

Terms & Conditions

Equality Policy

The Carousel Crèche Company Ltd aims to be an equal opportunity employer and service provider and is determined to ensure that no applicant, employee or service user receives less favorable treatment. The success of any organisation depends very largely on the representatives of Carousel Crèche Company Ltd themselves, and so we look to everyone to play their part.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability.

We will apply a service that is fair, equitable and consistent with the skills and abilities of our workers and the needs of the business. We look to your support in implementing these policies to ensure that all representatives are accorded equal opportunity.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or anyone representing The Carousel Crèche Company Ltd from within. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability will not be tolerated.

Company	Means Carousel Crèche Company Ltd, whose registered address is 4 Ennerdale Gardens, Aylesham, Canterbury, Kent, CT3 3LS.	
Agreement	Means the contract between The Company and the Client for the provision of the Services incorporating these Terms and Conditions as evidenced by the signing of the Registration Form and the acceptance by The Company	
Client	Means any person, firm, or company, to whom the Candidate is introduced by The Company.	
Child Carer	Means any nanny, parent's help, babysitter, maternity nurse, nursery nurse or other child care professional as requested.	
Introduction	Where The Company introduces a Child Carer for temporary or permanent engagement	
Assignment	The assignment by The Company to provide Child Care on an hourly basis or part thereof, as agreed in the reservation/booking confirmation.	
Fees	Means the relevant fee payable to The Company for the agreed duration in the reservation/booking confirmation.	
Services	Means the services to be provided as agreed in the booking confirmation.	
Insurance	The Company confirms it has the relevant insurances in place as required by law for providing mobile crèche and babysitting services. A copy of the insurance certificate is available upon request	
Variation	Any variation to these terms, and the reservation confirmation must be agreed in writing, in advance. In writing means, by email, or post.	

Aim:

To provide age appropriate toys and crafts, within a designated area, nominated by the client or venue. An environment which is fun, stimulating, safe and friendly, for parents and children to enjoy celebrations and occasions.

Agreement:

The agreement between The Company and the Client.

Incorporating these Terms & Conditions, shall only come into force when The Company confirms acceptance of the completed Reservation/Booking Confirmation.

A suitable Child Carer is one deemed by The Company to be any person, who by way of reference to their qualification, experience, references, and DBS check meets the requirements of The Company.

The Company and its representatives shall carry out its obligations with reasonable skill and care and to a reasonable standard, and in accordance with recognised codes of practice and the relevant statutory obligations.

The Company will take all reasonable steps to supply Child Carers that are of sound character, honest and reliable, but cannot be held responsible for the conduct of a Child Carer either before or during the assignment.

The Company will always endeavour to accommodate children with special needs. Where appropriate an advance consultation and meeting may be required.

For the Health & Safety and interests of all users, The Company reserves the right to refuse admission to the crèche facility.

The decision of Carousel Crèche Ltd will be final.

Assignment:

The Client shall provide full details to The Company of the services required on the Reservation/Booking form.

The Company shall calculate the appropriate number of Child Carers.

Child Carers

The Company operates a strict policy on the ratio of Child Carers to be compliant with the Statutory Framework for the Early Years - Foundation Years (Department for Education).

 $1 \text{ Adult} = 3 \times \text{ babies (under the age of 2)}$

1 Adult = 4 x children (2-3 years)

1 Adult = 8 x children (3 years and above)

In the event of a sole charge Child Carer, this will be for a maximum of 3 children from the same family.

Health & Safety:

The safety of your children is paramount to Carousel Crèche Company Ltd; therefore we practice the following procedures.

- All staff will be qualified in their relevant field.
- All staff will undertake a Criminal Record Disclosure prior to joining The Company and agree to criminal record checks at regular intervals and also at random.
- It is a requirement of The Company that all staff subscribe to the Criminal Record Disclosure Government Update Service.
- o All staff will be reference checked at minimum with:-
 - One former employer
 - o One character reference
- o All staff will:-
 - $\circ \qquad \text{Wear Carousel Crèche Company Uniform} \\$
 - Will carry personal photographic ID
 - Will carry a signed letter of appointment by Carousel Crèche Company Ltd
 - o Will will welcome any confirmation checks you may wish to make of them upon their arrival

Assignment:

The names and contact details of all service users must be provided to The Company 4 weeks prior to the event by the Client.

Confirmation of staff will be notified to you two weeks prior to the event.

Venue Access: The Company requires access to the Venue 30 days in advance to do a risk assessment to confirm its suitability, to identify the location of facilities and to familiarise itself with the venues emergency action plan and meeting point.

The accommodation must be secure with readily available access to toilet and handwashing facilities.

The venue must be available to The Company at least 30 minutes prior to the scheduled event and 30 minutes after, to allow the staff to set up and clear away.

If the venue changes in any way after the risk assessment is carried out, and The Company consider the revision unsuitable, The Company reserves the right to cancel the event subject to its' cancellation policy.

Checking In: Upon arrival all children's details will be checked against the details previously provided by the client.

> At this time please share any concerns you may have regarding your child and any special instructions which will assist in The Company to provide a joyful and pleasant experience for your child.

Checking Out: Only the nominated parent or guardian checking the child in, will have the necessary authority to check a child out.

Changing: The Company will change wet and soiled clothing or nappies as required, unless notified otherwise, or no change has been

provided; in which case the parent/guardian will be called to collect their child.

Emergency: The Company will follow the venues guidelines.

All children will be evacuated to the assigned meeting point.

