



2024 / 2025

# Terms & Conditions

These terms and conditions govern the basis on which Buzz Club (Abbey Gates Primary School wraparound provision) agrees to provide childcare services to you.

OCTOBER 2024 V.1

## Language used in this document

Wraparound – refers to care provided before and after the standard hours of the school day.

Provision – refers to wraparound care.

School – refers to Abbey Gates Primary School.

Policies – refers to wraparound policies and school policies. These can be requested from the school office.

Parent/s – refers to those with parental responsibility for children attending wraparound provision.

F1 – Early Years Nursery Provision – pre-statutory school age. Pupils can attend the term after they turn 3 years old.

School Gateway System – Payment platform – information available from school upon booking receipt.

## 1: Our contract with you

- 1.1 Once you have decided to book childcare services from us, we will provide documentation to you. This will include a copy of these terms and conditions (sent via email). Completion of our booking e-form includes agreement of these terms and conditions.
- 1.2 Once you have completed the booking form, we will review your request and we will confirm your booking in writing along with a clear break down of fees.
- 1.3 The contract you have with us comprises these terms and conditions and any documents which we refer to in these terms and conditions.

## 2: Obligations on school's wraparound services

We will:

2.1 Inform you if we change the opening hours of your child's wraparound sessions, we will give you as much notice of our decision as soon as possible. We reserve the right to cancel or change any sessions offered.

2.2 Try and accommodate any requests you may make for any additional sessions dependent on availability and operating procedures. Please note, these must be paid for in advance of attendance and will be subject to the relevant ad-hoc rate.

2.3 Notify you as soon as possible of any days on which your child's sessions will be closed including (but not limited to) INSET days, Bank holidays, or a closure outside of our control due to Epidemic, Pandemic, Disease, Acts of Parliament, Political Interference or Acts of God.

2.4 Try to make sessions available to any of your other primary aged children. However, we cannot guarantee that a place will be available.

2.5 Provide *All About Me* sessions prior to an F1 pupil attending sessions at our wraparound provision.

2.6 Access medical and dietary data through school's data collection systems and endeavour to discuss this with you prior to your child's start date.

## 3: Obligations on you

You will:

3.1 Attend an *All About Me Session* with our F1 and wraparound staff prior to your child's starting date.

3.2 Complete a medicine consent form in line with school's policy. This must be completed for each medication/occasion. Failure to do this will result in school not administering your child's medication.

3.3 Not allow your child to attend their session if they are suffering from a contagious/communicable disease which could easily be passed on to another person (child/staff) during normal daily activities within wraparound provision. This includes but is not limited to – Chicken Pox (until blisters are scabbed over), Mumps, Measles, and Norovirus as per NHS advice.

3.4 Inform us of any long-term illnesses or changes in your child's health, which may need us to adapt the care we provide to your child. You will need to complete a Healthcare Plan to allow us to support you effectively.

3.5 Immediately inform us of any changes to your contact details or relevant information such as change of address or child's dietary requirements. It is a requirement for you to update our wraparound service in addition to communicating with the school office.

3.6 Keep us informed as to the identity of the persons who will be collecting your child from after school services. If the person collecting your child is not usually responsible for collecting them, please call to let us know. We will require proof of identity upon collection. If we are not satisfied that an individual is allowed to collect your child, we will not release your child into their care.

3.7 Inform us if your child is the subject of a court order and provide us with a copy of such order on request, and inform us if there are any other agencies involved with the welfare of your child such as social care.

3.8 Immediately inform us if you are unable to collect your child from wraparound provision by the official collection time. Late charges will be applied to your account. Please see Late Collection Policy for up-to-date charges.

3.9 Inform us as far in advance as possible of any dates on which your child will not be attending the wraparound provision.

