



## TERMS and CONDITIONS

Superkids Club Ltd hereinafter referred to as "the Club" offers a definite / provisional place to the child referred to on the registration form who is to join the club on the following terms. These terms and conditions relate to the contract between the club and the parent / guardian.

### 1. Term Time Registration Information / Deposit

- 1.1- A two week's registration deposit, as it is referred to in the prospectus, shall be paid by the parent / guardian to the club on the submission of the completed registration form. The registration deposit will be returned if the club cannot offer the place on the schedule and date required. On acceptance of the offer the deposit shall not be returnable unless 4 week's notice via email is provided to the admin team. The deposit is not deductible from the first month's fees.
- 1.2- The admin team requires the registered child's birth certificate to be emailed at time of registering. Copies are not kept for Data Protection.
- 1.3- The club will hold a two week's registration deposit to the value of the child's 'set days', until notice is given. Please see section 4.
- 1.4- Where there are changes to the child's attendance or 'set days', the two weeks registration deposit will adjust accordingly to meet clause 1.3. This includes any fee increases from clause 3.9

### 2. Booking Term Time Sessions

- 2.1- The parent / guardian shall give 7 days' notice in writing to the admin team for change of days at breakfast or after school club.
- 2.2- Additional / adhoc sessions can be booked in advance of the session. Such requests must be in writing to the club manager.
- 2.3- The parent / guardian shall give 7 days' notice in writing to the admin team for absence of 2 days or more due to school trips. When advance written notification is received, the club fees will be charged at 75% of the full rate for the duration of the school trip. When advance notice is not given, the club fees will remain payable at the full session rate for the duration of the school trip. In instances of absence on 1-day school trips, the club fee will remain payable at the full session rate.
- 2.4- The parent / guardian shall give no less than 7 days' notice in writing to the admin team to alter a start date for a new child. The club fees will remain payable from the start date stated on the Registration form or booking confirmation when adequate notification is not given.
- 2.5- The child's place will be continuous and ongoing each term and year until the required 4 weeks written notice is given to stop the place; or the child has reached the end of Year 6.

### 3. Payment of Club fees

- 3.1- Payment of club fees to the club for the child's attendance at the club shall be made by the parent / guardian monthly, in advance, on the first day of each month (the due date).
- 3.2- Childcare voucher payments are accepted, including the governments Tax Free Childcare scheme, 'TFC scheme'. Parents/guardians must give sufficient time for payment to arrive into the Superkids bank account. Late charges will apply as stated in clause 3.6. of the agreement.
- 3.3- The club shall issue an invoice prior to the 1<sup>st</sup> day of each calendar month. It is the parent/guardian's responsibility to notify Superkids in writing if they have not received the invoice by email by the 1<sup>st</sup> day of each calendar month. Late payment charges will be implemented where payment of club fees have not been received by the due date, and notification from the parent has not been received.
- 3.4- The club shall charge for booked sessions from the first day of each school term.
- 3.5- Payment of extra days or adhoc sessions must be paid for on the same day as the session or no later than the Friday of the same week in which the extra session occurred. Cancellation of extra days will not be accepted within 48 working hours of the booked date and full session fees will remain payable. Adhoc bookings made on the same day of the session cannot be cancelled and will be charged at the full session rate.

- 3.6- A flat rate of one after school club session per calendar month will be charged for club fees which are unpaid or part paid according to monies received by Superkids bank account by the 10<sup>th</sup> day of each month.
- 3.7- Full payment of additional / adhoc sessions must be paid in full by the Friday of the same week.
- 3.8- If the payment of fees referred to in 3.1 above shall be outstanding for more than 30 days, then the club will 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 club may terminate the contract. Upon termination of this contract the child shall cease forthwith to be admitted to the club, and the club's notice to terminate shall be regarded as a formal demand for all outstanding monies.
- 3.9- The club reserves the right to increase the said fees at any time upon giving one calendar month's written notice of the proposed increase to the parent / guardian.
- 3.10- In the event that the child is collected late from the after-school club, i.e. after the published closing time of the club, a charge of £1 per minute shall be accrued for the duration of the period until the child is collected by an authorised adult. This late collection charge will be invoiced via Family and payment is due by the expected date.
- 3.11- In the occurrence of the child requiring a change of clothing from the club, such clothing should be washed and returned to the club manager within 7 days of the incident. The cost of replacement of clothing that are not returned will be charged to the parent / guardian on the invoice.

