

Schools Out Club Derby Ltd Contract with Customers

Company Registered Address: 80 Friargate, Derby, DE1 1FL

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Ofsted Registration Details:

1. Allestree Breakfast & After School Club: St John's Methodist Church, Birchover Way, Allestree, Derby, DE22 2QL. Ofsted details: EY493996 Approval setting date: 08/09/2015

2. Allestree Holiday Club: St Edmund's Church Hall, Kingscroft, Allestree, Derby, DE22 2FN. Ofsted details: RP534934, Setting Reference Number: 2599892, Registration Date: 26/8/2020, Approval setting date: 20/07/2020

3. Duffield Setting: Emmanuel Community Church, 32 Chapel Street, Duffield, Belper, Derbyshire, DE564EQ. Ofsted details: Ofsted Number: RP534934 Setting Reference: 2745020 Approval setting date: 27/07/2023

3. Kilburn Setting: Kilburn Baptist Church, Highfield Road, Kilburn, Belper, Derbyshire, DE56 OLT. Ofsted details: EY494019 Approval setting date: 28/06/2023

4. Mickleover Setting: Brookfield Primary School, The Hub, The Hollow, Mickleover, DE39SA. Ofsted details: RP534934 Setting Reference Number: 2703241 Date: 07/09/2022

By registering your child or children with Schools Out Club Derby Ltd you agree to the terms and conditions set out in this contract.

This contract has been devised in conjunction with the proprietor Amanda Hudson and the Management Team who have the responsibility for the daily implementation of all the procedures. This contract is also in line with recommendation from Derby City Council & Derbyshire County Council for Early Years.

IT IS AGREED BETWEEN BOTH PARTIES THAT:

- 1. Child Protection:** Parents/ carers must notify staff of any injury sustained by their child whilst not in attendance of the setting. If staff have any concerns about the welfare of the children in our care it is our legal duty to inform the Local Social Care of any child protection or safeguarding concerns. In turn staff will provide information on any accidents, incidents or injuries which may have been sustained whilst in our care. Your child will not be permitted to leave the club with anyone other than yourselves or any adults named on the registration form without prior arrangement. In the case of an emergency you should contact the club with details of an alternative adult who will collect and provide a password.
- 2. Breakfast & After School Club Fees:** Invoices for breakfast & after school club sessions that are the same each week where we have not been given an end date will be booked in for the rest of the academic year. This will not include any school holidays or bank holidays which are taken from dates published by Derby City Council and Derbyshire County Council. If you require any extra breakfast, after school club or inset

day care then you can book extra sessions in and these will appear on the following month's invoice as itemised sessions. Invoices for breakfast & after school club sessions that are booked in on a weekly or monthly basis where sessions will be different each week will be emailed to customers at the end of the month. Fees are due to be paid in full no later than the 20th of every month if they have not been received by the 20th date of the month a £10 late payment charge will be applied on the 21st and weekly until the amount has been paid. Late payment charges are added to your child's account in order to cover our finances and administration costs. Failure to clear the full amount by the last date of that month will result in your child's place being terminated and we will be unable to take or collect your child from school. This means your child will not be allowed to come to the club. Your outstanding debt will then be collected by the small claims court where you will be liable for costs. IT IS THE RESPONSIBILITY OF THE BILL PAYER TO ENSURE all invoices are paid on time and any extra sessions have been paid. Any bank transfers and government tax free childcare vouchers must be notified to us once the payment has been made including details of payment reference numbers, amount, date and child/s name. This must be done by emailing: info@schoolsoutclub.com

3. **Holiday Club Fees:** Invoices for holiday club will be emailed once the booking has been made. Payment for holiday club is required to be paid either in advance of your child's first day. In the case of the six weeks summer holidays we expect parents/ carers to pay the fees either weekly or in full for the month ahead. Failure to clear the full weekly amount by the end of the week's holiday club will result in us terminating any future bookings until the full payment has been made. £10 late payment charges which will be applied weekly until the amount has been paid. Late payment charges are added to your child's account in order to cover our finances and administration costs Your outstanding debt will then be collected by the small claims court where you will be liable for costs. IT IS THE RESPONSIBILITY OF THE BILL PAYER TO ENSURE all invoices are received & paid on time and any extra sessions or trips have been paid. Any bank transfers and government tax free childcare vouchers must be notified to us once the payment has been made including details of payment reference numbers, amount, date and child/s name.
4. **Time off for Holidays, Absences & Teacher Training Days Breakfast & After School Club:** 4 weeks written cancellation notice required to cancel any sessions without charge. Holiday Club: 7 days written cancellation notice required to cancel without charge including trips. There will be no charge for bank holidays and will be deducted from your bill automatically by our database program. It is vital that you let us know if your child is unable to attend any sessions booked, during school holidays and before & after school club please ring, text 07984908836 or email to let us know so that we are not waiting for your children at school or waiting to start an activity at holiday club. Written cancellations: info@schoolsoutclub.com Parents are expected to pay in full for any absences including sicknesses unless 4 weeks written notice is given for breakfast & after school club and 7 days written notice is given for holiday club. The normal rate of your child's session will still be applied on inset days/ teacher training days. If you do not intend to use any care on that day four weeks' written notice is required to cancel the session. If a place is required, then holiday club day fees will apply. It is the responsibility of the parent/ carer to notify us.
5. **Sickness:** We have the right not to allow your child to attend if your child is unwell or suffering from any contagious illness. If your child falls ill during the session we would appreciate your co-operation in collecting your child promptly. 24 hours is the

compulsory duration in which we cannot accept children into our setting if they have suffered from sickness, diarrhoea, conjunctivitis or any other highly contagious illness. We also reserve the right to summon whatever medical attention thought necessary in an emergency or case of severe illness.

