

Stortford KidsOut Holiday Club 2019

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'

1. Booking a place

The Holiday Club is available to all children attending any school in the Bishops Stortford area.

Bookings can only be made online, 6 weeks in advance and are accepted on a strictly 'first come, first served basis'. KidsOut will confirm acceptance of an application for a place booked via email. Email requests will no longer be accepted.

2. Fees

All Fees are payable in advance (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. Online fees are discounted up to one week before the club opens. Bookings made within 7 days of the club starting are charged at our standard rate.** 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. Cash payment can be made on the first day of attendance. Electronic payment via PayPal, BACS or FastPay (online banking) is expected the day prior to the first day of attendance. Fees will remain fixed for the Holiday period for which you have booked in the event fees are revised mid-year. Fees do not include a packed lunch.

3. Notice of withdrawal/change in requirements

From the time Kids Out accepts your application for a place, in accordance with para. 1 above, TWO WEEKS notice is required to cancel or decrease a booking. Failure to give the required written (email is fine) will result in fees being payable for the appropriate notice period in lieu of the full notice that should have been given. Failure to give the required written notice 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 written notice is received by Kids Out. 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 no fees will be due.

4. Recovery of unpaid fees / Non-Payment of Fees

Kids Out reserves the right to charge interest at the rate of 24.5% p.a on all outstanding fees on a daily basis until the account is clear. This will apply after 5 working days following the date on which the fees are due & payment remains outstanding. KidsOut reserves the right in addition to make a £10 Standing Charge for non-payment of fees / late payment of fees if fees are not paid within 5 days of the due date. A single charge will be made on ONE occasion in any one fee period (fee period = current month only to which the booking applies) You will be responsible for the payment of all outstanding fees including but not limited to our internal administrative charges and our agent/solicitor costs and disbursements.

Non-payment of fees beyond six weeks of their due date will result in no acceptance for future/further HC bookings and legal proceedings to obtain remuneration due will commence after a further 14 day period.

5. 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 parental consent/booking form/registration/medical emergency forms have been signed. We only require ONE registration form to be completed throughout the time of your use of our Holiday Club services.

6. 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.

7. General

It is accepted and acknowledged that from the date of this Agreement and during its term and for six 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 Kids Out 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 Kids Out 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 Kids Out. 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.

Stortford KidsOut Holiday Club 2019

8. 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) and Hertfordshire County Council 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

Revision of these terms will be notified with one month's notice.