Children will not be permitted to leave until all children have been accounted for.

Children will be reunited and checked out with their assigned parent/guardian that checked them in to the crèche facility; this will be conducted in an orderly manner and upon the authority of the emergency service or Venue Manager only. There will be no exceptions to this provision.

If the event resumes, the children may return to use the service and the checking in/out process will resume.

Sickness: If a child is showing signs of illness e.g. a rash, sore throat, nose or eye discharge, diarrhoea or vomiting, they may not be

able to use the crèche facility.

In the event of any accident/incident, an accident/incident reporting book will be completed. The Parent/Guardian Accident/ will be called immediately in the event of a head injury, or if the child needs to be hospitalised. Incident

Medication The Company does not administer medication or sunscreen of any kind. This remains the responsibility of the parent/guardian at all times. /Sunscreen

If access is available to an outside area we will include this facility if The Company considers it safe to do Outdoor Activities:

Food and drink will be provided as supplied by the client/venue. Water will be available at all times. Food & Drink:

Children will be expected to sit down at a table whilst eating and drinking, but only if they are of an appropriate age.

Hygiene: The Company disinfects all equipment prior to events, and carries disinfectant wipes for use throughout.

NB: Allergies:

Anti-Bullying

Conduct:

Fees:

It is very important that all service users understand that we cannot guarantee any nut free, or other allergen free areas or items.

Care & If a child finds it hard to settle and becomes distressed during the session The Company will contact the Discipline parent/guardian requesting you come to comfort them and attempt to resettle your child or remove them from the facility if this is deemed to in the best interests of the child by The Company

> Everyone has the right to be treated with respect – with this right comes the responsibility of treating others with respect. No form of bullying shall be tolerated at any time. This includes towards and between the staff of The Company

The Company will not tolerate violent, racist or disruptive behaviour, either towards members of staff or other service users. Anyone resorting to this behaviour will be asked to leave the facility.

Fees shall be confirmed at the time of booking and will be charged per every 15 minutes worked by the Child Carer with a minimum reservation of 4 hours.

Day Rate: 08.30 - 17.00 Single Time **Evening Rate:** 17.00 - 23.00Time and a half 23.00 - 02.00 Double time Late Rate:

Event The Company recognise that not all events run to time, therefore a refundable retainer is charged with the balance of your reservation, this is to cover any such unexpected eventualities or force majeure, which result in you requiring additional Retainer time for your Child Care.

> A charge equivalent to the hourly rate or part thereof will be deducted. Any sum unused will be refunded in full within 14 days. In the unlikely event that the retainer amount is insufficient, amounts in excess of the retainer will be invoiced at the displayed rate and will become due for payment immediately.

Payment: Failure to make payments on time may result in the cancellation of your reservation and financial loss subject to our

cancellation policy.

Events: Deposit Your reservation is secured upon receipt of your deposit.

Cooing Off All reservations made 8 weeks or more in advance of the event are subject to a 14 day Coolng Off

Period Period. Any cancellations during this period will be refunded in full.

There is no Cooling Off Period for reservations made less than 8 weeks prior to the event.

Balance - The balance of your reservation, and the retainer amount, is due in cleared funds, 6 weeks prior to

vour event.

Child Care Baby Sitting Deposit £30 is required to secure your date.

Service Balance Must be paid by Bacs no later than 24 hours prior to the event.

Permanent Invoice This service will be invoiced, one week in arrears. Payment becomes due within 7 days from the

Nanny Service invoice tax date.

Cancellation: During Cooling off Period Payment Refunded in Full

Retainer Refunded in full

Weeks Prior to Event	Chargeable	Refund
4 - 6 weeks	25%	75%
2 - 4 weeks	50%	50%
0 – 2 weeks	100%	0%

In the unlikely event that the appointed Child Carer is taken sick, or becomes unavailable for the assignment, The Company will endeavour to find a replacement. If no replacement is available you will be notified immediately and you will receive a full refund.

Confidentiality: All information provided by either party to the other, including but not limited to an personal details relating to the Child

Carer or Client, will be treated as strictly confidential and will not be disclosed by either party to any third parties, unless required by law or regulation, without prior written consent of the other or of the Child Carer, as the case may be.

Records of all events and Child Carers will be kept on file for a minimum of 30 years and will be treated as confidential.

Data Protection The Company is a registered data user under the data Protection Act 1998 (the"DPA"), and as such will comply with its

obligations under the DPA and will not pass on, share or sell your information to any third parties for any other reasons

than those you have consented to.

Loss/Damage: The Company accept no responsibility for any loss, damage, expense or compensation suffered or incurred of any nature

of the Client, arising directly or indirectly, from having the incorrect Child Ratio, or for any circumstances beyond The

Company's control.

Liability: The client agrees that The Company shall be limited to the sum insured under the Professional Indemnity Insurance

policy, held by The Company in the relevant insurance period. This period will be determined by the Insurance Company.

Dispute: In the event of dispute between the parties to this agreement, the parties undertake to attempt to settle the dispute by

engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

Indemnity: The client agrees to Indemnify The Company and hold harmless the other party and its respective affiliates, officers,

agents, employees, and permitted successors and assigns against and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with the agreement. This indemnification will survive the termination

of this agreement.

Governing It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all Law: suits and special proceedings under this agreement, be construed in accordance with and governed, to the exclusion of

the law of any other forum, by the laws of the country of England without regard to the jurisdiction in which any action or

special proceeding may be instituted.