

Breakfast & After School Club Agreement 2024/2025

The following are the terms and conditions of Stortford Kids Out After School / Breakfast Clubs. By signing the registration, booking form, contract 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 Kids Out, referred to throughout as KidsOut or 'the club'.

1. Joining / Reserving a Place

An annual £20 reservation fee is payable on joining. This fee is non- returnable unless a place cannot be offered. Receipt of payment alone does not secure a place for the period to which it applies. For Birchanger Club only, parents have the option to join and pay for two terms £15.00; or for one term £10.00.

New parents do not pay a reservation fee until the place is confirmed.

2. Acceptance

Applications from existing parents will be accepted during an exclusive two-week period at the beginning of June each year. An email will confirm acceptance of your application for a place at the After School / Breakfast facilities.

Existing parents complete a booking form and only **complete a Medical form if there are any changes we need to know about.**

3. Fees

All Fees are payable in advance (please refer to our Parent Handbook published on the website for further details) Fees are payable throughout a term time period(s) unless a place is ended with notice

To support ongoing financial viability of the club, a small, variable percentage contribution based on the relevant invoice may be sought from parents where no alternative financial arrangements are available or where business interruption insurance does not cover income during an emergency period that forces closure. Examples are, but not limited to, a local authority enforced epidemic, central government enforced pandemic or 'lockdown', civil unrest, natural disaster or localised emergency incident announcements.

No refund will be made for absence due to sickness, or for any other common, regularly occurring reason. No refund of fees will be due if you postpone the date your child is to start at KidsOut to a date later than the agreed starting date, unless it conforms to para.4 below.

It is accepted that 'start dates' are the first day of the term / half term / unless otherwise stated on the booking form. KidsOut reserves the right not to admit your child in the event of non-payment of fees.

Fees are subject to review and may be increased at our discretion with a minimum two months' notice.

Higher rates are charged for Emergency / Ad Hoc sessions (see Para.6 below for definitions) Summercroft KidsOut does not offer ad hoc sessions as the club is oversubscribed. Genuine emergency requests will be given priority where possible.

4. Notice Period

From the time KidsOut accepts your application for an out of school place, in accordance with paragraph 2 above, the following notice period applies and must be given in order to: a. withdraw your child; b. delay or cancel your child's start date; c. decrease attendance.

Stortford KidsOut (All Settings)

For standard bookings the notice period to cancel/terminate/reduce sessions is ONE FULL CALENDAR MONTH (notice given on 10th month will end the last day of the next month) e.g. written notice received 10th October closes a booking on 30th November inclusively.

Failure to give the required written notice will mean that invoices raised during the notice period, will need to be paid.

Notice of withdrawal or reduction in sessions request commences on the date that the email/written notice is received by Kids Out.

If you wish to cancel your child's place at KidsOut after receiving acceptance in accordance with paragraph 2, but prior to your child starting at KidsOut and the notice period is served by you to this effect, the joining fee paid will be returned to you.

5. Recovery of Unpaid Fees

KidsOut reserves the right to charge 10% interest on the balance of outstanding fees from the 5th working day after the due date. All due dates are the last working day of the month preceding the month for which invoices are raised. You may be responsible for the payment of all outstanding fees including but not limited to our internal organisation charges. Non-payment of fees beyond six weeks from due date will result in the termination of your child(s) place unless contact is made and an agreement is reached between us. There will be no return to the club until the outstanding debt is paid in full and future requests for joining will be rejected

6. Emergency Sessions

The definition of Emergency is 'an unexpected situation that requires urgent use of the club usually requiring a request for support within 24 / 48 hours. Emergency sessions are not 'bookings requested on an irregular basis', neither can they be booked in advance beyond 48 hrs, unless exceptional circumstances apply or are agreed. All emergency booking requests must be made direct to Linda Davies or the Club Leader who will advise on the club's availability for the session(s). Standard fee tariff will be used.

7. Irregular Bookings

The definition of Irregular for this purpose is 'sessions required at uneven or varying intervals' or 'the absence of a regular, weekly booking'. The **Regular Booking Form may not be used to request these sessions**. If irregular bookings are sought, a written request for the dates required must be given by email to justforparents@stortfordkidsout.co.uk. Acceptance of such a booking is discretionary and not guaranteed. Irregular sessions may be booked in advance for a maximum half a term only. As irregular booking places are not guaranteed places, if vacancies exist and a regular booking request is received, the irregular booking request for the current period will be honoured. A repeat request may be compromised in the future. Stortford KidsOut Summercroft does not offer irregular/ad hoc booking requests as the club is always oversubscribed.

8. Child Details

Stortford KidsOut requires and will rely on detailed information relating to your child as contained in Joining, Booking and Medical forms which are part of this Agreement. We must be informed in writing of any changes to the information provided. We cannot be held liable or responsible for any consequence of failure to update the information. No child may attend KidsOut without the completion of our Application process. Forms must be completed and returned.

Emergency or Ad Hoc booking requests will require the completion of Joining and Medical Forms only – no fee is charged to join.

9. Removal of Child

Stortford KidsOut reserve the right to require the removal of a child from the club on a temporary/permanent basis after a meeting with the mother or father of the child or immediately in the event of a serious incident involving the child. In the event of permanent removal, fees will be payable for the then current month/week (in the case of a weekly booking arrangement) but no further payments will be due in lieu of notice. No refund of fees will be made for temporary removal.

10. 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 Stortford 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 Stortford KidsOut within 14 days of a request in writing for the same, 20% of the relevant member of staff' gross annual salary then payable on the date of the termination of that member's employment with Stortford KidsOut. No failure or delay on behalf of KidsOut to exercise any right or remedy under this agreement shall be construed or operate as a waiver.

This agreement, including all disputes, shall be interpreted and resolved in accordance with the following Common Law principles of England of do no harm, cause no loss or injury to others.

"The truth is that throughout everyday life, people everywhere use and rely on Common Law to live and work together. It is simply the inherent way that people conduct their affairs together. Liken it to the roots that bind together human communities by unconditionally upholding the life, dignity and well-being of every man, woman and child. These roots are especially necessary and foundational in the face of powers that seek to subvert such natural freedom." [Common Law Court](#)