

# **Belleville Primary School Wraparound Care Provision**

## **Terms and Conditions**

Belleville Primary School herein referred to as "the school" offers a place to the child referred to on the wraparound registration form who is to join the wraparound care on the following terms. These terms and conditions relate to the contract between the wraparound care and the parent/carer.

### **Booking Sessions**

1. The parent/carer shall give a half-term's notice in writing to the school (using the appropriate form) for any change of days at the wraparound care.
2. Ad-hoc sessions can be booked in advance of the session, depending on availability. These requests should be booked online via SchoolsBuddy and must be paid for up front. Ad hoc sessions can only be booked until 3.30pm the day before the session required.
3. The parent/carer shall give no less than a half-term's notice in writing to the school to alter a start date for a new child. The wraparound care fees will remain payable at the full session rate.

### **Payment of club fees**

4. Parents may secure their place for the full academic year by paying 10% of the fees upfront per term at the beginning of the academic year, or parents may choose to book their place on a termly basis. Both options are subject to the cancellation/termination terms detailed below.
5. Full payment of the wraparound care fees for the child's attendance for each half term period shall be made by the parent/carer by the end of each half-term, and before the next half term begins.
6. The school shall issue a reminder for any outstanding fees due each half term.
7. The school shall charge for all booked sessions from the first day of each school half-term, for the whole of the half-term.
8. If the payment of wraparound care fees is outstanding for more than 30 days then the school may suspend the child's place until full payment is received. If the fees remain unpaid for a period of 60 days from the due date the school may terminate the contract without any period notice. Upon termination of this contract the child shall cease forthwith to be admitted to the wraparound care, and the school's notice to terminate shall be regarded as a formal demand for all outstanding monies.
9. The school reserves the right to increase said fees at any time on the proviso that one half-term's written notice of the increase is sent to the parent/carer.
10. The school does not permit the reduction of fees, due to a child's absence (e.g. through illness) whilst the wraparound care is open. The parent/carer is therefore obliged to make full payment. In the event of payment not being made the school reserves the right to terminate this agreement in accordance with point 8.
11. In the event that the child is collected late from the after-school wraparound care i.e. after the published closing time of the provision, we reserve the right to charge a fine for the duration of the period until the child is collected by an authorised adult. This late collection charge shall be due for payment within 48 hours of the issue of said charge.
12. In the occurrence that the child requires a change of clothing from the club(s), such clothing should be washed and returned to the club team leader within 7 days of the incident.

### **Cancellation/Termination**

13. After booking a confirmed place, either party may terminate this agreement by the service of a half-term's notice in writing. During that said period the school undertakes to continue to admit the child and the parent/carer undertakes to pay all fees due. In the event of the parent/carer failing to pay the half-termly fees the child's place will be immediately withdrawn and the school shall be entitled to serve a formal demand for payment of said monies.
14. In the event of the parent/carer giving notice of withdrawal of the child and immediately withdrawing the said child there shall be due to the school half-term fees in lieu of notice. Failure by the parent/carer to provide a half-term's notice or any notice at all shall render the parent/carer liable to the school for the half-term's fees.
15. Notice must be in writing (using the appropriate form available on the school website) either by email at [wraparound@belleville.g1e.org.uk](mailto:wraparound@belleville.g1e.org.uk) or handed into the school office. An email without the required form will not be accepted.
16. In the event that that the child is collected late on 5 occasions within a 12-month period, the school may serve notice to the parent/carer or request for the child to be immediately removed from the wraparound care and the provision of a half-term's notice as referred to in point 14.

17. If in the reasonable opinion of the school or person of a similar standing or authority it is considered that the continued presence of the child or the child's parent/carer is detrimental to the health, safety or wellbeing of the child or other children of the said wraparound care or the staff so employed or if termination of a place is considered by the wraparound care to be in the best interests of the childcare facility and/or the continuing welfare of the other children at the childcare facility then the wraparound care may serve notice to the parent/carer or a request for the child to be immediately removed from the wraparound care and the provision of a half-term's notice referred to hereinbefore states shall not apply.

#### **Liability**

18. The school accept no responsibility for any loss suffered by the parent/carer, arising directly or indirectly, as a result of the wraparound care being temporarily closed or the non-admittance of the child to the wraparound care for any reason.
19. The school accept no responsibility for the child whilst in the parent/carer's care at the wraparound care i.e. prior to hand over or after pick-up.
20. The wraparound care will not be liable to the parent/carer or any third party for any economic loss of any kind, for damage to the child's or parent/carer's property, for any loss resulting from a claim made by any third party for any special, indirect or consequential loss or damage of any kind.
21. Except in the case of death or personal injury caused by the school's negligence, Belleville School's liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the fees you have paid to the school.
22. The school shall have no liability under or be deemed to be in breach of the agreement with the parent/carer for any delays or failures in the wraparound care's performance which result from circumstances beyond reasonable control.
23. The school shall be not liable for any default due to any act of God, Force Majeure, pandemic, closure of the facility, following the recommendation of any Government Department or body, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
24. The school will take all reasonable precautions which, having regard to all the matters known to them before the Force Majeure Event, the wraparound care ought reasonably practicable and to resume the performance of the wraparound care's obligations as soon as reasonably possible.

#### **General**

25. The parent/carer must inform the school immediately of any changes to all information kept by the wraparound care in relation to the child and any information that is relevant to the care of the child.
26. The parent/carer must inform the wraparound care immediately if the parents of the registered child separate. This may have an effect on the "parental responsibility". If this is not the case the parent/carer is required to confirm this to the school at the earliest opportunity in writing. The parent/carer must inform the wraparound care if the child is the subject of a court order and immediately provide the school with a copy of the order.
27. The school reserves the right to refuse entry to any child who the staff deems to be not well enough to attend the wraparound care, particularly if the child shows symptoms of a contagious illness or infection. This is in accordance with the school's sickness policy.
28. Where a member of staff, within six months of leaving the employment of the school, is employed by a parent/carer to care for their child, who was previously registered at the wraparound care, then the parent/carer will be liable to pay the school a sum equivalent to 10% of their annual salary for the employee at the time their employment with the wraparound care terminated.

#### **Other Information**

29. We are registered under the Children's Act 1989, and we are legally obliged to follow the national care standards as set by OFSTED.
30. The parent/carer accepts the school is under a duty and will without reference to the parent/carer, report any suspicion of a child having been abused or neglected to the relevant authorities.
31. The school policies are available upon request and they form part of these terms and conditions. The parent/carer must comply with the policies and by accepting a place for the child at the wraparound care the parent/carer acknowledge that they have read and accept these terms and conditions.

#### **Acceptance**

The above terms and conditions are considered to be fair and accurate. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but in agreement shall remain in full force and effect. The parent/carer have read and understand the terms and conditions contained and undertakes to be bound by the same.