



## StortfordKidsOut

### AfterSchool & Breakfast Club

### Terms and Conditions 2019/2020

The following are the terms and conditions of Stortford Kids Out AfterSchool / 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 (KidsOut)

#### 1. Registration Fee

A £20 registration fee is payable at the start of the academic year (per annum) and must be enclosed with the completed application form for the registered place to be valid. The registration fee is non-returnable. Receipt of payment alone for a registration period does not automatically secure a place for the pro rata period to which it applies. Registration for two terms is £15.00; Registration for one term is £10.00. The fee must be accompanied by a full set of completed forms.

#### 2. Acceptance

Applications for existing parents will be accepted during an exclusive two-week period at the beginning of June each year. We will use a new method to determine place allocations in this period only before new registrations are invited from parents. The chart below will outline how we will determine priority for places. A score will be used to determine priority when allocating places. Parents can appeal any decision. An email will confirm acceptance of your application for a place at the AfterSchool / Breakfast facility. Any registration fees of an application received that cannot be accepted will be refunded. (Table 1)

#### 3. Fees

All Fees are payable in advance (please refer to our **Parent Handbook** for further details) Fees are payable throughout the term time period(s) for which you registered. No refund will be made for absence due to sickness, or for any other 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 to the after school facility 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**)

#### 4. Notice of withdrawal/change in requirements

From the time KidsOut accepts your application for an after 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. **The notice period to cancel/terminate your booking is ONE FULL CALENDAR MONTH (notice given on 10<sup>th</sup> month will mean contractual obligations will end the last day of the next month) e.g. Written notice received 10/10/2019 closes a booking on 30/11/2019 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. Failure to give the required written notice (email is accepted as written media) will result in fees being payable 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 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 in accordance with these terms, the registration 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% per p.a. on all outstanding fees with an initial charge of £25.00 for late payments over £100; £10 for outstanding balances under £100 after one week from the due date. You will be responsible for the payment of all outstanding fees including but not limited to our internal administrative charges and our solicitor's costs and disbursements. Non-payment of fees beyond six weeks of their due date will result in the cancellation of your child(s) place and legal proceedings to obtain remuneration due will commence after a further 14 days.

#### 6. Emergency Ad Hoc 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 significantly 'in advance, 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 charged

#### 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 sessions. If irregular bookings are sought, a written request for the dates required must be given by email to [lindavies@stortfordkidsout.co.uk](mailto:lindavies@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 are subject to an administration fee in addition to any other fees applicable. A £2.00 irregular booking administration fee will apply to each written request or sessions. Irregular sessions may be booked in advance for 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 received will be honoured, but **may be compromised in the next period required.**

#### 8. Child's 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 the consequences of parent/carer failure to update the information. No child may attend KidsOut unless a Registration and Booking Form has 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'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. This contract including all disputes shall be interpreted and resolved in accordance with the laws of England.

**11. Disclaimer**

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

**12. AfterSchool & Breakfast Club Closures**

KidsOut is closed on all public and bank holidays that occur during term time. *Fees will remain due for any term time closure periods and no refund of fees will be made in lieu of these closures. Closures include bank holidays, inclement weather, other reason e.g. lack of heating or the school decide to close.* KidsOut does not permit parents to swap days to make up the loss of any such days for their children. Parents will be charged for any such 'swap' where it is possible to offer an additional day(s) in lieu of the closure day(s).

**13. Contract**

From September 2017, parents are required to sign a separate Contract for the Services of Stortford KidsOut  
Any revision to these Term & Conditions will be advised with one month's notice.

| Payment History Score | BC & ASC 2 or less | BC & ASC 3+ | BC x no. sessions | ASC x no. sessions | Descriptors for determining payment history   | Offer of a place   |
|-----------------------|--------------------|-------------|-------------------|--------------------|---|--|
| 0                     | 0                  | 0           | 0                 | 0                  | Outstanding debt majority of year & current   | NO PLACE WILL BE GRANTED   |
| 1                     | 2                  | 3           | 0.5               | 1                  | Outstanding balance for minority of year but not current  | NO PRIORITY PLACE WILL BE ALLOCATED. Place will be considered after end of term in July – vacancies & score will determine offer |
| 2                     | 4                  | 6           | 1                 | 2                  | No outstanding balance at end of year, always paid beyond the extended 5 day period                   | NO PRIORITY PLACE WILL BE ALLOCATED. Place will be considered after end of term in July  |
| 3                     | 6                  | 9           | 1.5               | 3                  | No outstanding balance, regularly paid late beyond due date but before extended 5 day period expired. | PRIORITY 3   |
| 4                     | 8                  | 12          | 2                 | 4                  | Regular payment majority on or before due date  | PRIORITY 2   |
| 5                     | 10                 | 15          | 2.5               | 5                  | Always paid on or before due date—with or without a credit balance                                    | PRIORITY 1   |