

# AFTER SCHOOL CLUBS

MENTER PLANT Y CWM LTD

## THE AFTER SCHOOL CLUB

An After School Club is a facility that offers care for a child after school hours. It is not an open-access service and children must be registered in accordance with these Terms and Conditions in order to attend an After School Club.

Our After School Clubs may be unregistered, less than 2 hours duration, or registered with the CSSIW.

## TERMS AND CONDITIONS

Throughout the Terms and Conditions Menter Plant y Cwm Ltd will be called Plant y Cwm  
These Terms and Conditions are effective from January 1st 2018

### 1. GENERAL

- 1) After School Clubs under the management and supervision of Plant y Cwm will operate by these Terms and Conditions.
- 2) These Terms and Conditions may be updated from time to time at Plant y Cwm's sole discretion.
- 3) Reasonable notice will be provided of any such updates.

#### 1.1 BOOKING A PLACE

##### 1.1.1 Sessions

- a. Requests to attend the After School Club Session must be made in writing by completing and returning the Registration Form. Doing so will constitute acceptance of these Terms and Conditions. See further at Clause 6.1 below (Registration)
- b. The parent/carer will be notified within a reasonable timeframe if they have been successful in obtaining a place at their chosen After School Club.

##### 1.1.2 Session Availability

- a. The After School Club is only available for children attending primary school and will run from the end of the school day to the time designated to finish, when the child must be collected by their parent/carer.
- b. There will be no Sessions during school holidays or on the last day of the Autumn, Spring and Summer terms or inset days.

##### 1.1.3 Changes to Booked Sessions

Sessions which have been booked and paid for cannot be refunded except in the event of:

- a. closure of the club in any unforeseen circumstances; or
- b. a child missing five or more consecutive Sessions due to illness. A medical certificate may be required.

## **2. FEES**

### **2.1 AFTER SCHOOL CLUB PRICES**

- a. The charge per Regular Session, inclusive of refreshments will be described in the Registration Form.
- b. The charge per Ad-hoc Session, inclusive of refreshments will be described in the Registration Form.

### **2.2 PAYMENT FOR SESSIONS BOOKED / ATTENDED & PENALTIES**

- a. Bookings must be made a minimum of two days in advance of the requested Session
- b. All fees and charges must be paid to the Supervisor by a cleared cheque or cash in advance of the commencement of the Session(s) with the exception of Ad- hoc Sessions which must be paid in cash on the day.
- c. The After School Club can refuse entry in the event that any payment made by cheque has not been cleared.
- d. For Ad-hoc Sessions if a parent/carer is told that their requested Sessions are available but they choose not to send their child, a charge will still be made.
- e. For Regular Sessions one month's written notice must be given to the Supervisor to cancel a child's place at the After School Club, during which notice period the usual charge will still be payable.
- f. Those on the After School Club waiting list will be notified by telephone or email once there is a place available otherwise they must notify the After School Club if they do not want to stay on the club waiting list.
- g. No refund will be given for Sessions only part attended.
- h. No partial refund will be given if a child leaves before having food.
- i. No refund will be made if a child is excluded in accordance with Clause 3.1, 3.2 (Grounds for Exclusion).
- j. Fees will not be charged if a pupil is unable to attend the After School Club as a result of being on a residential trip organised by the school.
- k. Persistent lateness may result in a penalty. See Clause 2.5 (Penalties).

### **2.3 BOOKING ADDITIONAL SESSIONS**

- a. All additional Sessions requested by parents/carers are subject to availability as the After School Club must ensure that sufficient staff are present to comply with statutory regulations.
- b. No parent/carer should consider booking as being accepted until a member of the After School Club staff has confirmed the booking.
- c. If a child turn's up at the After School Club to attend additional Sessions without the parent/carer first booking, the parent/carer will incur a fine of £10 on top of the usual charge, per child.

### **2.4 RESPONSIBILITY FOR PAYMENT**

- a. The responsibility for payment of all fees, charges and penalties lies at all times with the parent/carer or the person who has parental responsibility.
- b. Failure by the After School Club to make a written or verbal request for payment of fees does not constitute a waiver, excuse or reason for late or non-payment.

