

## Breakfast & After School Club Terms and Conditions 2022/2023

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 & New Registrations

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 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 - Registration, Booking & Medical**

### 2 Acceptance

Applications from existing parents will be accepted during an exclusive two-week period at the beginning of June each year. A score may be used to ultimately determine priority when allocating places, this is linked to payment history. Parents can appeal any decision. An email will confirm acceptance of your application for a place at the After School / Breakfast facility. Any registration fees of an application received that cannot be accepted will be refunded. Existing parents do not complete a **Registration form and are required to complete a Medical form if there are any changes / new conditions to report to us.**

### 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) for which you registered. Variable percentage contributions towards financial viability will be sought from parents where business interruption insurance does not cover during an emergency period that forces our 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 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 10th month will mean contractual obligations will end the last day of the next month) e.g. Written notice received 11/10/2021 closes a booking on 30/11/2021 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 from due date will result in the cancellation of 2022/2023

## Stortford KidsOut (All Settings)

your child(s) place and legal proceedings to obtain remuneration due will commence after a further 14 days.

### 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 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 batch sessions. Irregular sessions may be booked in advance for 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 in the future.

Stortford KidsOut Summercroft club does not accept irregular 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 the consequences of parent/carer failure to update the information. No child may attend KidsOut unless a Registration, Booking Form and Medical 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' 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.