

Term Time Clubs - Terms and Conditions

1. Provision of services

The Dell provides OFSTED registered and regulated childcare for Children aged 3 to the end of Primary school years, in line with our equal opportunities policy.

We offer a range of recreational and play activities to children in a safe, caring and nurturing environment to include games, sports and arts and crafts.

The settings are staffed to at least a 1:8 ratio for children under aged 8 and 1; 10 ratio for over 8s. Our key staff are qualified childcare practitioners and all our staff are DBS vetted and capable of providing safe and fun recreational activities. Staff receive training in first aid, food hygiene and safeguarding.

Healthy snacks and drinks are available for the children at all times, Breakfast Club will include the provision of cereals and toast for children before school. A high tea for those attending club afterschool hours will be served. E.g. wraps, pasta or soups although we cannot always guarantee a hot meal.

2. Opening times

The Dell is open in line with school term times during the following hours:-

Breakfast Club

7.30 to 9am at Morgans School

7.30 to 9am at Abel Smith School

Afterschool Clubs

3.15 pm to 6pm at Morgans and Abel Smith Schools

3. Admissions including place allocation for new users

A booking and registration form is required for each child you wish to apply for places at The Dell.

Due to staff and space limitations the maximum number of places we are able to offer is as follows:-

Setting	Breakfast Club	After School Club
Morgans	48	40 over 8s 24 Under 8s
Abel Smith	24 under 8s 24 over 8s	24 under 8s 24 over 8s

Children attending the relevant School where the club is based will take precedence over those from other schools. Places will be offered no later than 30th June of the preceding academic year for the start of the Autumn Term according to the following criteria:-

- i) Children with a statement of special education need or an Education Health and Care Plan (EHCP) which names the school. (In line with section 324 of the Education Act 1996 which requires governing bodies to admit children with the above needs).
- ii) Children who are looked after and children who were looked after, but ceased to be so because they were adopted (or became subject to a child arrangement order or a special guardianship order).
- iii) Children of Committee Members
- iv) Existing users of the clubs wishing to increase usage.
- v) Siblings of current users.
- vi) From the top of the waiting list in the date order that registration forms were received.

We can only accept bookings for weekly booking cycles e.g. every Monday or every Tuesday and Wednesday

4. Booking form and registration form

The booking form (request form) provides us with the information about what sessions and days you would like to book. Verbal bookings are not accepted.

The registration form provides us with details about your child. This includes any medical information, details of any special needs, dietary information and also emergency contact details. It is a condition of our OFSTED registration that we receive this information before accepting any child into the club. A separate registration form is required for each child
This also must include any special provision for collection and the persons who will most likely be collecting your child/children from club

5. Waiting Lists

Where demand exceeds the number of places available, names will be added to the waiting list when the Bookings Officer receives a completed booking and registration form for each child that wishes to attend.

Parents whose children are on the waiting list will be contacted by the Bookings Officer when a place becomes available subject to the above admissions criteria.

Acceptance of an offer of a place is subject to a meeting with the relevant club manager. This is to ensure we can meet any special needs/ requirements and discuss any areas of concern as identified on the bookings and registration forms

6. Admissions existing users

If you are an existing user your place will automatically roll over to the next academic year. On or before 1st June you will be invited by letter to amend or change your booking for the following academic year. We will assume you agree to continue the current bookings you have made unless we hear otherwise. Places for the following academic year will be confirmed before the end of the summer term. After this the usual notice periods and termination fees will apply.

7. Fees and invoicing

Fees are levied in accordance with our fee structure details of which are attached.

An annual invoice is raised in September the annual invoice will cover fees for an academic year.

Fees are divided into 10 equal payments from Sept to June the following year. We request Standing Orders for payments directly into the Dells bank account, details of which are on the invoice and ask that you make your first payment no later than 15 days after your child starts at The Dell. Payments should be made monthly and the final payment being received no later than 30th June for services to the end of the academic year.

We also accept Childcare Vouchers and Tax Free Childcare payments and where this payment method is to be used we invite parents to discuss the payment schedule with our Bookings and Finance Officer.