#### 4. Cancellation / Termination

- 4.1- After an offer has been made by the club but before acceptance by the parent / guardian either party may cancel the offer by serving 7 days written notice.
- 4.2- After acceptance of the offer by the parent / guardian the place will be continuous each term and year until either party may terminate this agreement by the service of 4 week's notice in writing. During that said 4-week period the club undertakes to continue to admit the child and the parent / guardian undertakes to pay all fees due. In the event of the parent / guardian failing to pay the month's fees the child's place shall be immediately withdrawn and the club shall be entitled to serve a formal demand for payment of such monies.
- 4.3- In the event of the parent / guardian giving notice of withdrawal of the child and immediately withdrawing the said child there shall be due to the club 4 weeks fees in lieu of notice. Failure by the parent / guardian to provide 4 week's notice or any notice at all shall render the parent / guardian liable to the club for 4 week's fees and non-return of deposit.
- 4.4- Notice must be in writing by email or posted to the admin team.
- 4.5- In the event that the child is collected late on 5 occasions within a 12-month period, the club may serve notice to the parent / guardians or a request for the child to be immediately removed from the club and the provision of 4 weeks' notice as referred to in sub-clause 4.2 hereinbefore stated shall not apply. The term "Late" means collection after the published closing time of the Club.
- 4.6- If in the reasonable opinion of the club manager or person of similar standing or authority it is considered that the continued presence of the child or the child's carer is detrimental to the health, safety or well being of the child or other children of the said club or the staff so employed or if termination of a place is considered by the club 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 club may serve notice to the parent / guardians or a request for the child to be immediately removed from the club and the provision of 4 week's notice as referred to in sub-clause 4.2 hereinbefore stated shall not apply.

#### 5. Holiday Club (Playscheme)

- 5.1- The club does not permit the reduction of payment of fees, including admission fees for playscheme activities, if the child is absent from the playscheme on a booked day due to illness or holiday whilst the club is open. The parent / guardian is therefore obliged to make full payment. In the event of payment not being made the club reserves the right to terminate this agreement in accordance with clause 3.8.
- 5.2- Cancellation of Playscheme bookings must be made in writing to the admin team as soon as possible, after 24 hours of receiving a booking confirmation a cancellation fee per day will be charged. Any requests made later than 48 hours of the playscheme start date will not be granted and the playscheme session and any admission costs for activities will be charged at the full session rate (note the start date in the confirmation email)
- 5.3- In the event that the child is collected late from a playscheme session, i.e. after the published closing time of the club, a charge of £1 per minute shall be accrued for the duration of the period until the child is collected by an authorised adult. This late collection charge will be invoiced via Family and payment is due by the expected date.
- 5.4- In the occurrence of the child requiring a change of clothing from the club, such clothing should be washed and returned to the club manager within 7 days of the incident. The cost of replacement of clothing that are not returned will be charged to the parent / guardian on the invoice.

## 6. Liability

- 6.1- The club accept no responsibility for any loss suffered by the parent / guardian, arising directly or indirectly, as a result of the club being temporarily closed or the non-admittance of the child to the club for any reason.
- 6.2- The club accept no responsibility for the child whilst in the parent / guardian's care at the club, i.e. prior to hand over to the club staff or after collection by the parent/guardian.
- 6.3- The club will not be liable to the parent / guardian or any third party for any economic loss of any kind, for damage to the child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.
- 6.4- Except in the case of death or personal injury caused by the club's negligence, Superkids 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 that you have paid the club.
- 6.5- The club shall have no liability under or be deemed to be in breach of the agreement with the parent / guardian for any delays or failures in the club's performance which result from circumstances beyond reasonable control.
- 6.6- The club shall not be 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.
- 6.7- The club will take all reasonable precautions which, having regard to all the matters known to Superkids before the Force Majeure Event, the club ought reasonably to take and will use all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out the club's obligations to the parent / guardian in any way that is reasonably practicable and to resume the performance of the club's obligations as soon as reasonably possible.

## 7. General

- 7.1- The parent / guardian must inform the club manager immediately of any changes to all information kept by the club in relation to the child and any information that is relevant to care of the child.
- 7.2- The parent / guardian must inform the club immediately if the parents of the registered child separate. This may have an effect on the "parental responsibility" status of the child's mother or father. It is assumed that both parents have "parental responsibility". If this is not the case the parent is required to confirm this to the club at the earliest opportunity in writing. The parent / guardian must inform the club if the child is the subject of a court order and immediately provide the club manager with a copy of the order.
- 7.3- The club reserves the right to refuse entry to any child who the staff deem to be physically or mentally not well enough to attend the club, particularly if the child shows symptoms of a contagious illness or infection. This is for the welfare of that child and the welfare of the other children and carers attending the club.
- 7.4- Where a member of staff, within six months of leaving the employment of the club, is employed by a parent/guardian to care for their child, who was previously registered at the club, then the parent/guardian will be liable to pay the club a sum equivalent to 10% of their annual salary for the employee at the time their employment with the club terminated.

## 8. Other Information

- 8.1- The club is registered under the Children's Act 1989, and we are legally obliged to follow the national care standards as set by OFSTED.
- 8.2- The parent / guardian accept that the club is under a duty of care. Where it is not possible to contact the parent/guardian or where doing so may put the child at risk of harm, the club will, without reference to the parent / guardian, report any suspicion of a child having been abused or neglected to the relevant authorities.
- 8.3- The club policies and procedures are available on request and they form part of these terms and conditions. The parent / guardian must comply with the club policies and procedures and by accepting a place for the child at the club the parent / guardian acknowledge that they have read and accept the terms and conditions.

## 9. Acceptance

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

**Superkids Club Ltd**  
**Registered in England Number: 8218092**  
**Registered Office: 20 Nyon Grove, London, SE6 4EU**