3.10 Provide us with at least 1 calendar month's notice, in writing, of any changes to your child's booking pattern. This includes but is not limited to:

- Change in a regular booking (either increase or decrease in sessions)
- Your intention to change your booking type (for example, early after school session to late after school session).
- Your intention to terminate your child's place (please see section 8)

If 1 calendar month's notice is not received, payment will be required in full, in lieu of notice. Any changes to your booking must be made for a period of no less than 3 months.

3.11 Be aware that permanent changes to your child's attendance pattern can only be created and added to your account from the 1<sup>st</sup> of the month.

3.12 Inform school by 10am if your child will not be attending an afterschool session for whatever reason.

3.13 Be liable to pay for any damage caused to our resources, equipment, or buildings caused by your child.

3.14 Ensure you have read and understand our policies and procedures and are up to date with any amendments made.

3.15 Ensure payment for all wraparound services offered and provided to you is received on time (see Section 4)

3.16 Work with school's wraparound provision to build a positive and trusted parent partnership. Doing this will ensure the very best experience for both you and your child during your time with us. This includes completing relevant paperwork in a timely manner, sharing feedback and keeping up to date with any updates that may be shared both verbally, digitally and printed.

## 4 Payment

4.1 Fees must be paid on a monthly basis, in advance by 28<sup>th</sup> of the month. If your child is eligible to claim the Government funded sessions (i.e. 15- or 30-hours entitlement), your invoice will be amended accordingly. You will be notified of any changes to the calculation of your invoice.

4.2 School will review fees on an annual basis. A minimum notice of 1 calendar month will be given in writing, notifying you of any increases. Annual fee increases may take effect every April but are not limited to once per annum.

4.3 All payments made under this agreement should be made via our School Gateway system and/or childcare vouchers/or tax-free childcare account. It is your responsibility to ensure payment is received on time, regardless of payment method used.

4.4 Extra sessions are charged at our usual rate, with an additional ad-hoc charge and are due for payment prior to or on the day of the extra session. Extra sessions booked more than 7 days in advance will have an 'ad-hoc' rate of £2.50 per session applied. Extra sessions booked less than 7-days in advance will have an ad-hoc rate of £3.50 per session applied. Once booked, fees will not be refunded if the session is not attended.

4.5 Fees not received by the 7<sup>th</sup> of the month will incur a late fee charge of £25 and if still outstanding on the 15<sup>th</sup> of the month will incur an additional charge of £25 and at this point, we reserve the right to suspend your child's place until payment has been received.

4.6 Full payment must still be made for any missed sessions including holidays, sickness and periods of isolation. This includes any additional payments you make as part of your regular booking (for example childcare vouchers). We will not charge for bank holidays or INSET days when wraparound is closed.

4.7 You will not be permitted to book any sessions if you have outstanding fees.

4.8 Parents who have their fees paid by a third party (in part or full) are responsible in ensuring that the third-party payment reaches us on time as per these terms and conditions. If your third-party payment is not received, we will not chase the third-party and you will be liable for the payment. If the payment is then late, you will be responsible for any late charges incurred.

## 5 Government Funding

5.1 Children that attend for Government funded only sessions are still bound by the terms and conditions.

5.2 Parents who use any government funding for 30 hours are required to ensure their eligibility code remains valid and is renewed (if applicable) during their time at wrap around. If the code expires, you will be charged full fees for the time your code is not valid or supplied to school's wraparound provision.

5.3 Government funding cannot be used towards a flexi place and must constitute a regular booking. Additional sessions can form part of a flexi booking.

## 6 Flexi Places

Flexi places are offered to support our parents with changing working patterns.

6.1 Flexi booking forms need to be returned to the school office no later than the 7<sup>th</sup> of the month to indicate sessions required for the following month.

6.2 An additional charge of £10 will be added if Flexi forms are handed in after 7<sup>th</sup> of the month. Flexi places are allocated on a first come, first served basis.

6.3 A calendar months' notice is required to cancel any booked flexi sessions.

6.4 Regular bookings are prioritised; therefore, we may not always be able to accommodate your booking. If this is the case, we will work with you (in advance, where possible) to support your childcare needs.

