

# Terms and Conditions



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**All users of Kids' City must comply with our terms and conditions in order to use the service.**

## 1. Registration

1. All children must be registered in order to use any Kids' City service.
2. Children's registration must be completed using our online booking system.
3. Account holders must keep their child's registration information (such as contact details, classroom name, collector's details, emergency contacts and the child's needs) up-to-date to inform Kids' City of any changes.

## 2. Bookings

### a. Regular Service

1. Kids' City regular service requires children to be booked on the same day, every week, from the time of the booking until the end of term. Cancellations and changes are charged with an administration fee, see sections 9 and 10 for further details and appendix for charges.
2. The regular service is designed for families with predictable childcare needs.
3. The regular service is discounted providing that the same days are booked every week throughout a term.
4. The regular service must be booked by the account holder using the online system.
5. Bookings for the regular service do not roll over from one term to another. Bookings are on a termly basis.

### b. Superheroes Service

1. Children must be registered with Kids' City and have an active account with no overdue outstanding balance in order to use Superheroes service.
2. Kids' City Superheroes is designed for families who require greater flexibility and do not require the same days every week or families who require ad hoc places or emergency care at short notice.
3. Superheroes must be booked by calling the Superheroes hotline number 020 8678 5959.
4. Superheroes places are not discounted and must be paid at the time of booking.
5. Superheroes can be booked, up to 3pm on the day that the childcare is needed.
6. Superheroes bookings are non-refundable and non-transferable.
7. Superheroes cannot be booked on site with the Centre Manager.

### c. All Services

1. By completing a booking, the account holder confirms that they agree with the terms and conditions.
2. Account holders must ensure that all payments are completed by the due dates.

### d. Notice Period (Booking In Period for Term and Holidays)

1. Kids' City has a booking in period which closes at midday on the second Friday of each new term.
2. Holiday playscheme "advance" online bookings close at midday on the Friday, a week before playscheme starts, applied on a weekly, rolling basis. However, places can be booked on the day, at the site, subject to availability and a gate rate is charged, see website for further details.
3. During the "booking in" period, Kids' City requires **three** working days' notice before a child can start using the service on a regular booking.
4. After the "booking in" period, Kids' City requires **five** working days' notice before a child can start the service on a regular bookings.
5. If urgent childcare is needed before a regular booking starts, the Superheroes emergency service can be used.

6. If a child who is registered with us accesses the service without a formal regular booking or without payment, Kids' City may refuse to include the child for the session and they will be taken to the school reception.
7. If a child who is registered with us but does not have a formal booking or payment is allowed to attend the session (as an exception during the booking in period only) this will be recorded as a Superhero place and the fee for this will become due for immediate payment.
8. If a child attends who is not known to us and does not have a formal booking or payment we will refuse their entry to the club and they will be taken to the school reception.

#### **e. Term Time Periods**

1. Kids' City runs services during the term time periods as follows:
  - a. Autumn term – September to December
  - b. Spring term – January to March
  - c. Summer term – April to July
2. In order to access the service bookings must be made by the account holder each term.

#### **f. Holiday Periods**

- a. Kids' City usually runs a holiday playscheme during all periods except the last week of August and over Christmas/New Year.
- b. The playschemes run during these periods:
  - a. February (spring) half term – one week in February
  - b. Easter – two weeks in March/April
  - c. May (summer) half term – one week in May
  - d. Summer holidays – five weeks in July/August
  - e. October (autumn) half term – one week in October

#### **g. INSET Days**

- a. INSET Days are not chargeable and are not included in the programme.
- b. If, for any reason an INSET day has been included on a programme (for example where the date was unknown at the time the programme was planned) this will be cancelled and a credit issued to the account where it is due

#### **h. Collection Time**

All children must be collected on time:

1. After school clubs – children must be collected by the advertised closing time of the club at 6pm.
2. Holiday playschemes – children must be collected by the time that the confirmed booking states (either 3.30pm or 6pm).
3. Late collection – if children are collected late from any service there is a late collection fee for each half hour or part of, see table of charges.
4. Where a late collection fee is incurred an invoice will be added to the online account in respect of the late fees due.
5. Invoices for late fees should be paid within 48 hours using Kids' City online booking system.
6. Where an account has outstanding invoices in respect of late fees, no further bookings will be allowed.

