

## Breakfast & After School Club Agreement (T&C's) 2026/2027

The following are the terms and conditions of Stortford Kids Out After School / Breakfast Clubs. By signing the enrolment and booking form when 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 (KidsOut)

### 1. Enrolment Fee & New Enrolments

**An annual £20 enrolment fee is payable at the start of the academic year or after joining.** The enrolment fee is non- returnable unless a place cannot be offered. Receipt of payment alone for an enrolment period does not secure a place for the pro rata period to which it applies. For Birchanger Club only, parents have the option to enrol for two terms@ £15.00; or for one term@ £10.00.

**For NEW parents**, the enrolment fee will be requested after a full set of completed forms are received, an invoice will be sent from [justforparents@stortfordkidsout.co.uk](mailto:justforparents@stortfordkidsout.co.uk)

### 2. Acceptance

Applications will be accepted using an online process that includes 3 forms – Booking, Enrolment and Medical. A place cannot be processed without all 3 forms completed. An email will confirm acceptance of your application for a place at the After School / Breakfast facilities. Any enrolment fees of an application received that cannot be accepted will be refunded.

We only accept new children attending the school from Reception through to Year 6. We do not take children direct from any nursery, including the school nursery for either Summercroft or Birchanger.

### 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 period(s) for which you registered unless notice is given to terminate the place in accordance with para. 4 below.

Invoices are sent monthly on or around 22 – 25<sup>th</sup> of the month prior to the month fees are due. We require an active email address for the sending of invoices. The email address used is taken from the Term Time **Booking Form**. In the event an invoice does not arrive, notification via email is required. Non-receipt of an invoice does not justify non-payment.

To support ongoing financial viability of the club, a small, variable percentage contribution based on the relevant invoice will 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 e.g. pandemic, epidemic, civil unrest, natural disasters.

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. Fees are subject to review and can be increased at our discretion, six weeks' notice will be given of such an increase to parents.

Higher rates are charged for Emergency / Ad Hoc sessions (see Para.6 below for terms applicable to Emergency 'One off' Sessions) Some settings do not offer Ad Hoc sessions as they are full.

### 4. Notice Period

From the time KidsOut accepts your application for a 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)

The notice period to cancel/terminate/reduce sessions is **ONE FULL CALENDAR MONTH** (notice given on 10th month will mean contractual obligations will end the last day of the following month) e.g. Written notice received 10 October closes a booking on 30 November inclusively.

Failure to give the required written notice will result in fees being payable for the notice period in lieu of the full notice that should have been given.

Notice date for withdrawal or reduction in sessions is deemed to commence on the date that the email/written notice is sent. 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 in accordance with these terms, the enrolment fee paid will be returned to you.

### 5. Recovery of Unpaid Fees

KidsOut reserves the right to charge interest at the rate of 24.5% p.a. on all outstanding fees. A single monthly charge will be applied on a Friday (after close of business), following the due date. This charge will be 10% of the balance outstanding. It will only be made for a maximum of two consecutive months that an account remains unpaid, unless a DEBT PAYMENT AGREEMENT is negotiated. You will be responsible for making contact to negotiate a payment agreement of all outstanding fees, including our internal administrative charges, after receiving a statement of account. Non-payment of fees for 2 consecutive months will result in the cancellation of your child(s) place, notification will be sent via email. Return to the club will only be permitted when the outstanding balance is paid in full.

### 6. Emergency Sessions

The definition of Emergency is 'an unexpected situation that requires urgent use of the facility' usually requiring care < 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 for applicable charges.

### 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](mailto:justforparents@stortfordkidsout.co.uk) to include an explanation for why a regular booking cannot be made. Acceptance of such a booking is discretionary and not guaranteed. Irregular bookings may be subject to an administration fee in addition to any other fees applicable. A £5.00 irregular booking administration fee may apply to each written request or batch sessions. 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 given period will be honoured but may be compromised the following month. Stortford KidsOut Summercroft club does not accept irregular/ad hoc booking requests.

### 8. Child Details

KidsOut requires and will rely on detailed information relating to your child as contained in consent and information form which shall form part of this contract. KidsOut must be immediately informed in writing of any changes to the information provided and is not liable for any consequence of parent/carer failure to update the information. No child may attend KidsOut unless an Enrolment, Term Time Booking and Medical Form have been completed, received and signed.

## 9. Removal of Child

KidsOut reserves the right to require the removal of a child from the facility on a temporary/permanent basis at its discretion. 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 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' 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.

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.

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*"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](#)

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