TERMS & CONDITIONS

These Terms & Conditions outline the legal partnership between you and us. Please read them carefully before signing the contract which should be returned to Head Office.

These pages should be retained by parent.

First 4 Kids Privacy Statement

First 4 Kids respects the privacy of our customers. We are required by law to gather personal and sensitive information about children attending our services and their families to ensure the wellbeing of the children.
The information you provide to First 4 Kids will be securely held:

- Electronically on a certified, encrypted server with restricted access
- Paper copies in locked cabinets with restricted access.

We will only share information with your permission or if we are legally required to do so eg by court or for child protection reasons.
First 4 Kids will not hold information for any longer than we are required to as stated in our retention of records schedule.
We will use the information gathered to support your child and to keep you informed about First 4 Kids and any changes to the service we provide. This may be by email, text, phone or post.
You will be asked to review the information we hold every 6 months, this is to ensure we have up to date accurate information which is particularly important if we need to contact you urgently. Your information is reviewed and updated using our Parentzone app.

PLACEMENT

A place at First 4 Kids is offered for school aged children.

A Booking Form and Registration Form must be completed for every child. Once the Registration Form has been processed and the deposits are in place you will receive a confirmation letter and your child's Security Number. You will also receive a link to our Parentzone app which is required for the purpose of picking your child up from the club (or dropping off at the breakfast or holiday club).

The offer of a place is subject to a one month trial for parents to ensure the service suits the child and for the service to understand if it can meet the needs of the child.

You are also required to pay an annual administration fee.

The service offers four types of place:

Permanent Place ~ The same days are booked every week/month and because a deposit is paid then this is a guaranteed place therefore all absences must also be paid for.

- Each child is allocated the same days every week (from one day up to a full week).
- A Waiting List will operate when all places are filled.

- Priority will be given to existing service users.
- Care cannot be offered to a child absent from school through illness or exclusion.
- Additional days can be booked and will be treated as an occasional place.

One month's notice must be given on termination/alteration of a Permanent Place and fees must be paid for this period. Your child's place is available for use until the termination date.

Occasional Place ~ Dates are requested as and when required by parents but place is not guaranteed. These places are paid for in advance when booked. These places are booked using our Parentzone app.

- Places are limited and subject to availability.
- Places are not guaranteed (there may be dates where we cannot provide care).
- Places will be allocated on a first come first served basis and only if available.
- Dates requested will be confirmed if available or not available each **Thursday** the week before care is required (when Registers are prepared). Confirmation is sent through our Parentzone app.
- Care cannot be offered to a child absent from school through illness or exclusion.

Student Place ~ There are a small number of places that are allocated at a student rate. These are treated the same as Permanent Places.

Holiday Place ~ Dates are requested, on a Holiday Booking Form, as and when required by parents. Payment is made at the same time as the request.

- You do not have to attend term time to become a Holiday User. Your child will be entered onto our Holiday Database and the relevant Holiday Booking Forms will be sent to you in advance throughout the year.
- If you email us your booking form we will reply so you know we have the form.
- Places will be allocated on a first come first served basis.
- All dates are considered "booked" after the closing date; any cancellations or absences after the closing date will not be refunded. Extra dates can be added after the closing date if spaces are available.
- Confirmation of places booked will **not** be issued; we will only contact you if the requested place is **not** available.

PAYMENT

- A refundable deposit is payable at the time of allocation of a **Permanent Place**. This deposit will be returned within 14 working days after leaving the club, when account is paid in full.
- Invoice Period is for a full month in advance.
- Invoices will be issued on or as near as possible to the 15th of the previous month. **ALL INVOICES MUST BE PAID BY THE FIRST OF THE MONTH**. Invoices and balances can be reviewed on our Parentzone app.
- Please arrange for all payments to be with us by the due date (please note bank payments and childcare vouchers may take up to five days; therefore must be processed before the due date).
- First 4 Kids issue invoices on the 15th of a month to be paid by the 1st of next month for that next month fees. (i.e. all fees are paid in advance). If you join First 4 Kids after the invoices have been issued you are required to pay in advance for any childcare up to the 1st of the next month. This ensures all payments follow the invoice cycle.

- All payments should be made through the bank either by bank transfer or bill paying, every month. Pay using the sort code: 80-22-60 acc no. 17670769 and the identifier shown on your invoice (example MCIN12). We also accept childcare vouchers. We do not accept cash payments
- **Occasional Places** –Places *MUST* be paid for when booked. Any dates requested which have been confirmed as available by First 4 Kids and then cancelled by the Parent/Carer, will still incur the charge.
- **Holiday Places** are payable at the time of booking and are non-refundable. The relevant Holiday Booking Form must be completed and payment made.

