

COMMERCIAL TERMS AND CONDITIONS OF ATTENDANCE AT DORE VILLAGE KIDS

GENERAL

1. These terms and conditions set out the contract between Dore Village Kids and the Parent or legal Guardian with respect to your child (or children)'s attendance at Dore Village Kids out of school club, as set out in the enrolment details on the front page of this document.
2. These terms and conditions should be read in conjunction with the enrolment details. In the event of any inconsistency between the terms and conditions and the enrolment details, the enrolment details shall prevail.

REGULATION

3. Dore Village Kids is registered with Ofsted and operates in compliance with applicable law and regulation. Inspectors regularly visit Dore Village Kids to ensure the appropriate standards of care are being provided.

FEES

4. The fees payable in respect of your child / children's place at Dore Village Kids are set out in the enrolment details.
5. All fees are payable half termly, within 14 days of the delivery of an invoice.
6. In the event that any fees are unpaid for more than 14 days, we reserve the right to exclude your child from Dore Village Kids temporarily until such fees are paid in full.
7. Further, we may charge interest on any unpaid fees at a rate of 4% per year, payable from the due date until settlement of any invoice in full.
8. In the event that you request any additional attendance for your child during a half term, it may only be provided subject to availability.
9. Fees are determined on the basis of your bookings, and not attendance. No refund or credit will be provided for sessions missed due to ill health or otherwise.
10. We reserve the right to increase fees at any time by providing one months' notice in writing. Fee increases will come into effect at the start of the following half term.

TERM AND TERMINATION

11. This contract shall commence on the date of signature.
12. If you booked online or over the telephone, you have a legal right to change your mind about this contract within 14 days of the date of confirmation, however you cannot cancel your booking(s) once your child has started attendance.
13. If you change your mind about a booking you made online or by telephone within 14 days of booking it, and without your child's attendance starting, please contact us. We will refund you as soon as possible by the method you used for payment. We don't charge a fee for the refund.
14. If you wish to withdraw your child from Dore Village Kids, you must provide no less than 4 weeks' written notice. If you would prefer to withdraw your child immediately, you will still be required to pay the fees in full during this notice period.
15. If you wish to increase or decrease your child's attendance, we will also require 4 weeks' written notice. In the event that we are able to facilitate an increase in attendance in less than 4 weeks, we shall, subject to payment of the amended fees.
16. We reserve the right to suspend or terminate care of any child without notice, where we reasonably consider it to be necessary for the overall safety and well-being of staff and/or other children in our care.

17. We may terminate this contract for any reason by providing no less than 4 weeks' written notice.

OPERATING HOURS

18. Dore Village Kids is open in term time from 3.15pm to 5.30pm. This does not include any bank holidays or other public holidays.

19. Please inform us immediately if you will be late collecting your child. Any collection after 5.30pm will incur a fee of £10.

20. You must notify the club before the start of the session if you are collecting your child from school, or they will be attending another club on a day that they are booked to attend Dore Village Kids. You will still be required to pay the fees in full for these booked sessions

21. You must notify Dore Village Kids if an unauthorised person will be picking up your child. Verbal or written permission must be received before we will release a child to anyone who is not authorised on the registration form. A password will be used.

ILLNESS AND MEDICAL REQUIREMENTS

22. The Parent/Carer agrees that it is their responsibility to:

- a. notify Dore Village Kids as soon as possible if your child has a contagious illness, and observe the exclusion period for infection control issued by Public Health England; and
- b. keep Dore Village Kids informed of any alterations to the child's information, including (but not limited to) medical conditions and dietary requirements.

23. The Parent/Carer agrees that, in the event of an accident or incident, Dore Village Kids may provide first aid treatment and, if necessary, authorise any urgent medical treatment if we are unable to reach the Parent/Carer promptly.

24. The Parent/Carer understands and agrees that, while information regarding their child will be treated confidentially, in certain circumstances Dore Village Kids will be obliged by applicable law or regulation to share information about the child to other organisations, including the police, social care and healthcare professionals.

DATA PROTECTION

25. Dore Village Kids shall treat any personal information relating to the Parent/Carer and child in accordance with applicable law and regulation, as set out in its privacy policy.

26. No photographs or video images shall be permitted to be taken at Dore Village Kids, other than in accordance with the privacy policy.

POLICIES

27. We operate in compliance with a wide range of policies. Copies of key policies are available on our website and all policies are available on written request. It is your responsibility to familiarise yourself with the contents of the following policies:

- Health & Safety Policy
- Safeguarding Policy
- Behaviour Management Policy
- Data Protection Policy

ANCILLARY MATTERS

28. Any notice given to a party under or in connection with this contract shall be in writing and shall be sent by email to dorevillagekids@gmail.com.
29. Any notice shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
30. This notice provision does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
31. A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
32. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this contract must be made in writing and signed by both parties.
33. No failure or delay by a party to exercise any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
34. All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this contract as a whole.
35. This contract, and the rights set out in it must not be assigned or novated by the parent/carer. Dore Village Kids may assign or novate this contract as required, by giving written notice to the parent/carer.
36. This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
37. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

I have read and understood the terms and conditions and I agree to be bound by them and any other relevant booking terms and conditions that are issued from time to time.