



Parent Contract and Terms and Conditions

PART A

This contract is between:

SECAT and

Name: (parent name)

of: (Parent Address)

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Child or Children	
Fees	<p><u>Breakfast sessions (or part thereof)</u> £4.50 per session Length & times of sessions</p> <p><u>After School sessions (or part thereof)</u> £8.00 per session Length & times of sessions</p> <p><u>Late collection</u> Children who are collected up to 15 minutes late from any session will be charged additionally as follows:</p> <p>£10.00 per 15 minutes or part thereof and then £20.00 per each additional 15 minutes or part thereafter</p> <p><u>Please note</u> Payments will be made termly in advance via Parent Mail.</p> <p>Please advise if you wish to pay via childcare vouchers or tax-free childcare so we can link the payments to your child(ren).</p> <p>There will be no refunds for sessions/ not attended.</p> <p>Credit will only be given if a session is cancelled with more than 24 hours' notice.</p>

Signed for and on behalf of **SECAT**

Name:

Position:

Date:



Terms and conditions and payment of fees

Child's name.....

Parent/carer's name.....

Person responsible for payment of fees

Name.....

Address.....

.....

.....Post code.....

Telephone:

Day.....

Evening

Mobile

I hereby agree to pay any fees for the above child(ren) before they can access sessions and understand if I have not paid, they will be refused access to the session and returned to my care. I understand that all fees are non-refundable unless the school cancels sessions.

Signed..... Date.....



PART B – TERMS AND CONDITIONS

1. Definitions

1.1 The definitions below apply in these terms and conditions.

“Child” the child or children who are named in Part A;

“You” the person who purchases services from us;

“Services” the services of SECAT during the sessions booked by you, together with any other services which we provide, or agree to provide, to you;

“Us” SECAT

A reference to **writing** or **written** includes email.

2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form and Parent Contract, and we have confirmed to you in writing that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services.

3. Duration of the contract

3.1 The contract shall last until it is terminated by either you, in which case you lose the right to access any services under the contract, or us giving, in writing, at least half a term’s notice, or if the child leaves the school. However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for any fees already paid if you withdraw the child from the provision up to a maximum of half a term.

4. Suspension of the Services

The Services may be suspended (meaning the Child is temporarily not able to attend the provision) in the circumstances set in clause 19. If the Services are suspended for a period of more than 4 weeks, either of us may terminate the contract by giving the other 4 weeks written notice.

5. Our Obligations

- 5.1 We will use all reasonable efforts to provide the Services to you, in accordance with all material respects with these terms and conditions.
- 5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater for adequately.
- 5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you withdraw the Child without being charged fees in lieu of notice.

6. Your obligations

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide us with such information as we may reasonably require about:

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the child;

6.1.2.1.5 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of your authorised persons who may collect or drop off the Child.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up to date, by promptly informing us in writing whenever they change.



6.3 If our fulfilment of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

6.4 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

7. Charges and payment

7.1 You shall pay the fees as set out in Part A.

7.2 Fees are due even if the Child is absent.

7.3 We will not charge for bank holidays and/or staff training days.

7.4 VAT is not charged on these fees

7.5 The quoted fees are per Child, per session.

7.6 Extra sessions will be charged at the provided rate, which may be subject to change, and must be booked in advance and are subject to availability.

7.7 The fees must be paid in advance of the session and your child will not be able to attend unless this has been paid in advance. Sessions can be booked and paid for at any time and for any duration available (i.e. day by day, weekly, monthly or termly)

7.8 All payments must be made via the Parent Mail system.

7.9 Cancellations can be made directly on the Parent Mail system.

7.10 We will review our fees once per year. We will give you written notice of any such increase half a term before the proposed date of increase.

8. Welfare of the Child

8.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law.

8.2 We will respect the Child's human rights and freedoms. These must however, be balanced with the lawful needs and rules of our provision and rights and freedoms of others.

8.3 You consent to such physical contact as may be lawfully necessary and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.



8.4 The provision uses emergency procedures for accidents, evacuations, incidents, and allergic reactions. Please refer to the individual SECAT or school policies and procedures and ask for a copy where required.

9. Health and medical matters

- 9.1 If your Child becomes ill during the session, you will be contacted, or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you in the event of an emergency, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
- 9.2 If your Child is suffering from a communicable illness, he/she should not be brought to the sessions until such time as the infection has cleared.
- 9.3 You must notify the school office if your Child is absent from the school and therefore, the sessions, through sickness by 7.30 am for the morning session and 12.30pm for the afternoon session.
- 9.4 If your Child has been sent home from the school because of ill health, he/she will not be re-admitted for at least 24 hours. Likewise, if your Child is prescribed antibiotics, he/she will not be allowed to return to the provision for 24 hours.
- 9.5 With regards to medication, and the administration of it to a Child, please refer to the SECAT's Medication Policy. Please ask for a copy of it if necessary.
- 9.6 Please also see clause 6.1.2 on matters we need to be informed about.

10. Food/dietary requirements

- 10.1 You must let us know at the time of securing a place or as soon as you become aware of, any dietary, special requirements or allergies.
- 10.2 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise
- 10.3 No packed lunches supplied by parents will be re-heated up by us.

11. Reporting of neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

12. Limitation of liability

12.1 This clause sets out our liability to you in respect of the contract.

12.2 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.

12.3 We shall not be liable for:

12.3.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our provision;

12.3.1.2 Loss of any profits, or consequential loss; or any other indirect loss;

12.3.1.3 Any injury to your child, unless caused by our negligence; and

12.4 Subject always to clause 14.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

13. Data protection

13.1 You agree that your personal data will be processed by and on behalf of us in connection with the Services, in line with our policy statement.

13.2 We may take photographs and/or videos of your Child for promotional or training purposes. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or in writing to the school.

13.3 Any personal data related to you, or your Child will be dealt with in accordance with our Data Protection Policy.

14. Security

Parents/Carers who drop off and collect their child will not be admitted without prior notification and agreement. This is for safeguarding reasons. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who we have not been notified of as an authorised person to collect the Child on your behalf. **Your child will be allocated a password** on enrolment to the provision, this password must be known to the person who is picking your child up from the session on that day.

15. Complaints and concerns

Please refer to the Trust's Complaints Policy, available on our website.

16. Termination for breach of contract, or bankruptcy/insolvency

16.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

16.1.1 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

16.2 On termination of the contract for any reason:

16.2.1 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

17. Events that are beyond our control

17.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the provision without liability to you and we will not charge you for the fees for the time the provision is closed. We will keep you informed, in such an event.

18. Invalid clauses



If any part of the contract is found by any court or similar authority to be invalid, illegal, or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

19. Changes to these terms and conditions

19.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

19.2 We may change any other terms in these terms and conditions provided. We will give you at least half a term's written notice of our intention to do so.

20. No other terms

Each party acknowledges that, in entering the contract, it has not relied on anything said or written that is not written in the contract.

21. Assignment

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

22. Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

23. Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.