SUSPENSION

We may suspend the provision of childcare and add on one month's notice at any time if:

- Payment is not received by the due date and no arrangement to pay has been made with Head Office.
- Your child's behaviour at club is deemed by us to be unacceptable or endangers the safety and well-being of the other children or staff. We will continue to address these issues with you while the suspension is in place.
- You behave unacceptably, as we will not tolerate any physical or verbal abuse towards the staff or children in our care.
- Childcare will only be re-instated when the account is up to date.
- However if the problem re-occurs then childcare will be terminated.
- Any unpaid debt will be passed to our Debt Collection Agency or the Sherriff's Officer. Any additional costs this incurs will be the Parent/Carer's liability.

ABSENCES

- If the child is absent for whatever reason including illness and holidays taken during term time, fees are still payable for that period.
- If absence is long term (longer than 4 weeks) the place will only continue at the Manager's discretion and a retainer fee may be introduced.
- Fees are still payable for your place, for any instance up to three consecutive days, when sites are closed due to circumstances not within our control (i.e. bad weather/industrial action). If this lasts for four days or more then a 50% reduction will be refunded for those days on the following months invoice. All efforts will be made to arrange alternative childcare and this may incur additional costs.

"PARENT/CARER"

The "Parent/Carer" according to First 4 Kids is the person who signed the contract and is therefore the person who is liable for the fees. The invoice will be payable by the "Parent/Carer" and First 4 Kids will only pursue the "Parent/Carer" who signed the contract, regardless of personal and family circumstances.

Note: If both parents normally pick up children then both parents will continue to be allowed access to children unless we are instructed otherwise by solicitor's letter.

Our Obligation To You

We will:

1. Inform you as soon as possible if your application for a place has been successful.
2. Provide a link and log in to our Parentzone app.
3. Provide the agreed childcare for your child.
4. Provide safe, enjoyable play experiences for your child.
5. Provide a security code in the event someone unknown to the staff is collecting your child.
6. Inform you of any changes or closures through newsletters, telephone, web page, Facebook, Twitter or radio.

7. Try and accommodate any changes or requests you make.
8. Enable you and your child to participate in decisions about the club.
9. Take reasonable care of your child and their possessions.
    - *Children are not allowed to use mobile phones at the Club for calls, videos or photos. Any personal items taken to the club will be the child's own responsibility. First 4 Kids will accept no responsibility for lost or broken property.*
10. Telephone the people in the order on the contact list if the child is missing, unwell or has had an accident.
11. Try to make available spaces for any other children you may have.
12. Conduct your account in a business like manner adhering to data protection and access to information laws.
    - *However all information about your child can be passed to the appropriate services if staff are sufficiently concerned about their welfare. We do not have to consult with you. Our child protection policy is available to all parents.*

Your Obligation To Us

You will:

1. Complete the Registration and Deposit Forms.
2. Pay your annual administration fee.
3. Pay invoice on time.
4. Use our Parentzone app to view account balance, book extra days and sign children out.
5. Inform us of any medical information or dietary requirements.
6. Complete a Medication Consent Form if you require your child to be administered prescription medication.
7. Provide an alternative contact number, in the event we cannot contact you in an emergency.
    - *Any contacts listed **must** be able to pick up your child when necessary. Any changes to contact information must be notified to the Head Office as soon as possible.*
8. Inform our Head Office if your child is going to be absent from school, to avoid staff searching for a missing child.
9. Inform us if you are going to be late picking up your child as staff cover may have to be arranged.
10. Provide essential equipment – They may be excluded from some activities if they do not have the correct equipment.
    - *All children should have a pair of soft shoes for gym hall activities. In the holidays they should also wear play clothes as they may take part in messy activities.*
11. Take responsibility for any personal property brought to the club.
12. Communicate and share information that is pertinent to your child's care.

If you have any concerns about the services we provide, please discuss these with a Co-ordinator. If these concerns have not been resolved to your satisfaction please contact the Area Manager at the Head Office 01324 473325. If they remain unresolved address your complaint to the Chief Executive Officer at Head Office. If you are still not satisfied please contact Care Inspectorate, Springfield House, Laurelhill Business Park, Stirling FK7 9JQ Tel: 01786 406363. You can bypass one or all of these steps at any time.

Photographs will be taken at First 4 Kids. If you do not wish your child's photograph to be used for external purposes please let us know. Whilst attending First 4 Kids the staff may organise short trips off site to a local park for instance, they will always leave

a notice on the door with a contact phone number should you arrive to pick your child up and they are not there. First 4 Kids has a sun protection strategy which includes the application of sunscreen if you wish your child to have their own sunscreen please let staff know, otherwise all children will have our sunscreen applied when necessary. If your child has an accident or becomes unwell and needs medical attention we will always try to contact you, however if this is not possible our staff will accompany your child and give medical staff all available information we have. Staff will stay with your child until you arrive.

By signing the Contract and Registration Form you agree to these Terms & Conditions.

You must also declare your consent with regard to First 4 Kids Privacy Statement and the collection and use of personal and sensitive information.