

PART A:

PARENT INFORMATION COMBINED WITH PART B - TERMS AND CONDITIONS

The Club will operate during term time at the times outlined within the contract.

All fees must be paid weekly or monthly in advance. If payment has not been received by this time, we reserve the right to withdraw the service from you. If fees remain unpaid, we will implement our debt collection process which will result in the debt being passed to our debt collection agency. If settlement is not received it may result in us taking out proceedings in the County Court. It is our policy to pursue outstanding debts and could result in a CCJ (County Court Judgment) being made against parents. This will impact on their chance of obtaining future credit i.e a loan or mortgage.

Sessions may be booked for any number of days per week. Priority will be given for siblings who are within the age range of the club. Failure to follow procedures may lead to sessions required, being offered to other parents/carers.

Due to staffing arrangements and so that the Club operates with the correct ratio of adults to children, places at the club need to be booked. Fees will remain payable in full for non-attendance eg a family emergency, holidays, school trips, adhoc non-attendance and sickness. In order to continually work in partnership with parents, should your child be absent for two consecutive days during the school term then full fees will be payable. However, in the cases of prolonged absence due to illness, for example a planned operation, then daily fees will be reduced to 50% on the product of a medical letter to ensure that your child's space is reserved.

School inset days; bank holidays and adhoc school closure days; (eg polling day, adverse weather conditions) these will be non-chargeable days.

Emergency Shutdown/Forced Closure: We will make every effort to keep the Club open, but in exceptional circumstances, we may need to close at short notice. This decision will not have been taken lightly and may well have been determined by an external body such as the local authority. Should this situation arise, we will make every effort to minimise the inconvenience, to staff, children and parents, and will aim to re-open as soon as is practicable. If the Club is forced to close at short notice the Manager will use the emergency contact details, we have on file to notify parents as soon as possible by text, email, WhatsApp and/or telephone calls. To ensure that all parents receive the information, we will post a notice on the main entrance door of the Club premises. In addition, we will notify the feeder schools, and ask that they display a notice informing parents of the closure

Possible reasons for emergency shutdown of the Club include, but are not limited to:

- Serious weather conditions
- Heating system failure, burst water pipes, or loss of power supply
- Fire or bomb scare/explosion
- Death, or serious accident or illness, of a member of staff or child
- Assault on a staff member or child
- Directive by government agency (eg health authority, environment agency, security services, etc)
- Epidemic or Pandemic outbreak
- Swine flu, COVID -19
- Access denied to the premises by the Church Trustees

In the event of a prolonged forced closure, we must ensure that the Club remains financially viable. We have fixed costs which continue even when the club is closed. If the closure is forced by an event that is covered by our insurance, we will not charge for sessions when we are closed. Unfortunately, not all events can be insured against, so in situations that are not covered by our insurance we must still charge a retainer of 50% of your regular monthly fee to enable the club to hold your child's place and cover unavoidable ongoing overheads during this time which will ensure that the business can re-open. This will however be optional to parents to make this payment to which we will apportion these payments against future bookings.

Changes to Contract and Termination

Any permanent change to contracted days of attendance will require two weeks' notice to be provided in writing (eg reduction or increase in days of attendance). **The club is not at liberty to accommodate parents who wish to swap their days at adhoc times as children and staffing are organised to suit the Ofsted ratio.**

Notice of termination of the contract can be made by either party giving 2 weeks' notice in writing. **Two weeks'** notice will be required by either party. If it is necessary to end the Contract immediately without notice then any parental deposit paid will be held as payment in lieu of notice.

Medication: If your child/ren needs to bring any medication to the Club, these must be handed to the Club Co-ordinator and must be in the original container, clearly labelled with the child's name, time to be administered and dosage required. Medication can only be dispensed with written authority from the parent/guardian.

Individual needs outside of these terms and conditions can be considered and accommodated at the club's discretion.

Parents will find attached the Club's policy on Promoting Positive Behaviour which parents are asked to make their child/ren aware. A full set of policies and procedures is available to review on request. If at any time your child's behaviour becomes consistently unacceptable, we reserve the right to withdraw the service and we will refund any payments held.

PART B – LMASC - TERMS AND CONDITIONS

1. Definitions

1.1 The definitions below apply in these terms and conditions.

“Child”	the child or children who are named in the completed Contract;
“You”	the person, firm or company who purchases Services from us;
“Services”	the services of a Breakfast and After School Club as indicated in the completed Contract (excluding bank holidays and school inset days and adhoc school closure days (eg polling day, adverse weather conditions), together with any other services which we provide, or agree to provide, to you;
“Us”	the setting and/or provision as named in the Contract

1.2 A reference to **writing** or **written** includes email, text or WhatsApp messages.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form and a £25.00 non-refundable administration fee. Upon receipt we will confirm that your child has been provided a space and will confirm the date of commencement.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A Handbook issued to you by us

2.2.2 A policy issued to you by us,

2.2.3 A letter that is signed by both you and us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing two weeks' notice. However, the contract can, in some circumstances be terminated immediately under clause 17

3.2 You are liable for the fee during the notice period.

4. **Suspension of the Services**

The services may be suspended (meaning the Child is temporarily not able to attend the Breakfast or After School Club in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 18. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other two weeks' written notice

5. **Our Obligations**

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the Child without being charged fees in lieu of notice.