### **2.5 PENALTIES**

- a. It is the responsibility of all parents/carers collecting children to do so promptly at the end of the After School Club Session.
- b. A penalty of £10 will be charged, for each quarter of an hour, that a child is picked up late from the After School Club, and must be paid before the child is able to return to the After School Club.
- c. Failure to settle all fees and/or penalties may result in the After School Club taking action (including legal action) to recover all outstanding debts and entitles the After School Club to exclude the child from subsequent Sessions.
- d. Where the penalty is outstanding, and further Sessions have been booked and paid for by the parent/carer, the After School Club reserves the right to exclude the child, until the penalty is paid, without issuing a refund for Sessions unattended.

### **3. GROUNDS FOR EXCLUSION**

#### **3.1 THE CHILD**

- a. At the After School Club's sole discretion, a child can be excluded for persistent poor behavior on the part of the
- b. child (which includes, but is not limited to, bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, dishonesty, disobedience and deliberate damage to property), or non-persistent incidents of particularly serious behavior (for example which endangers children or staff)
- c. The staff will record poor behavior. Three recorded incidents may result in a temporary or permanent exclusion.

#### **3.2 PARENTS**

- a. At the After School Club's sole discretion, a child can be excluded if:
  - I. 1. a parent/carer is challenging in any way towards the Supervisor or Plant y Cwm staff, and/or
  - II. 2. a parent/carer is in breach of any of these Terms and Conditions
- b. The school will have no authority in any decision made to exclude a child from the After School Club.

### **4. RESERVATION OF RIGHTS, LEGAL MATTERS AND LIMITED LIABILITY**

#### **4.1 RESERVATION OF RIGHTS**

- a. The After School Club reserves the right to close the club on the grounds of staff shortage, unavailability of facilities, or any other reason which in its reasonable opinion necessitates closure. Reasonable notice will be given where possible.

#### **4.2 LEGAL: WAIVERS, EXCLUSIONS, GOVERNING LAW & JURISDICTION**

- a. This contract is made solely with Plant y Cwm.
- b. No failure or delay by Plant y Cwm in exercising any of its rights or remedies shall prejudice or affect its ability to do so unless it has provided a specific waiver or release in writing.
- c. These Terms and Conditions are governed by English law.
- d. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA rules, which are deemed to be incorporated by reference into this clause.
- e. The number of arbitrators shall be one.
- f. The seat, or legal place, of arbitration shall be the UK.
- g. The language to be used in the arbitral proceedings shall be English
- h. The governing law of the contract shall be the substantive law of England.

#### **4.3 LIMITED LIABILITY**

- a. Save as otherwise expressly set out in the terms and Conditions, Plant y Cwm shall not be liable for any direct or indirect loss suffered as a result of After School Club closures, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.
- b. Plant y Cwm accepts no liability for loss or damage (including consequential loss) to property brought onto the premises by a parent/carer or child.
- c. Plant y Cwm excludes any liability for any injury to the fullest extent permissible by law.

## **5. MANAGING CONDITIONS**

### **5.1 SICKNESS**

- a. Parents/carers must inform the After School Club if the child has any known medical condition or health problem or has been in contact with infectious diseases.
- b. Parents/carers must comply with the same sickness exclusion guidelines as the school. A child must not be brought to the After School Club if s/he is unwell.
- c. The After School Club will not administer medication to any child in its care

### **5.2 ACCIDENTS**

- a. All accidents, that staff are made aware of, are documented in an Accident Book and reported to parents/carers.

### **5.3 SEVERE WEATHER**

- a. In the event of the After School Club's closure due to severe weather during the school day, parents/carers will be informed via the school parent/carer contact system.
- b. In the event of the After School Club's closure due to severe weather during the After School club Session, parents/carers will be informed by telephone.

### **5.4 LEARNING AND PHYSICAL DISABILITIES**

- a. The After School Club will comply with the Special Educational Needs and Disability Act 2001 and will do all that is reasonable to accommodate the needs of children with disabilities.

### **5.5 ABSENT CHILDREN**

- a. The parent/carer must notify the school if their child is not going to attend the After School Club.

### **5.6 INSURANCES**

- a. Plant y Cwm maintain those insurances which are prescribed by law. The After School Club is covered by Menter Cwm Gwendraeth's insurance.

