



## TERMS AND CONDITIONS Holiday Playscheme

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. Registration Form

- 1.1- Before children can be admitted to the club, the club must have one fully completed registration form per child before attendance is permitted.
- 1.2- Parents / carers are required to promptly update the Registration form if there are changes to the child's medical, allergy or development needs, or changes to address, parental responsibility and GP information since first registration.

### 2. Bookings / Cancellations

- 2.1- The club will email booking information 4 weeks before the start of the holidays, subject to consent from the parent.
- 2.2- The club requires a fully completed playscheme booking form to process a playscheme booking.
- 2.3- On off-site trip days, all children and staff will go on the trip.
- 2.4- Activities with additional charges remain payable if the child does not attend on the day or opts out of participating in the activity.
- 2.5- Cancellation of Playscheme bookings must be made in writing to the Club Manager no less than 48 hours before the start date of the Playscheme. 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.
- 2.6- Extra days can be booked, subject to availability, by emailing the club. If extra days are booked once Playscheme has commenced, the higher advertised daily rate will apply.
- 2.7- 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. The parent / guardian is therefore obliged to make full payment. In the event of payment not being made the club reserves the right to charge £10 in accordance with clause **3.4**.
- 2.8- The club may cancel or withdraw from the agreement to care for a child if the child is collected after the advertised time on more than 5 occasions in a year, see clause **4.1**. For extra charges occurred when collecting late, see **3.5**.

### 3. Payment of Playscheme Club Fees and extra charges

- 3.1- Payment of playscheme club fees to the club for the child's attendance shall be made by the parent / guardian in advance, before the start of the Holiday Playscheme. Any payment made after the cancellation date will be charged at the higher advertised price.
- 3.2- The club shall charge for playscheme sessions as per days booked by parents / guardians on the booking form.
- 3.3- Payment of additional booked days must be paid for on or by the same day as the session date occurs at the applicable rate. Cancellation of extra days are subject to clauses as **2.3**. and **3.1**.
- 3.4- A flat rate of £10 will be added if Holiday Playscheme sessions are not paid within a week after the last Holiday Playscheme date. If left unpaid or part paid, the club will charge a further £10 per calendar month on the 20<sup>th</sup> day of each month until the balance is fully paid.
- 3.5- In the event that the child is collected late from holiday playscheme, 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 is due for payment within 48 hours of the issue of the late charge.
- 3.6- 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. Termination**

- 4.1- 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.
- 4.2- 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. Liability**

- 5.1- 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.
- 5.2- The club accepts no responsibility for the child whilst in the parent / guardians care at the club, i.e. prior to hand over to the club staff or after pick up.
- 5.3- 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.
- 5.4- Except in the case of death or personal injury caused by the clubs 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.
- 5.5- 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 clubs performance which result from circumstances beyond reasonable control.
- 5.6- 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.
- 5.7- 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 clubs obligations to the parent / guardian in any way that is reasonably practicable and to resume the performance of the clubs obligations as soon as reasonably possible.

#### **6. GENERAL**

- 6.1- 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.
- 6.2- 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 manage with a copy of the order.
- 6.3- The club reserves the right to refuse entry to any child who the staff deem to be 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 particular child and the welfare of the other children attending the club. When a child has had vomiting or diarrhoea the child should not attend the Club for a period of 48hours after the last bout of vomiting or diarrhoea.
- 6.4- 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.

#### **7. OTHER INFORMATION**

- 7.1- We are registered under the Children's Act 1989, and we are legally obliged to follow the care guidelines as set by OFSTED.

- 7.2-** The parent / guardian accept that the club is under a duty to report any concern for wellbeing, suspicion of a child having been abused or neglected to the relevant authorities. Where practicable the parent/guardian will be informed before any such referral takes place.
- 7.3-** 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.

## **8. 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 undertakes to be bound by the same.

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