#### **h. Payment Methods**

##### **a. Debit and Credit Cards**

1. Payment can be made by any debit or credit card except American Express.

2. There is no charge for payment by debit card.
3. We pass on the cost of credit card charges which (at the time of going to press) are:
  - Personal credit cards 2%
  - Premium credit cards 3%
  - Business credit cards 3.25%

#### **b. Childcare Vouchers**

1. We accept childcare vouchers to help parents benefit from tax-free childcare. There is a handling charge for each voucher transaction.
2. Payment schedules for childcare vouchers are fixed and must be made as follows:
  - a. Vouchers must be paid over a maximum of three months
  - b. First voucher payment must be received three days before a child is due to start attending
  - c. Second voucher payment must be received by the 15<sup>th</sup> (fifteenth) day of the second month of term
  - d. Final voucher payment must be received by the 15<sup>th</sup> (fifteenth) day of the third month of term
3. All fees incurred during a term must be paid in full at least two weeks before the end of term or late payment fees will be charged according to the current tariff, see appendix.
4. Voucher payments must be received by Kids' City on the due date or late payment fees will be charged according to the current tariff.
5. For holiday playscheme, voucher payment must be received before the child starts using our service.

#### **c. Cash**

1. We do not accept cash payments for regular bookings. In exceptional circumstances we can accept cash for playscheme, although card payments are advised.

#### **d. Direct Debit and Standing Order**

1. We are unable to offer Account Holders the option to pay by direct debit or standing order because of the high cost to Kids' City in administering these types of payments.

#### **i. Payment Terms**

1. After School and Breakfast Club fees can be paid in full at the start of term or by monthly card instalment plan.
2. Holiday playscheme fees must be paid in full in advance (the service can be booked weekly), unless paying for use of service on the day, in which case, payment will be taken on site (at the gate rate).
3. Monthly payment instalments can be made over a maximum period of three months providing the booking has been made at the start of term.
4. Monthly payment instalments can be made over a maximum period of two months if the booking is made mid-term.
5. Monthly payment instalments are not available where a booking has been made in the last month of term and the fees must be paid in full at the time of booking.
6. Fees for all bookings and additional charges must be paid in full at least two weeks before the end of term.
7. Payment instalments must be set up by the Account Holder at the time of the booking in order for payments to be taken automatically (by recurring card payment) in equal amounts on the

same date each month that the Account Holder chooses. This is completed at the checkout stage of the booking.

8. Bookings will be cancelled if:
  - a. The first payment is declined or not received within 24 hours of booking
  - b. A monthly payment instalment plan is not set up within 24 hours of making a booking
9. Where a payment date falls on a Saturday or Sunday the account holder must make an allowance for the payment to be taken on another day (usually the following Monday) and ensure that the payment reaches us.
10. We make no charges to families for monthly payment by instalments (unless paying by credit card).
11. It is the account holders responsibility to:
  - a. Ensure there are sufficient funds in their account to make the payment on the due date.
  - b. Inform us if a card has been cancelled and provide us with updated card details to avoid their payments being declined and avoid administration fees.
  - c. Ensure their Kids' City booking system account is cleared and the full term's fees are paid at least two weeks before the end of term.
12. Account holders and families with outstanding fees will be unable to make further bookings until all fees are paid.
13. Outstanding fees and debts will not be carried over from one term to the following term.
14. Kids' City is only able to alter the dates of any payment schedule once it has been set up by the account holder in an exceptional circumstance and if a request is in writing.

## **j. Missed, Declined and Late Payments**

1. All missed, declined and late payments of any type (voucher and card) will incur an administration fee.
2. A missed or late payment is any payment (voucher and card) that is not cleared by the due date agreed at the time of booking.
3. A declined payment is any payment that is declined by the bank for any reason or where the payment card is not accepted for any reason when presented for payment.
4. Examples of missed payments are:
  - a. Childcare vouchers not paid as agreed with Kids' City
  - b. Card declined by bank for any reason
  - c. Card not authorised for payment
  - d. Card cancelled, lost or stolen
  - e. Card with insufficient funds
  - f. Invoice not paid by due date
  - g. Late collection fee not paid by due date
5. It is the responsibility of the Account Holder to ensure that all payments are met on the due date.
6. If a card is lost or stolen, it is the responsibility of the Account Holder to provide the new information with at least three days' notice to Kids' City.

