

Terms and Conditions

We are a caring and considerate company who have established these terms and conditions for the benefit of the children in our care, parents and our practitioners.

Please read these carefully.

These terms and conditions relate to the contract between the Club and the parent/guardian of the child within our care. The headings in this agreement are inserted only for convenience and shall not affect its construction.

The terms regarding notice periods and payment of fees are to promote the stability of our forward planning and resourcing of the Club. Therefore, to enable us to maintain our commitment to high quality childcare and education we always require all parents and guardians to strictly abide by these terms and conditions.

Our Terms and Conditions may be updated monthly and changes communicated by email.

Acceptance of a place: upon completing and signing the Enrolment Form parents/guardians are deemed to have read, understood and agreed to the Terms and Conditions and undertake to be bound by the same. For the avoidance of doubt, payment of the registration fee constitutes the acceptance of a Club place and the agreement to abide by these terms and conditions.

Registration fee: once the Enrolment form has been received, the Club will assess availability of places and confirm a child's place in writing by email. A registration fee is payable as per that stated on the online Enrolment form to the Club within 7 days of an offer of a place being made. The registration fee shall not be returnable if such acceptance of a place is later withdrawn by the parent/guardian for any reason.

Deposit: a deposit of £400 is also payable to the Club within 7 days of a place being confirmed via email to secure the place. The deposit is refunded in full on the basis that a minimum of one full school term's fees have been paid in full and the required notice has been provided, and all fees, charges and costs are fully paid up to date in line with the Club policies.

The Deposit is not refunded if the Club place is not taken up when newly starting or re-enrolling ahead of any of the Autumn, Spring or Summer terms having had a place confirmed to a parent via email, nor when re-enrolling for the Autumn term of the next academic having had a place confirmed to a parent via email.

Similarly, the Deposit is not refunded after the Club has confirmed a place to start or continue for the Autumn, Spring or Summer term via email in lieu of reserving the place and thereby reductions nor cancellations of a booking pattern are possible after confirmation of a place. Like for like changes may be accommodated subject to availability.

If a parent cancels or reduces the booking pattern of a Club place either after confirmation via email of a place for the same term or following term, or to cancel or reduce within the same term,

the full term's fees are still payable based upon the agreed booking pattern at the time of confirmation.

Cancellation of a place and receiving the deposit back in full is possible after the end of the Autumn, Spring or Summer term on the basis that a place for the following term has not already been confirmed via email. We just ask parents email us to confirm your child will not continue for the following term and we will refund the deposit back to you in full within 7 days of the end of term and close the place on the basis all fees and charges have been paid in full to date.

Fees, Fee changes and payments

The Club fees are based on Hampton Infants and Junior school term dates. The Club reserves the right to change the said fees at any time upon giving one month's written notice of the proposed changes however if any changes are to be made, they are typically made on a termly or annual academic year basis. The fees quoted on the latest fee schedule and thus applicable to all bookings at the time in question supersede any fees quoted by email, telephone or other medium previously on the basis of a previous fee schedule or in error. There are no sibling discounts applicable to Club bookings.

Payment of fees to the Club for a child's attendance are due for the full term in advance a maximum of 7 days after invoice.

Fees are only payable by Direct Debit, BACS transfer, HMRC Tax Free Childcare scheme or Childcare Vouchers. No other forms of payment are accepted nor constitute payment of fees.

Payment of the full terms' fees by Direct Debit will be collected within 7 days after invoice for the next full term. Any failed Direct Debit payments will be attempted again, and a £10 admin fee will apply.

Please note it takes around 4 days for us to receive Childcare Vouchers from the date they are sent by the parent from the voucher company. We accept childcare vouchers from most childcare voucher companies. Please contact us for our unique reference number once you have confirmed which voucher company you will use.

A £15 BACS payment charge will apply for each month that childcare vouchers are not cancelled and/or are required to be refunded to a parent by bank transfer.

Payments via the HMRC Tax Free Childcare scheme must be sent to the Club by the parent from their HMRC portal.

