



# The Berkeley Academy

Laidon Avenue, Wistaston, Crewe, CW2 6RU

Head Teacher: Mrs Gohr

Tel: 01270 845726

E-mail: admin@berkeley.cheshire.sch.uk



## The Berkeley Out of School Terms and Conditions

THE STANDARD TERMS AND CONDITIONS OF THE BERKELEY OUT OF SCHOOL ARE SET OUT BELOW AND, ONCE SIGNED BY YOU, CREATE A LEGALLY BINDING AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING INTO A CHILDCARE ARRANGEMENT WITH US. PLEASE RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

### These Terms & Conditions

1. Until terminated in accordance with these conditions, we will provide childcare facilities from the date stipulated overleaf.
2. YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THESE TERMS AND CONDITIONS.
3. We may change these terms and conditions on **8 weeks' notice to you**. If you do not want to accept the changes then you may end your agreement with us by giving **4 weeks written notice**.

### Calculation of Our Charges

4. You are liable for childcare fees for all confirmed sessions booked with us. Block bookings of non-weekly patterns of attendance will be accepted subject to availability. These sessions will be honored half termly. In the event these sessions are requested by another client as part of a regular weekly booking, first refusal of the regular weekly place will be offered to the client with a non-weekly booking ahead of the regular weekly place being offered to the new client.
5. It is not possible to 'swap' confirmed sessions for alternative sessions on a temporary basis, however subject to availability extra sessions may be booked in addition to regular confirmed sessions.
6. You must pay our charges even if you do not use the confirmed booked session because, for example, your child is sick or on holiday. This clause is equally applicable to regular weekly sessions and non-weekly/extra confirmed sessions.
7. Fee increases will be advised at least 8 weeks in advance. If you do not want to accept the revised charges then you may end your agreement with us by giving 4 weeks written notice.
8. Late pick ups after 6pm, will be charged at £10 per late pick up.
9. If you are late picking up from the Happy Hour Session (after 4.30pm) that session will be charged at the full afterschool club rate.

### Deposit, Charges & Payment Terms

10. Invoices are sent out on the last school working day of each month. Invoices are payable by the 7<sup>th</sup> calendar day of the following month. e.g. an invoice issued on 20<sup>th</sup> December would be payable by the 7<sup>th</sup> January.
11. Our preferred methods of payment are the school gateway, childcare vouchers or Tax Free Childcare payment.
12. Please note that nonpayment or late payment will constitute a breach of this contract and we reserve the right to take action to recover all fees due and our reasonable costs incurred in taking such action.
13. Any unpaid fees requiring 2 reminder notifications will automatically incur a £12 late payment fee if payment is not received within 3 working days of the reminder letter. A final demand letter will then be sent. If payment is still not received within 3 working days of the final demand letter, then court action may be taken. If any court action is taken, then parents are responsible for the payment of the legal fees in full.

## **Our Cancellation of Bookings**

14. If The Berkeley Out of School are unable to provide a session for which you have a reservation due to circumstances beyond our reasonable control a full refund will be made by us to you although The Berkeley Academy will not be liable for any of your other costs or expenses or for any inconvenience caused.

## **Your Changes to Reservations and Your Ending of this Agreement/Notice Period**

15. Please inform our Out of School Club Manager as soon as possible if your child is unable to attend a confirmed booked session.
16. You must give us 4 weeks' notice in writing if you wish to delay the start of any childcare arrangements.
17. If you delay your start date, the place may be offered to the next person on the waiting list, and you may then be placed on the waiting list.
18. Subject to availability, regular sessions may be increased without notice. You must give us 4 weeks' notice in writing if you wish to decrease your childcare arrangements with us. For example, changes in the number of sessions. This requirement applies both before and after we have begun providing childcare services.
19. If you do not give us the required notice of any change or withdrawal then you will be required to pay in full for each session for which notice has not been given and which we are not able otherwise to fill.
20. Your committed sessions will transfer from term to term whilst your child is eligible for the service booked unless you give us the required notice to terminate your place. For example, it will be assumed that you wish to keep your child's place at after school club from autumn to spring term.