### **5.7 PARENTS AND CHILD COLLECTION**

- a. Parents/carers are not allowed into the After School Club. Open days are held to give parents/carers the opportunity to join their children at the After School Club on a pre-arranged day.
- b. To access the After School Club, parents/carers must use the designated entrance door and ring the bell. The After School Club staff will not accept children other than through the designated entrance.
- c. Only the parent/carer will be allowed to collect their child from the After School Club.
- d. A parent/carer or Authorised Adult must sign the child out of the After School Club every day they attend.
- e. The school will have no authority in managing or running the After School Club and neither the school nor the parent/carer will have any authority in the choice of staff that run the After School Club.

### **5.8 COMPLAINTS**

- a. Parents/carers who have cause for complaint must inform the After School Club Supervisor. The Complaints Policy is available from Plant y Cwm.

### **5.9 NECESSARY INFORMATION**

- a. Parents/carers agree to inform the After School Club of any information necessary to safeguard or promote their child's welfare or avert the risk of harm to their child or other person.
- b. The After School Club staff will be informed of sensitive issues concerning the child on a 'need-to-know' basis.

### **5.10 CHILD PROTECTION**

- a. The Supervisor has a duty to report any significant concerns s/he might have about the safety/well-being of a child to the Local Authority Social Services.

## **6. AFTER SCHOOL CLUB REGISTRATION**

### **6.1 REGISTRATION**

- a. All parents/carers must complete our Registration Form in full before a child can be accepted at a club. Registration Forms can be obtained from the Club directly, from Plant y Cwm, Menter Cwm Gwendraeth Elli office or by downloaded from our website, plantycwm.com
- b. By signing a fully completed Registration Form, you agree that you have read, understood and accepted the Terms and Conditions.
- c. A full copy of the signed Registration Form will be kept by the After School Club and the parent/carer.
- d. Parents/carers must ensure that all the details on the Registration Form are accurate and the Supervisor must be notified in writing immediately of any changes. These also include, without limitation, Court Orders or situations of risk in relation to the child for which any special precautions may be needed. Any changes must be made in writing and accepted by the After School Club.

## **7. DEFINITIONS**

### **7.1 ACCIDENT BOOK**

The Accident Book is used to record details of injuries from accidents at the After School Club as a part of the Club's management of health and safety

### **7.2 AD-HOC SESSIONS**

These After School Club child care Sessions are provided for the child when care is not required regularly.

### **7.3 CSSIW**

The Care and Social Services Inspectorate, CSSIW, regulate and inspect service providers to improve adult, childcare and social services for people in Wales.

### **7.4 LCIA**

The **London Court of International Arbitration (LCIA)** is universally recognised as one of the world's leading arbitral institutions.

### **7.5 MENTER PLANT Y CWM LTD**

Menter Plant y Cwm Limited, referred to as Plant y Cwm in these Terms and Conditions, is the only contracting party to this contract.

### **7.6 REGISTRATION FORM**

This form is attached at Appendix 1 to these Terms and Conditions.

### **7.7 REGULAR SESSIONS**

These After School Club child care Sessions are provided for the child on a regular basis throughout the school term.

### **7.8 SOCIAL SERVICES**

Social Service is provided by local or national government or another organization to help people who need support

### **7.9 SESSIONS**

A Regular Session or Ad-hoc Session, as applicable.

### **7.10 SUPERVISOR**

These After School Club child care Sessions will be lead by a Supervisor who is a trained senior member of the care staff.

## **8. COMPANY DETAILS**

### **8.1 MENTER PLANT Y CWM LTD**

**Company Limited By Guarantee**

Without Share Capital

Registered in Wales: 06567471

I have read, understood and agree to comply with these Terms and Conditions.

Name of child: \_\_\_\_\_

Parent / Carer Signature: \_\_\_\_\_

Print Name in full: \_\_\_\_\_

Relationship to the child: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_ Print Name in full: \_\_\_\_\_

Date : \_\_\_\_\_

Please keep this signed copy. A signed copy will also be kept by Plant y Cwm/ Menter Cwm Gwendraeth Elli.

These Terms and Conditions are effective from January 1st 2018