6. **Arriving Early and Late Breakfast, After School Club and Holiday Club:** Term time the setting will open at the specified time, these are different at each setting so please see the website for opening times of each setting. Staff are not permitted to allow any child to be cared for before the opening time. At After School Club the session finishes at 6pm and holiday club the closing time is 6pm. If any child is collected after this time they will be charged £5 per fifteen minutes late. At Holiday club any child dropped off before the session slot has started will be invoiced for the next appropriate session time slot and the same is applied if a child is collected after the session slot has ended. For example a child booked in on a school day session arrives before the start time the session will be updated to full day session and invoiced. Or if they are collected after the school day session has finished again the session will be updated to a full day session and invoiced.
7. **Change of Details:** It is very important that you let staff know if you have any changes of address, telephone numbers, doctors, email address or any change to medical or dietary needs or any security issues. Update us by emailing: info@schoolsoutclub.com
8. **Cancellations:** If you wish to terminate your child's place for breakfast or after school club four weeks written notice is required this also includes absences, occasional days or teacher training days that your child will be not attending. Seven days written notice is required to cancel any sessions or trips for inset days or holiday club if there is to be no charge. Any cancellations after these dates will be charged for in full due to pre booking and paying. To notify us of any dates you wish to cancel please email: info@schoolsoutclub.com
9. **The Breakfast & After School Club Service:** It is accepted by the parents/ guardians that upon registering their child with the Schools Out Club Breakfast & After School Club that they give permission for their child to be escorted to school by either walking or travelling in a Schools Out Club vehicle. In the event of an emergency a contingency plan will be used which will be either staff vehicles will be used or taxi services. All safety risk assessments, policies and procedures and six weekly checklists of the vehicles are carried out.
10. **Payments, Refunds and Credit:** We accept all childcare vouchers, tax free childcare, BACS, card payments, Paypal or 30 hours funding to pay for sessions and trips. A higher amount than is invoiced can be paid using childcare vouchers. This amount will stay on the account as credit. We do not allow the amount of credit to exceed £400. If you need childcare vouchers refunding this can only be done through the company that provides the voucher service. You must contact them to request a refund. Any credit paid by childcare vouchers is not allowed to be paid directly back to parents or carers by us.
11. **30 Hour Tax Free Credits:** We can offer 30 hours funded sessions at our setting. Funding is claimed either over 38 weeks a year (term time) or extended over 48 weeks a year. Funding claims are submitted in the Autumn, Spring & Summer terms. It is the responsibility of the parent to ensure all 30 hour codes are kept up to date and that any changes in circumstances must be reported to the families and information service and

also ourselves to ensure claims are valid. Any issues with funding being refused or stopped will mean that sessions will be invoiced to the parent/s. Parents should claim for the hours that they will use and can not save sessions up for use another time. The allocated sessions must be used in the time frame of the term that they have been claimed.

12. **GDPR:** Privacy Policy Schools Out Club is required to collect personal data from you, about you and your child to deliver a childcare service. The personal information we will collect is as follows:

- Name, address and date of birth of the child
- Name, address, phone number(s) and email addresses of both parents and emergency contacts
- Names of people who have parental responsibility for the child
- Medical, Dietary and Security requirements
- Special Educational needs or disability
- Ethnic group
- Religion
- Home languages
- Consent for photographs on website, Facebook, around the setting, local publications and videos
- Permission to share information with other settings or outside professionals
- Personal information including parent's national insurance number and proof of identification for government funding
- Doctors details

We will collect this data verbally and in writing online in the form of registration forms and government funding forms. We are required to hold and use this personal data to comply with the statutory framework of England, OFSTED, the department for education and our Local Authority.

This data will be used to:

- Support your child's development
- Monitor and report on your child's progress
- Share information about activities in our setting
- Contact named people in an emergency
- Share with other professionals in accordance with legislations
- Ensure that this setting receives the 30-hour funding for which it is eligible
- To provide parents with invoices regarding fees and money handling

This data will be held and stored securely and will not be disclosed to any other person unlawfully in line with the General Data Protection Regulations 2018. Schools Out Club may need to share your data by law with outside agencies. In the event of non-payment of fees Schools Out Club reserves the right to share your data with debt collecting agencies i.e. Redwood Collections or the small claims court. The club fees administrator will notify you in writing before this happens.

- Data will be obtained for a specific lawful purpose and not processed in any manner incompatible with that purpose.
- Data will be accurate and kept up to date as parents/carers formally notify us of any changes.

- Data will not be stored for any longer than is necessary (up to the age of child turning 15 years when they are no longer old enough to attend) Data will be kept safe from unauthorised access, accidental loss or destruction.
- Data will be disposed of safely.
- Staff will understand their role in data protection.
- Parents and carers have the right to know what information we hold and can request in writing to the manager to see this.

If you feel that Schools Out Club have breached data protection laws, please write to The Manager who will deal with your complaint as soon as practically possible. If a breach is found Schools Out Club will report to the Information Commissioners Office (ICO) within 72 hours of becoming aware of the breach. Telephone number: 0303 123 1113. If you feel that Schools Out Club have not dealt with the complaint, then you should report to the ICO. By registering your child or children with Schools Out Club Derby Ltd you agree to the terms and conditions set out in this contract.

Parent's Signature_____ Date_____

Print Name_____