In the event of non-payment by the required deadlines, if a Direct Debit mandate is active, a place will be kept open whilst a Direct Debit is attempted once (twice if payment via Direct Debit in the first instance). Should the Direct Debit attempt or reattempt (as applies) fail, or an active

Direct Debit mandate is not in place, then the child's place will be automatically cancelled for the full term ahead without further notice provided to the parents by the Club.

Upon either suspension or termination of this contract by the Club the child shall cease forthwith to be dropped off to school/collected from school/admitted to the Club and such suspension or termination shall be regarded as a formal demand for all outstanding fees, charges and costs (if any).

Absence: unscheduled school closure, all holiday, medical, sickness and voluntary absences during school term time and exclusion as per the Club's policies and procedures.

To comply with legislation, notification to the Club of a child's absence or sickness is always required. We kindly request this in writing by email at all times, and strictly no later than 8am on any given day for breakfast club and by 1pm for the after-school club.

Advance notice of any absence due is required for the Club team in terms of planning transport. Given the consequences of a lack of absence information, the Club reserves the right to terminate places with immediate effect whereby a Parent has on a few occasions not complied with the notification of absence and in these circumstances no refund would be provided for the balance of fees for the term.

Extra days, Ad-hoc bookings and Booking changes: Booking requests whether for a future date or the same day must only be made via email to nursery@astonpierpoint.com - we endeavour to respond very quickly to all extra day booking requests.

Please do not request extra day bookings by phone or in-person. Admin charges of £20 will apply for any non-email booking related communication.

Extra sessions once booked cannot be changed or sessions/days exchanged.

The minimum booking pattern is one after school club session or two breakfast club sessions per week.

The Club reserves the right to charge a monthly administration fee for managing ad-hoc only or non-standard booking patterns - this will vary depending on the specific booking pattern. Ad hoc bookings are charged at the agreed rate via email.

Term dates and dates of operation are set by the Club and the Club reserves the right to change them if required due to notice provided by the landlord or other operational reason as required. There is no minimum notice that can be guaranteed for such changes or closure of the Club - fees for closure in such circumstances would be refunded to the Parent at the end of the current full term.

Communication: all communication must be made via email only and no other form of communication is accepted.

Last Day at Club: the default booking end date will always be the end of the current school term unless a new booking request is made for each following term, and place confirmed via email by the Club for the next school term.

Termination and Notice Period: All Reception Year and above school age before and after school club bookings are offered and accepted on a term-by-term basis.

If a parent does not wish to continue for the following school term, they should not email back to confirm to continue and rather send an email requesting the place to be closed at the end of the current term.

Should a parent wish to cancel a place for the current school term in the event all fees and charges for the current term had been paid up to date in full at that point, this would fall under notification of Absence as no refund of the fees will be applicable, however the Deposit will be refunded based upon the conditions regarding Deposits.

In the event of non-payment of fees, termination of a place will apply without further notice provided to the parent by the Club.

Under circumstances whereby if in the reasonable opinion of the Club management, it is considered that the continued presence of a child and/or family is detrimental to the health, safety or well-being of the child, other children, our staff and/or the Club environment as a whole, then the Club may serve notice for a child to be immediately removed from the Club, under which circumstances the provision of any notice period may not apply if reasons are solely related to the child and only fees, costs and charges applicable up to and including the date of immediate notice being provided are to be paid by the parent.

In the event the reason(s) that the Club may serve notice for a child to be immediately removed from the Club are related to the parents (staff or management are treated inappropriately, face abusive language or behaviour or are harassed/pressured into circumventing any Club policy or procedure), then fees, costs and charges applicable up to and including the end of the current term are still to be paid by the parent.

Opening times: the Before and After School Club is open from 7.30am in the mornings, and until 6.30pm in the evenings, Monday to Friday during Hampton Infants and Juniors school term dates. The Club is closed on all UK Bank/Public Holidays and Hampton Infants and Juniors Inset Days and no fees are payable on these dates. A holiday club operates during school holidays and on Inset days, however, the Club is closed on all UK Bank/Public holidays.

Collection: we require written and signed consent as well as a password, strictly as per our Collection Policy, in order to allow any designated adult to collect a child.