6.5 Due to the limitation on flexi sessions, if we receive more permanent bookings, it may be necessary to request that you make a regular booking for some or all of your days. This is to guarantee this place to you.

6.6 Discounts are not applicable to flexi places.

6.7 We reserve the right to suspend or cancel our flexi offer at any time and for any reason. We will communicate with you about this at the earliest opportunity.

6.8 School may ask for evidence of the need for a flexi place.

## 7 Suspension

7.1 We may suspend the provision of childcare to your child, meaning your child cannot attend, at any time if:

You have failed to pay any fees, or your child's behaviour at the provision is deemed by us to be unacceptable or endangers the safety and well-being of the other children and/or staff. The suspension will continue whilst we try to address these problems with you. If the period of suspension exceeds 1 month, either of us may terminate this Agreement by written notice.

7.2 Following the issue of a suspension letter, our wraparound provision reserves the right to terminate your child's place should this occur again.

7.3 If your place is suspended more than twice in a rolling year, we reserve the right to terminate this agreement.

## 8 Termination

8.1 You may end this Agreement at any time, giving us at least 1 paid calendar month's notice by completion of a Notice of Last Day e-form (except for those leaving to go to secondary school. See 8.2). You must pay for the notice period whether or not your child attends during that month. You must complete a Notice of Last Day e-form which can be completed via a link that can be requested from the office. Failure to complete a Notice of Last Day e-form may result in you having to continue with payments.

8.2 If your child is leaving us to go to another school, (for example if you are relocating) you must inform us by the way of Notice of Last Day e-form, informing us of a leaving date. Failure to complete a Notice of Last Day e-form may result in you having to continue with payments.

8.3 We may immediately end this Agreement if: you have failed to pay your fees, you have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to, you (parents or carer) behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff, your child's behaviour at the provision is deemed by us to be unacceptable or endangers the safety and well-being of the other children, or if we take the decision to close the wraparound provision. We will give you as much notice as possible.

## 9 General

9.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and / or without informing you.

9.2 We have a duty of care to provide all children with the highest quality care and education. To do this, we need to be made fully aware of any Special Educational Needs and / or medical needs for your child. Failure to inform us of your child's needs could result in us having to delay your child's start date until sufficient funding / provision is in place and could result in us having to terminate the place. We will work with you and continually review to ensure we can always meet your child's needs.

9.3 If we take the decision to not open our provision due to events or circumstances which are outside of our control, we shall be under no obligation to provide alternative childcare facilities to you.

9.4 If you have any concerns regarding the services we provide, please discuss these with the wraparound manager. If these concerns have not been resolved to your satisfaction, please contact the Headteacher via the school office – [office@agps.org.uk](mailto:office@agps.org.uk)

Please refer to the school's Complaints Policy which also applies to this wraparound provision and which can be found on the school website.

9.5 Wraparound provision shall have no liability to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to wraparound provision. Any property brought in or worn by the child or parent/guardian, or left by them at the nursery, is done so entirely at their own risk.

9.6 As the number of children with nut allergies is increasing, with the support of parents, we aim to keep our wraparound as nut free as possible. Please do not send food or empty packaging into our provision that contains nuts. Please do not use creams, sun creams or oils that may contain nut oil as this may have severe consequences to another child or members of staff. There may be times that

other foods are necessary to avoid in our provision and we will share this information with you so that you can support us in this respect. We will do what we reasonably can but we make no promises that we can protect your child against nut or any other allergic response.

9.7 School may make additions and amendments to these Terms and Conditions and Parents/ carers will be notified via email. The most up to date version of these Terms and Conditions will be available via the school office.

## 10 Data Protection

10.1 On 25<sup>th</sup> May 2018 the General Data Protection Regulation (GDPR) came into effect in the UK. School's wraparound provision acts under the school's GDPR policies and practices.

10.2 Staff will check permissions as outlined in school's main records in regard to photo, social media, website, press and printed publications.