

# Ellacombe C Of E Academy - Breakfast Club & After School Club

## TERMS AND CONDITIONS

**Name of Child/Children** .....

### **Registration**

- All parents/carers must complete our Booking Form before a child can be accepted at a club.
- Any changes to the information contained on the Booking Form, whether it is contact details, medical details, change of address etc., must be notified in writing by the parent/carer as soon as possible.

### **Payment for Sessions Booked/Attended and Penalties**

- All fees should be paid via our online payment system. These will be charged in advance so follow the instructions when you receive the email/text message.
- Failure to settle all fees and/or penalties when due may result in Ellacombe Academy taking action (including legal action) to recover all outstanding debts.

### **Changes to Booked Sessions/Cancellation of Booked Sessions**

- Sessions which have been booked and paid for cannot be refunded unless:
  - a. Parent/carer gives 24 hours' notice of cancellation of session
  - b. Ellacombe Academy closes the club (for example if it is required to close due to unforeseen circumstances)
- Sessions can only be transferred if the Academy office receives 24 hours' notice of the required change of date and there is availability for the requested session.

### **Booking Additional Sessions**

- All additional sessions requested by parents/carer's are subject to availability as we must ensure that we have sufficient staff on site.
- No parent/carer should consider a booking as being accepted until payment has been received by school.
- All additional sessions booked must be paid for in advance or at the latest on the day that the session is required.
- It is the parent/carer's responsibility to ensure that children are aware that they will be attending the club that afternoon

### **Responsibility for Payment**

- The responsibility for payment of all fees, charges and penalties lies at all times with the person who has made the booking.
- Failure by Ellacombe Academy to make a written or verbal request for payment of fees does not constitute an excuse or reason for late, or non-payment under any circumstances.

### **Penalties for Late Collection**

- It is the responsibility of all parents/carer's collecting children to do so promptly at the end of the session. Failure to do so will expose the parent/carer to the payment of a financial penalty and will constitute a breach of the terms and conditions, entitling Ellacombe Academy to exclude the child from subsequent sessions.
- All parents/carers collecting children at or after 10 minutes beyond the closing time of the club will be charged a late collection penalty of £5 per child.
- All parents/carers collecting children at or after 20 minutes beyond the closing time of the Club will be charged a late collection penalty of £10 per child.
- The penalty must be paid through the School Academy **before** the child is able to return to the club
- Where the penalty is outstanding, and further sessions have been booked and paid for by the parent/carer, Ellacombe Academy reserves the right to exclude the child from the club until the penalty is paid, without issuing a refund for sessions unattended.

### **Circumstances your child's admittance will not be permitted**

- Any child who has suffered from diarrhoea, sickness, high temperature/fever or conjunctivitis must be kept away from the Club for a period of 48 hours after such condition has ceased.
- Any child suffering from head lice must be kept away from the Club until the hair has been fully treated and cleared.
- Should any child suffer from any of the above whilst at the Club, staff will contact and ask the parent/carer to come and collect the child as soon as possible.

- Other exceptional circumstances include poor behaviour on the part of the child (which includes, but is not limited to bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, dishonesty, disobedience and deliberate damage to property), or non-persistent incidents of particularly serious behaviour (for example those which endanger children or staff) or where a parent/carer is in breach of any our of our terms and conditions.
- Refunds will not be made if children are excluded on the grounds set out above.

**Reservation of Rights**

- Ellacombe Academy reserves the right to exclude a child or family from attending the Club or to refuse to accept a registration in its sole discretion.
- Ellacombe Academy reserves the right to close the Club on the grounds of staff shortage, unavailability of facilities, or any other reason, which is in its reasonable opinion, necessitates closure. Reasonable notice will be given where possible.
- Ellacombe Academy reserves the right to change these terms and conditions at any time and will give written notice of such changes to parents/carers.

**Legal: Waivers, Exclusions and Jurisdiction**

- No failure or delay by Ellacombe Academy in exercising any of its rights or remedies shall prejudice or affect its ability to do so unless it has provided a specific waiver or release in writing.
- These terms and conditions are governed by English Law and subject to the jurisdiction of the courts of England and Wales
- Ellacombe Academy shall not be liable for any direct or indirect loss suffered by parents/carers as a result of club closures under the terms of the agreement, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.
- Ellacombe Academy accepts no liability for the administration of medicine in accordance with parents/carers written instructions. Medicines will not be administered in the absence of written instruction.
- Ellacombe Academy accepts no liability for loss of damage (including consequential loss) to property brought to club premises caused by the actions of children or third parties or for accidental damage caused by club staff.
- Ellacombe Academy accepts no responsibility for injury caused from pre-existing medical conditions which are not notified to the Club.

I AGREE TO ABIDE BY THE TERMS AND CONDITIONS AS STATED ABOVE

Signed ..... Date .....

Name in Capitals.....

Relationship to child/children.....