Should you start using the Dell part way through the year an invoice will be raised for the balance of the academic year, based on the number of months from joining, until the final payment is made by 30th June of that academic year.

Should you wish to pay by cash or cheque we reserve the right to charge for our administration to deal with the booking and bank any payment. In this case we reserve the right to charge the higher ad hoc sessional fee to cover the administration of cash and cheque payments.

8. Deposits

On confirmation of allocation of a place, new users will be required to make an advanced deposit payment for their child attending club i.e. before 1st Sept for the start of the school academic year or before they start using the club. The deposit is currently 10% of the annual invoiced fee.

Where a user significantly increases their usage of The Dell we reserve the right to ask for an increased deposit to secure funds against the fees. Where a user significantly reduces their usage we reserve the right to retain the deposit until the end of the academic year.

Where a user terminates their places at The Dell the deposit (less any outstanding fees) will be returned within 1 months of the child ceasing to attend.

All our deposits are held separately from our operating finances. When your child leaves The Dell - we will deduct any outstanding fees from the deposit and any balance will be reimbursed by cheque to you.

9. Notice periods

We require 1 month's written notice of any changes of hours or changes in scheduled days, so we can make reasonable adjustments to staffing.

Where notice is not given the Dell reserves the right to charge a cancellation fee equivalent to the notice period.

10. Termination

We require 1 months' notice to terminate a booking. Notice should be given in writing detailing the date you wish your sessions to end. We reserve the right to charge fees for the one month notice period. In the case of termination, any deposit (less any outstanding fees) will be returned within 1 month of the child ceasing to attend.

11. Absence and non-attendance charges

If your child is going to be absent from school when they normally attend the Dell our normal fees will be applicable. Please advise us by leaving a telephone message on the settings phone if your child is absent and not going to be attending The Dell.

Places are booked on an annual contract and therefore no refunds are made for places not used due to absence or illness

12. Late collection charges

The Dell reserves the right to charge late fees in the event of a late collection. Because of our Safeguarding practices 2 members of staff are required to stay behind to look after the child. The fees charged are to cover the related costs of this additional staffing and are charged in 15 minute increments from 6pm. Please see our current fees for late charges.

At 6pm our registers close and charges will be made for every 15 minutes the parent or guardian is late i.e. if the club is due to finish at 6pm and the parent arrives at 6.12pm they will be charged a late fee. If they arrived at 6.25pm they would be charged 2x the late fee.

Charges will be invoiced for any late fee collection which should be paid within 30 days of the date of invoice.

13. Reasonable other charges

We reserve the right to charge for fees where places have been accepted but are not used. For example when Reception children are offered phased admissions or reduced hours by the school at the start of the academic year. The Dell will continue to offer places to these children but will expect for these to be paid.

Where someone wishes to book an advanced place at The Dell and wishes to guarantee availability of spaces then we reserve the right to charge them for loss of revenue in order to keep these spaces reserved until they are used.

This may either be in the form of a retainer or paying for places which the user wishes to secure.

Snow days or other Emergency School Closures – where the school is closed due to health and safety limitations The Dell reserves the right to charge for these sessions which may be cancelled at short notice.

14. Non-payment of fees

If fees are not received within one month of term starting or a scheduled payment or instalment payment date an attempt will be made to contact the parent/ carer by phone advising that payment is overdue. We will also undertake to contact the parent/carers in writing or by email advising them of the same.

Where fees remain unpaid we reserve the right to give one weeks' notice of termination of this agreement. This will be formalised in writing by letter.

If payment is not forthcoming The Dell will undertake its debt recovery policy which may ultimately see the matter being referred to the small claims court in order to recover outstanding fees. Copies of all documentation will be retained on file until a debt has been cleared and no new admissions will be agreed to those who have an outstanding debt.

If a parent/carer experiences unforeseen financial difficulties their case may be referred to the Committee at The Dell for consideration of an exception schedule of payments.