## **Medical Conditions**

21. Prior to commencement of the service as provided under these terms and conditions you will provide us with full and correct details of any PRESCRIBED medication that your child requires and complete a medication form including:
  - a. Name of medication;
  - b. Dosage to be taken;
  - c. Frequency of medication to be taken;
  - d. The reason for the medication.
22. You must disclose details of any relevant medical conditions your child may have. Any relevant changes in your child's medical condition should be notified to us in writing. Relevant details include:
  - a. Any infectious or contagious disease regardless of any potential sensitivities
  - a. Any special diet;
  - b. Any allergies, sensitivities etc.; and
  - c. Any additional needs your child may have e.g. physical problems or learning difficulties.
25. We will do our utmost to meet children's individual medical needs, but these will be discussed on an individual basis.

## **Data Protection**

26. We are committed to ensuring that you and your child's privacy is protected, and that we have put in place safeguards to ensure that such information and data is protected. However, such information, from time to time may be passed and shared between with other professional agencies where there is a demonstrable need to do so.
27. We are registered under the Data Protection Act 2018. The registration number can be provided by the main school office if required.

## **Policies and Procedures**

28. The Berkeley Academy policies and procedures will be made available to you through our Website
29. By accepting these terms and conditions you are agreeing to the use of and to abide by the approved policies and procedures within the Berkeley Academy.

### **Collection of Your Child**

30. If your child is to be collected from the out of school by someone other than their parent, that person should know the password we hold on our system.
31. In the event of parental separation, it is the responsibility of the parent that the child resides with to inform The Out of School Club Manager of any restrictions regarding rights of access to the child. This needs to be supported by legal documentation.

### **Change of Details**

32. If at any time during the course of this agreement, there is any change to your address or telephone numbers, you shall at the earliest opportunity notify us by email or in writing.
33. The above clause applies equally to all additional contacts held for you child.

### **Liability**

34. We will not be liable under this agreement for any loss or damage caused by us or our staff in circumstances where:
  - a. We do not breach a legal duty of care to you or your child;
  - b. Such loss or damage is not a reasonably foreseeable result of any such breach;
35. We will use all reasonable endeavors to provide the agreed childcare services but do not accept responsibility for any failure or delay caused by circumstances beyond our control (including, but not limited to, staff industrial action, failure of public or utility services and acts of God).

### **Our Suspension or Ending of this Agreement**

36. If you fail to pay our charges within the allocated due period, we reserve the right to end this agreement immediately and cease providing childcare services.
37. Subject to these terms and conditions, your child may attend our childcare facility for specified services until:
  - a. He/she attains an age no longer appropriate to the specified service;
  - b. We give not less than 4 weeks' notice in writing ending this agreement;
  - c. We request the withdrawal of your child from the facility on a temporary or permanent basis because:
    - i. He/she requires special medical care or attention which is not available from The Berkeley Out of School or which is refused by the parent;
    - ii. We have reasonable cause to believe that he/she may be suffering from a contagious or infectious illness and there remains a risk that other children or staff at the Out of School could contract such illness;
    - iii. We consider our childcare facility to be an inappropriate to his/her needs.
38. If we permanently withdraw a childcare place, we will not require any payment in lieu of notice by you.
39. In the event of repeated late collection of the child at the end of the day we reserve the right to end this agreement or charge an additional fee to cover our additional costs or retaining staff beyond their stipulated hours.

**I / We agree to the Terms & Conditions set out above Child's Name:**

Child's Name

Date:

Parent/Guardian 1  
Name:

Signed:

Parent/Guardian 2  
Name:

Signed:

*Please note that any change in marital or relationship circumstances will not affect the responsibility for fees of the person(s) signing this agreement, who are jointly and severally responsible for complying with its terms.*

Date of policy: 7<sup>th</sup> November 2023  
Date of adoption by Governing Body: 7<sup>th</sup> November 2023  
This policy will be reviewed every three years.

Confirmation that the **Terms and Conditions** in respect of The Berkeley Academy has been discussed and approved by the Governing Body at the **Autumn** meeting of the **Full Governing Body**

Written by: R Stockton (Out of School Club Manager)



Chancery Multi Academy trust t/a The Berkeley Academy. Registered in England and Wales. Registration Number 11024808

Registered Office: Excalibur Primary School, Ivy Lane, Alsager, Cheshire, ST7 2RQ