6. **Your obligations**

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, diagnosed dietary requirement; level of intimate care whilst maintaining a child's safe and respectful care

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the Child;

6.1.2.1.5 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.

6.2.1 As regards arrivals and departure of a child, please refer to the Club's Arrivals and Departures Policy. Please ask for a copy of it if necessary.

6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

6.4 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

7. Charges and payment

- 7.1 You shall pay the charges as set out in the completed Registration Contract or in accordance with clause 18.
- 7.2 Fees will remain payable in full on contracted days for non-attendance e.g. a family emergency, holidays, school trips, additional clubs attended after school, adhoc non-attendance and sickness. In order to continually work in partnership with parents, should your child be absent for two consecutive days during the school term then full fees will be payable. However, In the cases of prolonged absence due to illness, for example a planned operation, then daily fees will be reduced to 50% on the product of a medical letter to ensure that your child's space is reserved.
- 7.3 We will not charge for bank holidays, staff training days, adhoc school closure days (eg polling day, and adverse weather conditions)
- 7.4 VAT is not charged on School Club fees (the school club provision is an exempt supply for VAT purposes).
- 7.5 Fees paid for your child are inclusive of Breakfast and afternoon snacks as outlined on contracted times chosen.
- 7.6 Extra hours (or parts of an hour) will be charged and must be booked and paid for at least 24 hours in advance.
- 7.7 The charges must be paid in advance.
- 7.8 All payments must normally be made by BACS, Direct Debit or childcare vouchers. We may agree to payment by cash, cheque, but it is your responsibility to obtain a receipt from the School Club as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, to which the company will incur bank charges then we will charge a reasonable administration fee (currently at £25.00)
- 7.9 We are at liberty to increase our charges once per year. We will give you written notice of any such increase at least one month before the proposed date of increase.
- 7.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- 7.10.1 Make an interest charge of up to 1.5% per cent per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition, we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 7.10.2 Charge you a non-refundable administration fee (currently £25.00) and
- 7.10.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
- 7.11 If you owe us any money, and make a claim against us, we may offset what you owe us against what you are claiming from us.

8. Reducing sessions

You are required to give us two weeks' written notice of a reduction in the contracted sessions you require.

9. Welfare of the Child

- 9.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 9.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our club and rights and freedoms of others.
- 9.3 Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.
- 9.4 As regards behaviour management techniques and sanctions, please refer to the Club's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- 9.5 The Club uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

10. Health and medical matters

- 10.1 If the Child becomes ill at the Club, the Manager or Senior Staff member will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
- 10.2 If the Child is suffering from a communicable illness, he/she should not attend the Club until such time as the infection has cleared. A full copy of our infection control policy is available from the manager or can be accessed via company website. Please refer to the illness/communicable disease list on minimum periods of exclusion from the setting.
- 10.3 You must notify the manager if the Child is absent through sickness.
- 10.4 If the Child has been sent home from school because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child has been vomiting and/or prescribed antibiotics, he/she will not be allowed to return to the Club for 48 hours. If the illness is a communicable illness then clause 10.2 shall also apply and the Child will be unable to attend the Club until such time as the infection has cleared.
- 10.5 As regards medication, and the administration of it to a Child, please refer to the Club's Medication Policy. Please ask for a copy of it if necessary, access via company website.
- 10.6 Please also see clause 6.1.2 on matters we need to be informed about.

11. Food/dietary requirements

- 11.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.
- 11.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.
- 11.3 No packed lunches supplied by parents for will be heated up by us.

12. Reporting of neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

13. Limitation of liability

- 13.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
- 13.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 13.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 13.4 We shall not be liable for:
- 13.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into the setting;
 - 13.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 13.5 Subject always to clause 13.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

14. Data protection

- 14.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 14.2 We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the manager.
- 14.3 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which is attached to this Contract and will require parental signature.

15. Security

Parents are welcome to visit the Club but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

16. Complaints and concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

17. Termination for breach of contract, or bankruptcy/insolvency

- 17.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:
- 17.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [7] days or more; or
 - 17.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 17.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay

its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

17.2 On termination of the contract for any reason:

17.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

17.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

18. Events that are beyond our control

18.1 If any event beyond our reasonable control (e.g fire, flood, epidemic or pandemic outbreak, strike, civil action, act of terrorism, war, outbreak of flu, swine flu COVID 19, or where the Church Trustees closes the premises and denies us access. We will close the setting and will keep you informed, in such an event.

18.2 In the event of a prolonged forced closure, we must ensure that the Club remains financially viable. We have fixed costs which continue even when the club is closed. If the closure is forced by an event that is covered by our insurance, we will not charge for sessions when we are closed. Unfortunately, not all events can be insured against, so in situations that are not covered by our insurance we must still charge a retainer of 50% of your regular monthly fee to enable the club to hold your child's place and cover unavoidable ongoing overheads during this time which will ensure that the business can re-open. This will however be optional to parents to make this payment to which we will apportion these payments against future bookings.

19. Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

20. Changes to these terms and conditions

20.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

20.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

21. No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

22. Assignment

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

23. Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

24. Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.