

Holiday Club Terms and Conditions

The following are the terms and conditions of Stortford KidsOut (Holiday Club). By signing the booking form and applying for a place you agree to be bound by these terms which can only be varied if such variation is agreed in writing and signed by an authorised representative of Stortford KidsOut. The Holiday Club is located at Summercroft Primary School, Bishops Stortford, Hertfordshire, CM23 5BJ in the 'Green Suite'

Booking a place

The Holiday Club is available to children attending any school in the area. **The minimum age of attendance is 4 years** old. Bookings can only be made online, 4-6 weeks in advance and are accepted on a strictly 'first come, first served basis'. We will confirm acceptance of an application for a place booked via email within 5 working days of receipt. Direct email requests will no longer be accepted. A Medical Form must be completed and submitted once and repeated only in the event that details have changed.

Fees

All Fees are payable in advance and before the first day of the relevant club. (Refer to HC Fees for further information) Parents may not bring children to the Holiday Club without previously completing the booking procedure and providing payment of fees. Fees are payable throughout the period for which you booked, and no refund will be made for absence due to sickness or for any other reason, unless the relevant notice period is given. Fees will remain fixed for the Holiday period for which you have booked and paid for. Fees include breakfast for 8am starters and light snack at 4.30pm for full day bookings. We accept all payment sources, except cheques. Cash must be given to the club leader on the first day of attendance.

Notice Required

From the time Kids Out confirms your application for a place, in accordance with para. 1 above, **10 working days' notice i.e. 2 weeks**, is required to cancel or decrease a booking. Failure to give the required email notice will result in fees being payable in lieu of the full notice that should have been given for the original hours and or days until the notice period would have expired if properly given. Notice of withdrawal or change in requirements is deemed to commence on the date that the written notice (email) is received by KidsOut. If you wish to cancel your child's place at Kids Out after receiving written acceptance, but prior to the booking and the notice period is served by you to this effect, the fees paid via paypal will be refunded, other payment methods will create a credit in your account and cannot be refunded.

Recovery of unpaid fees / Non-Payment of Fees

KidsOut reserves the right to charge interest at the rate of 28.5% per p.a. (0.078% daily) on all outstanding fees with an initial 10% charge of the outstanding balance after 5 days from the due date. Interest will accrue and may be applied, calculated from the due date and continue until the account has been paid in full. You will be responsible for the payment of all outstanding fees including but not limited to our internal administrative charges and any incurred legal costs and disbursements. Non-payment of fees beyond four weeks from due date will result in the cancellation and/or refusal of any future booking for your child and legal proceedings to obtain remuneration due will commence after a further 14 days.

Child's Details

Kids Out requires and will rely on detailed information relating to your child, the online form provides the minimum information required and shall form part of your contract with us. Kids Out must be immediately informed in writing of any changes to the information provided and is not liable for the consequences of your failure to update the information. No child may attend Kids Out unless the booking form and a medical form have been completed. We only require ONE registration form to be completed. **There is no fee to enrol for holiday club services.**

Removal of a child

We reserve the right to require the removal of a child from Kids Out on a temporary/permanent basis at our discretion. In the event of removal of a child, fees will be payable for the entire invoiced period. Discussion with a parent(s) will take place prior to any decision to remove a child.

General

It is accepted and acknowledged that from the date of this Agreement and during its term and for three months after it terminates I/we whose signature(s) appear below will not (directly or indirectly) employ or retain the self-employed or other services of any member of staff employed by KidsOut with whom I/we or the child/children referred to in this Agreement have or have had contact/dealings without prior consent in writing. Should I/we do so I/we will be required to reimburse KidsOut within 14 days of a request in writing for the same, 20% of the relevant member of staff's gross annual salary then payable on the date of the termination of that member's employment with KidsOut. No failure or delay on behalf of KidsOut to exercise any right or remedy under these terms and conditions shall be construed or operate as a waiver.

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This agreement, including all disputes, shall be interpreted and resolved in accordance with the Common Law. Common law, meaning, the law of the land derived from nature, a social contract between a man or woman who interact with each other, observing and respecting customs & traditions. The principles of common law are: do no harm, cause no loss or injury to others, be honourable in your contracts, act responsibly and proportionately, your rights end where the rights of others begin.

Disclaimer

I will take full responsibility for our safety upon entering the school grounds until we leave the premises. I accept responsibility after collecting my child(ren) for egress from the premises. I accept that Hertfordshire County Council will not be held responsible for any third party risk and I will not claim damages against Stortford KidsOut for access to and egress incidents

Any revisions to these terms and conditions mid-year, will be subject to one month's notice.