Non-Collection of a child: if a child remains with us after session, full day or Club hours, we will continue to care for them in a safe and caring environment. A charge of £10 per 10 minutes will be made. Parents must adhere to our opening times and respect our practitioner's working hours. In the event of continual failure to comply with closure times the Club reserves the right to terminate a child's place with no refund provided for the balance of fees for the term.

Parking: when dropping off or collecting we ask that you consider both other parents and children of the Club as well as our neighbours and their driveways. Parking at the Club is only for drop off and collection times and cannot be used at any other times. The owners of the car park actively monitor it and report to us any infringements of this policy.

Spare clothing: Failure to provide spare clothing will result in a charge of £10 per occasion.

Labelling of clothing and shoes: please label your child's shoes and jackets/outerwear especially - this helps us identify your child's specific clothing in case other children have identical clothing.

Club policies and procedures: Please speak to the Club manager if you wish to know more about our Club policies and procedures.

Child welfare: as Early Years Providers, we have a duty under section 40 of the Childcare Act 2006 to comply with the welfare requirements of the Early Years Foundation Stage, under which providers are required to take necessary steps to safeguard and promote the welfare of young children. Should your child become ill during Club hours, a member of the Club team will contact you. If your child is suffering from an illness that may cause cross infection, discomfort or distress you will be asked to collect them. Our full sickness policy is issued upon the first visit. Parents are required to sign that they have read and agree to abide by it.

Babysitting: We do not allow our Club practitioners to babysit and parents must strictly not make requests of the Club team to do so.

Furthermore, please note that any former practitioners whom are no longer engaged by the Club or the nursery are not permitted to drop-off and/or collect any children from the Club.

Insurance: we carry liability insurance policies and adhere to strict health and safety standards. However, we do not accept responsibility for loss or damage to property or accidental injury. We do not accept any liability for loss or damage to any personal belongings or equipment brought to, or left at, the Club. In the event of minor accidents you will be informed and asked to sign to acknowledge this.

Should a parent/carer bring another child with them to the Club, the responsibility for that child remains with the parent at all times and we ask that they are supervised at all times to ensure the safety of younger / other children - we do not accept any liability for any loss or damage to property or injury to children not attending the Club and/or in the company of a parent/carer attending the Club.

Data protection: In compliance with current UK Data Protection legislation we are registered with the ICO and any information you provide to us will be kept secure and treated confidentially. The data collected will only be used by the Club in accordance with Aston Pierpoint Nursery, Aston House and Aston Club and will not be disclosed to any external sources without your prior consent unless we are required to by law or in order to uphold the Club's policies and procedures and/or safeguarding and welfare requirements of the EYFS.

Non-Solicitation of practitioners

If a practitioner is employed or engaged to care for a child previously registered with the Club, the child's parent/guardian will be liable to pay costs for breach of contract. This is effective within and up to twelve months of a Club practitioner terminating their employment or engagement with the Club.

The parent/guardian of the child, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of twelve months following its termination (howsoever terminated) that he/she will not seek to whether directly or indirectly employ, entice away or attempt to entice away from the employment or engagement of the Club any person or persons employed or engaged by the Company at the date of termination of the agreement between the Company and the parent/guardian or any person or persons who was employed or engaged by the Company in the twelve months preceding the date of termination of the agreement between the parent/guardian and the Company.

If the parent/guardian shall breach the aforementioned clause then he/she agrees to personally indemnify the Company with an immediate fixed settlement (payable no later than within 7 days of the breach of contract occurring) of financial compensation equal to twelve month's salary based on the final salary of the team member in question when employed or engaged at the Club.

Variation of the Club's Terms and Conditions contained herein: there shall be no variation of this agreement unless it is in writing and made only between the Club owner and the parent/guardian, any such agreement being in writing with one month's written notice.

It is hereby recognised that the Club is owned by PMD Ventures Services Limited and the team members of the Club are engaged by the Company.

The employees and operatives of the Company at the said Club are not authorised to: bind the Company in respect of the variation of any terms of this agreement or any other such agreement;

enter into agreements be they oral or written with the parent/guardian; make any representation as to the rights of the Company to take legal or other proceedings.