

## **Terms & Conditions – The Orchard After School Club**

### **Registration**

- All parents / carers must complete our Registration Form before a child can be accepted at The Orchard. Registration must be done directly on our website <https://the-grove-primary-school.childcare-online-booking.co.uk>
- The Orchard must be notified of any changes in Registration details, as soon as possible and amended accordingly on the website.

### **Booking Sessions**

- All sessions requested by parents / carers are subject to availability.
- All sessions booked must be paid for in advance.
- No parent / carer should consider a booking as being accepted until payment has been received by the Club.
- Bookings may be made up to 12 noon on the day for afternoon sessions and up to 23:55 for the following day's Breakfast Club. Children will not be able to be booked in after that time.
- Parents / carers of children not booked into The Orchard, but who subsequently attend, will incur a £2 non-booking fee per child, in addition to the cost of the session.
- Bookings may be cancelled or changed up to 19:00 the day before the booked sessions.

### **Responsibility for attendance**

- It is the parent / carer's responsibility to ensure that their child / children arrive, on time, to the Breakfast Club, and are signed in accordingly.
- It is the parent / carer's responsibility to ensure that their child / children are aware that they will be attending any After-School Club.

- It is the parent / carer's responsibility to notify the school if there are late changes made to their child / children's club attendance on that day.

### **Penalties for Late Collection**

- It is the responsibility of all parents / carers 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 The Orchard to exclude the child from subsequent sessions.
- There is a penalty charge of £3.00 for every five minutes (or part thereof) for each child collected after the official closing time of the club.
- This penalty charge must be paid before any future booking for The Orchard.
- Where the penalty is outstanding and further sessions have been pre-booked and paid for by the parent / carer, The Orchard reserves the right to exclude the child from the club, until the penalty is paid, without issuing a refund for sessions unattended.

### **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 The Grove / The Orchard 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.
- Failure to settle all fees and/or penalties when due may result in the school taking action (including legal action) to recover any outstanding sums.

### **Childcare Vouchers**

- Childcare Vouchers will be credited to individual accounts only when the funds have been received by the school. Please note that many Childcare Voucher Providers take up to 7 days to allocate these funds to the school, therefore you must allow 14 Days for this credit to be transferred across to your account.
- The school is registered with a number of Childcare Voucher Providers - please contact the school office for more information.

### **Grounds for Exclusion**

- Any child who has suffered from diarrhoea, sickness, high temperature/fever, conjunctivitis or any contagious disease must be kept away from the school for a period of 48 hours after such condition has ceased.
- Should any child suffer from any of the above whilst at The Orchard, the staff will contact the parent / carer and ask them to collect the child as soon as possible.
- Other grounds for exclusion are persistent poor behaviour on the part of the child or the parent / carer, (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 of our terms and conditions.

- Refunds will not be made if children are excluded on the grounds set out above.

### **Reservation of Rights**

- The Orchard reserves the right to exclude a child or family from attending the Club or to refuse to accept a registration at its sole discretion.
- The Orchard reserves the right to close the club on the grounds of staff shortage, unavailability of facilities, or for any other reason, which in its reasonable opinion necessitates closure. Reasonable notice will be given where possible.
- The Orchard reserves the right to change these terms and conditions at any time.

### **Legal: Waivers, Exclusions and Jurisdiction**

- No failure or delay by The Orchard 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.
- The Orchard 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.

- The Orchard 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 instructions.
- In accordance with The Orchard's Health Policy, The Orchard accepts only medication which is prescribed, in original packaging including the pharmacy label which indicates the child's name.
- The Orchard accepts no liability for loss or 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.
- The Orchard accepts no responsibility for injury caused from pre-existing medical conditions which are not notified to the club.
- Parents / carers may be charged for intentional damage caused by children attending The Orchard in accordance with the Charging and Remissions Policy.