and vacated the premises. It is an Ofsted / Child Protection requirement that you are not on your phone at the time of dropping off or collecting your child. We thank you for your co-operation in keeping all children safe.

For more information or for further clarification please consult your Admissions Administrator or Setting Manager.

Registered Provider Signature Julie Norris		Date: 1 April 2023
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Please sign and return the slip below to show that you have read and agree to these Terms & Conditions.

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By signing below, you are agreeing to these Terms & Conditions.

Child's Name:	Parent / Carer Name:	Date:
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Signature of Parent / Carer:

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