## **6. Deferred Payment or Credit**

1. **We do not offer credit under any circumstances** but we may be able to offer alternative payment arrangements for families facing unusual circumstances such as a delay in tax credits, starting a new job etc. Information about this can be found in the FAQs section of the website at [www.kidscity.org.uk](http://www.kidscity.org.uk) or by email to [finance@kidscity.org.uk](mailto:finance@kidscity.org.uk)

## 7. Grants and Funding

1. If you are claiming a grant from Student Finance England, JobCentre Plus or any other funder, please contact [finance@kidscity.org.uk](mailto:finance@kidscity.org.uk) immediately.
2. The fees for our services are different for families who receive grants or bursaries and where we are asked to receive a payment for the childcare in arrears or required to issue an invoice to collect the fees.
3. Parents whose fees are being paid by a grant or bursary must:
  - a. Make an appointment to meet with Kids' City Business Team to discuss the options that are available
  - b. Complete a contract with Kids' City in respect of the bursary
  - c. Provide all claim and evidence forms to the Kids' City Business Team for completion
  - d. Pay an administration fee for any forms that Kids' City needs to complete in respect of the grant or bursary for Student Finance England, third parties or statutory agencies

## 8. Concessions (Subsidised Places)

1. Children may be eligible to take up one after school session per week at a discounted rate. This applies to families unable to claim their childcare costs through a grant, bursary or Working Tax Credits
2. Families must be in receipt of one of the following:
  - a. Income support
  - b. Income-based Jobseeker's Allowance (JSA) – not contributions based
  - c. Income-related Employment and Support Allowance (ESA)
  - d. Support through part VI of the Immigration and Asylum Act
  - e. The guaranteed element of State Pension Credit
  - f. Universal Credit (**Only provisions on the above**)
3. Some discretionary free places are available for children in families with special circumstances.
4. Families who receive a grant, bursary, Child Tax Credits or Working Tax Credits are unable to claim a subsidised place.
5. Families who are eligible must provide written evidence. This evidence can be emailed to [finance@kidscity.org.uk](mailto:finance@kidscity.org.uk).

## 9. Change of Booking and Cancellations

1. All changes and cancellations for termly bookings must be made in writing with at least two weeks' notice.
2. To make a cancellation or change to a playscheme booking the request must be in writing and with at least three working days' notice.
3. Should a balance remain after a change or a cancellation is made, it will remain in the parent's Kids' City account as a credit and will not be refunded to the account holder.
4. To change your booking please use the "Change of Booking" form which can be downloaded from the website at <http://www.kidscity.org.uk/book-online/change-booking/>.
5. To cancel your booking please use the "Cancel Booking" form which can be downloaded from the website at <http://www.kidscity.org.uk/book-online/cancel-booking/>.
6. If you are unable to download the form from the website, contact [info@kidscity.org.uk](mailto:info@kidscity.org.uk) in the first instance with:
  - a. Parent/ Guardian's name
  - b. Child's name
  - c. The site the child attends
  - d. The days the child attends
  - e. What changes you want to make or if you want to cancel the place completely

7. An administration fee is charged for all changes or cancellations. See website for current tariff.

## 10. Credits and Refunds

1. If there is a credit on an account this may be used against future bookings.
2. Where a refund payment is required the account holder will be asked to complete a form in order to claim the payment.
3. Refund payments are made by direct BACS transfer to an account in the account holder's name.
4. Before refunds are processed proof may be required depending on the circumstances e.g. doctor's note, cancellation request)
5. Refunds/Credits are not given for:
  - a. Annual membership fee
  - b. Short periods of illness (Less than two weeks for term time and less than three working days for holiday playscheme)
  - c. Family holidays or school camp
  - d. Where the service is available but the child chooses not to attend
  - e. Lost or damaged personal property
  - f. Where the service is unavailable through circumstances beyond our control e.g. Polling day, school flooded, social disorder, strike days
  - g. Superheroes