All casual or ad hoc bookings must be paid in advance. A scale of fees can be found on our website. Payment can be made by cheque or BACS (please provide proof of payment) or in certain circumstances cash may be accepted

15. Drop off and collection

Parents are expected to bring their children in to the Dell and sign them in on the register. At the end of the day, to collect them from The Dell building and sign them out from the register.

Children who are in school years 2 and below will be escorted by our staff from Breakfast club to the classroom. After school they will be collected from the classroom and escorted to the Dell. Children in year 3 and above will make their own way from Breakfast Club to class and after school they must make their own way to the Dell, where they will be checked in via our registers

Parents should indicate on the registration form who will usually have access to collect your children. Due to our Safeguarding practices, if someone new and unknown to us is collecting your children, please advise the club in advance?

16. Code of behaviour (including exclusion).

We have a formal code of behaviour for our children, our behaviour policy uses both reward for good behaviour and also measures to ensure that children who breach the boundaries are sanctioned. We ask all children and parents to sign a Dell Parent and Child Agreement when they start, to ensure that they will respect others and participate with activities provided.

The children at The Dell are aware of the sanctions if they misbehave and in general they receive timely warnings to improve behaviour. The children receive 3 warnings before a time out away from the activity is exercised. In extreme circumstances or for persistent misbehaviour we may need to contact the parent by phone to discuss the behaviour and ask parents support us in talking to the child so that they can remain in club until they can be collected.

Where a child is persistently misbehaving we reserve the right to invoke a period of exclusion which will be discussed with the parent and child and formalised in writing.

In extreme circumstances and because of risks to other children - it may be a permanent exclusion is deemed necessary. Our Management Committee will be actively involved in this decision and in the case of exclusion our notice period will be waived and any deposit less fees outstanding up to the point of exclusion will be refunded which will be confirmed in writing.

17. Complaints

The Dell aims to provide high quality efficient and accessible services to parents and children. However from time to time a parent or child may feel that they have a complaint about some aspect of our club or an individual member of staff. Usually it should be possible to resolve matters informally and this should be first raised with the setting Manager or Deputy.

If you have been unable to resolve the complaint we ask that this is referred by email to our Business Manager (thedellhertford@hotmail.com) stating the time and details of the complaint and they will investigate the matter further on behalf of the Management Committee of The Dell. You can obtain a copy of our full complaints procedure from our website. If you feel your complaint hasn't been dealt with satisfactorily then you can refer the matter to OFSTED 0300 123 4666, for further advice.

18. Data Protection- GDPR

Confidential information about Children (and staff) is stored in a secure place and access is restricted to Managers and senior staff. This includes the details on the registration form as well as other personal information,

We follow Data protection guidelines with storage and use of information and are registered with the Data Protection Commission to ensure our records and storage and use of information meets legislative standards. If you have a complaint about a breach of data protection then this should be first raised with the setting Manager or The Dells Business Manager. Personal details are not provided to a third party unless there is a child protection issue.

More information about our Data Protection Policy and how we handle your data can be found on our website www.thedell.org.uk/policy-documents/

19. Child protection

We work in partnership with parents and carers and respect confidentiality. However the Children's Act 1989 promotes the welfare and safeguards of children in childcare and education establishments. As a result our first concern will always be the welfare of children. If a concern is raised within The Dell we cannot guarantee confidentiality and will have a duty of care to make a referral to Social Services, the local child safeguarding team or the police.

Our Safeguarding policy can be found on our website www.thedell.org.uk/policy-documents/

20. Equal Opportunity

We are determined to ensure every child is treated fairly and equally. Our Equal Opportunities Policy is available for parents to read. It is essential that parents speak to The Dells Manager before registration and attending The Dell regarding any special needs be they medical or social – so we can ensure that these are met in a timely fashion and if necessary arrange the training of staff or recruitment of additional staff with appropriate training.

21. Valuables

The Dell accepts no responsibility for the loss of any item. Please don't bring precious or valuable items to The Dell. Clothing lunch boxes, drinks containers and bags should be labelled with the child's name. No outside toys, i.e. scooters skates/skateboards or bikes should be brought to The Dell.