

Terms and Conditions

We believe these standard terms and conditions reflect the custom and practice of private clubs providing out of school hours care. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the club. Nothing in these terms and conditions affects the parents / guardian's statutory rights.

To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions:

Definitions

1. In this agreement:

"Club" means The Bowes Club at Bowes Primary School, Bowes Road, New Southgate, London N11 2HL;

"Child" means the child named in the application form;

"Governors" means the Governors of Bowes Primary School;

"Parent" means a parent or guardian of the Child;

"Schedule One" means the document attached at schedule one hereto;

"Service" means out of school hours care for children.

1. To register your Child at the Club, a non refundable registration fee of £20.00 is provided for each Child registered. This does not guarantee that a place will be available.
2. The Service is only available during term time.
3. All fees are charged monthly in advance and must be paid on the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. Fees are payable during periods of absence from the Club, including sickness and family holidays.
4. Fees are calculated on the basis of a weekly charge.
5. Prices quoted are for Breakfast Club (8am-9am) which includes breakfast, After School Club (3.15pm-6pm) which includes drinks and a snack.
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7. To secure a Club place the first month's fees (deposit) must be paid at the time the place is confirmed by the parent or guardian.
8. Once a place at the Club is confirmed the first month's fees become payable to secure the place. Four weeks written notice is required if you no longer require the place or you wish to withdraw your Child from the Club. Fees are payable during the whole of this time. Fees are also payable if there is any delay in taking up the place accepted.
9. Fees may be increased by the Governors by giving four weeks advance notice.
10. If you register your Child for a full time place at the club (i.e. 5 sessions for Breakfast Club, or 5 sessions for After School Club and such place is confirmed by The Bowes Club you will not be permitted to reduce the number of sessions attended within 8 weeks of the date of the first session attended and you will be charged for any sessions not attended during such a period.
11. Four weeks written notice is required if you wish to reduce the sessions attended once the eight week period has elapsed. Such notice may be given during the 8 week period but will not be effective until the expiry of the period.
12. If Fees fall into arrears, the Parents will pay the Governors the value of any discounts given by the Governors to the Parents in relation to the Service. Fees in arrears will be charged at 10% per annum of the Fees in arrears, compound interest, calculated weekly. Children may be excluded from the Club if fees remain outstanding beyond 14 days beyond their due date and the registration terminated.
13. The Child must be collected from the Club by the end of the period of the Service. If the Child is not collected by this time the Parent will pay the Governors £10. If the Child is not collected within 15 minutes of the end of the period of the Service the subsequent additional time for which the Service is provided that day will be divided into 15 minute units and the Parent will pay the Governors £10 for every 15 minute unit and £10 for any excess not divisible into a 15 minute unit.
14. Except in the case of death or personal injury caused by a party's negligence or non payment of Fees, neither party's liability under this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall exceed £1,000.
15. Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of an indirect or consequential nature.
16. The Governors shall not be liable for any failure or delay in performance of this contract which is caused by circumstances beyond their reasonable control including without limitation any labour disputes between the Governors and employees at the Club.
17. If you Child becomes ill during a Club session the Club Manager will contact the parent/guardian or the emergency contact indicated on the registration form. If your Child is suffering from a communicable illness your Child should not be brought to the Club until such a time as the infection has cleared. A full copy of the Infection Control Poster is available to view at the Club.
18. We will work with parents/guardians to provide suitable food for children who have a special dietary requirement as diagnosed by a doctor or dietician.
19. You should be aware that The Bowes Club occasionally takes photographs within the Club which may be used in training or promotional material.
20. It is understood that The Bowes Club under an obligation to report to OFSTED/Child Protection any incident where we consider a Child may have been abused or neglected. This may be done without informing the parents/guardians.
21. The Service may be terminated on one month's notice by the Governors to the Parent.

LARGER COPIES ARE AVAILABLE ON REQUEST

I have received and read the Terms and Conditions of registration, and agree to comply with them.

Name of Child _____

Signed by the Parent/Carer _____

Print Name _____

Address _____

Witnessed _____

Dated _____

Signed on behalf of the Governors _____

Print Name _____

Witnessed _____

Dated _____