## 11. Debt Recovery

1. When fees become overdue through a missed or declined payment and a debt is incurred, Kids' City will contact the Account Holder to give them an opportunity to make an immediate payment.
2. If the Account Holder makes an immediate payment and providing it is the first time the Account Holder has missed a payment, Kids' City reserves the right to waive the missed payment fee. The Account Holder must apply for this in writing.
3. If the Account Holder is unable to make an immediate payment Kids' City may offer the Account Holder an opportunity to make a deferred payment or payments to repay the amount at an agreed date. This will only be offered providing the Account Holder contacts Kids' City within 24 hours of receiving notification of a missed or declined payment.
4. If the Account Holder does not agree to make the payment on a later date and where Kids' City is unable to recover the payment, a four stage formal debt recovery process will commence for Kids' City to recover the debt and any administration charges from the Account Holder.
5. At any stage of the formal debt recovery process the Account Holder may request an alternative payment schedule if they are experiencing financial hardship.
6. At each stage of the formal debt recovery process, if the fees remain unpaid, a further administration fee is incurred by the Account Holder and this is added to the debt.
7. Kids' City will avoid taking Court Action except in cases where:
  - a. Kids' City has offered support to the Account Holder but this has not been taken up by the Account Holder or arrangements that have been made are subsequently not honoured
  - b. Kids' City has good reason to believe that the Account Holder is avoiding or evading making payment or where an account has had more than two failed or missed payments in the past

- c. Kids' City believes that the reputation of the Charity or character of the officers representing Kids' City are at risk

### **Stage 1**

1. If Kids' City does not hear from the Account Holder within 24 hours of the missed / declined payment stage, a stage 1 fee is administered. If the account holder contacts Kids' City within 24 hours of notification of the missed / declined payment, a stage 1 administration fee will not be incurred.
2. Kids' City will:
  - a. Write to the registered Account Holder, by email to the address held on the account
  - b. Request payment in full (including Stage 1 administration fee) within one week.
3. If payment is received by the deadline no further action will be taken.
4. If an alternative payment date is agreed with the Account Holder and providing that payment is successful no further action will be taken.
5. If payment is not received by the deadline the debt will be progressed to stage 2.

### **Stage 2**

1. If Kids' City does not hear from the Account Holder within one week of Stage 1 notification a Stage 2 administration fee is incurred.
2. Kids' City will:
  - a. Write to the registered Account Holder, by email to the address held on the account
  - b. Request payment in full (including stage 1 and 2 administration fees) within 24 hours.
3. If payment is received by the deadline no further action will be taken.
4. If payment is not received by the deadline the debt will be progressed to stage 3 and the child(ren) will be unable to continue to use the service with immediate effect.

### **Stage 3**

1. If Kids' City does not hear from the Account Holder within the next 24 hours a Stage 3 administration fee is incurred
2. Kids' City will:
  - a. Write to the registered Account Holder, by email to the address held on the account and
  - b. Request payment in full (including stage 1, 2 and 3 administration fees) within 24 hours.
  - c. Inform the parent that this is the last chance to pay or seven days' notice will be given that Kids' City will take action to recover the debt through the County Court.
3. If payment is received by the deadline no further action will be taken and the child(ren) will be allowed to resume attendance at the service with immediate effect.
4. If payment is not received by the deadline the debt will be progressed to stage 4 (Court Action)

### **Stage 4 (Legal Action)**

1. If the debt is progressed to a stage 4 action, Kids' City will commence proceedings through the County Court.
2. County Court action will be taken where all other attempts to recover the debt have failed.
3. Where County Court action is necessary Kids' City will charge an administration fee in addition to the actual amounts charged by the court directly.
4. All court fees and costs will be claimed from the Account Holder.



## Administration charges September 2017 to August 2018

### Administration Charges

Late Collection Fee (for each half hour or part of)	£30.00
Childcare Voucher Handling Fee (per voucher)	£3.50
Form Completion Fee (Student Finance, Social Care, all other third party or statutory agencies)	£15.00
Letters, Statements (confirmation of costs), Receipts <i>(other than those that are obtainable using the self service system)</i>	£15.00
Missed or Declined or Late Payment	£30.00
Debt Recovery Stage 1	£30.00
Debt Recovery Stage 2	£30.00
Debt Recovery Stage 3	£30.00
Debt Recovery Stage 4 (Court Action)	£250.00
Cancellation/Refund of Booking	£25.00
Change of Booking (after school or breakfast club – same or additional number of days)	£15.00
Change of Booking (after school or breakfast club – reduced number of days)	£25.00
Change of Booking (holiday playscheme)	£25.00