

## Terms And Conditions

Cadland After School and Holiday Club hereinafter referred to as 'the club' offers a definite/provisional place to the child referred to overleaf 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.

The headings in this Agreement are inserted only for convenience and shall not affect its construction.

### 1. ADMINISTRATION FEE

An administration fee as is referred to on the fee sheet shall be paid by the parent/guardian to the club on submission of the completed application form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian.

### 2. ACCEPTANCE

A administration fee as is referred to on the fees sheet shall be paid by the parent/guardian to the club on the acceptance of the offer and that administration fee is non-refundable. Such fee is not returnable if such acceptance is later withdrawn by the parent/guardian. The administration fee is not deductible from the first month's fees.

### 3. PAYMENT OF CLUB FEES

- i) Payment of fees to the club for the child's' attendance at the club shall be made by the parent/guardian monthly in arrears on the first day of each month (the due day). Daily fees will be charged in all cases unless 48 hours notice of cancellation for a booked session is received.
- ii) If the payment of fees referred to in i) above shall be outstanding for more than 28 days the club may serve seven days notice in writing to terminate this contract. Upon termination of this contract the child shall cease forthwith to be admitted to the club and the club's' notice to so terminate shall be regarded as a formal demand for all outstanding monies.
- iii) The club reserves the right to increase fees at any time upon giving 28 days written notice of the proposed increase to the parent/guardian. If no representations are received in writing from the parent/guardian to the increased fees then the parent/guardian will be deemed to have accepted the same and the payment shall be due in accordance with clause i) hereof.
- iv) The club year runs from September 1<sup>st</sup> to August 31<sup>st</sup> and closes for one week at Christmas and all Bank holidays.
- v) Fees are payable within 7 days of invoices being issued. Payments not received between 7 and 28 days will be liable to a 10% surcharge, over 28 days a surcharge of 25% will be applicable.
- vi) There is no non payment of fees owing to the child's' absence through illness (see 3.i.) 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.ii).

#### 4. CANCELLATION/TERMINATION

- i) Following an offer made by the club but before acceptance by the parent/guardian either party may cancel the offer by serving 7 days written notice.
- ii) After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of one calendar months notice in writing. During this period, the club undertakes to continue to admit the child and the parent/guardian undertakes to pay all fees due. If fees are not paid the child's place shall immediately be withdrawn and the club shall be entitled to serve a formal demand for payment of such monies.
- iii) In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing the said child one calendar month's fees in lieu of notice will be required. Failure by the parent/guardian to provide one calendar months notice or any notice at all shall render the parent/guardian liable to the club for one month's fees.
- iv) Notice must be in writing and posted to the club manager.
- v) Termination of this agreement may also be affected in accordance with clause 3.iii).
- vi) 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 referred to herein is detrimental to the health, safety or well being of the child or other children in the club or staff employed then the club may serve notice to the parent/guardian or a request for the child to be immediately removed from the club and the provision of one months notice as referred to in sub clause ii) herein before stated shall not apply.

#### 5. VARIATION

- i) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the club and the parent/guardian.
- ii) It is hereby recognised that Cadland After School and Holiday Club (hereafter referred to as 'the company') is owned by the partner's and the members of staff are employees of the partners.
- iii) The employees at the club are not authorised to bind the company in respect of the following matters:
  - a) The variation of any terms in this agreement
  - b) Entering into any agreement oral or written with parent/guardian as to payments, fees or arrears.
  - c) The acceptance of any offers as to payment other than in accordance with clause 3.
  - d) The making of any representations as the rights of the company to take legal or other proceedings.

#### 6. INSURANCE OF CHILDREN

- i) The fees payable for children aged 4 years or older include the payment of a premium for personal accident insurance.
- ii) No responsibility is accepted for any child who arrives before 8am or for any money or other articles of value lost on the club premises or elsewhere whilst under the club's control.

#### 7. ACCEPTANCE

The parent/guardian has read and understands the Terms and Conditions contained herein and undertakes to be bound by the same.

March 2007