

Terms and Conditions applicable to all contracts and bookings.

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 equalities 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 and many more additional types of activities.

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 a full induction programme, including training in first aid, food hygiene and safeguarding to name a few.

During term time healthy snacks and drinks are available for the children at all times, Breakfast sessions will include the provision of cereals, fruit and toast etc. For those attending Afterschool Club or our holiday club - a light tea will be served from 4.15pm. Examples include wraps, pasta or soups, although we cannot always guarantee hot food. (During the school holidays children need to bring a packed lunch and a drink.

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 and Abel Smith Schools

Afterschool Clubs

3.15 pm to 6pm at Morgans and Abel Smith Schools

Holiday Club

7.30am to 9am for sessions with Breakfast

9am to 6pm for our standard day session

Our holiday clubs are normally run at Morgans School although some inset days will be based at Abel Smith

3. Admissions including place allocation for users

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	54 all	50 places for those in Year 2 and over. 24 places for Reception/Nursery and Year 1
Abel Smith	22 under 8s 32 over 8s	24 places for Reception/Nursery and Year 1 32 places for those in year 2 and over.
Holiday Club	Up to 48 children can be accommodated (24 during inset days)	

Children attending the relevant School where the club is based will take precedence over those from other schools. For new contracts the Dell operates its placement system based on 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 the online application form was received.

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

4. How can I book my child's place?

The Dell is now using an online system of securing places provided by Kids Club HQ. This will enable parents to see availability and to secure their places and pay at a time to suit them. It will also enable us to administer things more easily at a touch of a button. As part of the process you will be asked to set up an account with Kids Club HQ and you will be able to use this account to track all of your contracts, bookings and payments.

There are two options for securing places which are as follows:-

A. Contract

For those requesting term time places, parents/carers are required to apply for a contract with us via our booking system to secure places on a regular weekly basis. A contract booking will secure these places for the duration of the time that your child is in school. I.e. we commit to provide the requested sessions until your child leaves school. (Unless you would like to add, cancel or amend your booking – subject to availability and notice periods, see below).

In requesting a contract you choose the days and sessions you would like over the week and the date you would like this contract to start. We then receive an email detailing your request, which we will approve and you will receive a confirmation email telling you that your contract has been agreed.

If we are not able to meet your request for some or all of your places then we will try and contact you by phone or email to suggest what alternatives may be acceptable. If we are not able to contact you, or places are not available, then will email you to advise that your contract has not been agreed.

Once the contract has been agreed you will then be able to view this via the Kids Club HQ platform.

B. Booking Mode

A booking covers any irregular booking including holiday club or a term time ad hoc /late availability booking.

- i. Holiday clubs can be booked and paid for online e.g.by debit/credit card or childcare vouchers. Our holiday booking period will operate in two phases –

Early bookings will secure a more favourable price and be available until a week before the holiday club starts.

Late availability bookings (subject to availability) may be booked up until 48 hours before the session starts. The higher price will be charged for these bookings.

- ii. Term time ad hoc places will be available to book where we have unfilled places – (available from mid Sept 2019 onwards) and will only be offered up to 4 weeks in advance. To help our parents with late availability, these spaces will remain available up 2 hours before the session opens – i.e. if you have an emergency, you could check for afterschool places and can book and pay for these (subject to availability) just a few hours before your child would be due to attend.

NB Parents would also be required to contact the school to advise them that their child/ren would be collected by The Dell.

Whether you request a contract or make a booking you will be required to provide registration details as the booking parent, about your child. This includes any medical information, details of any specific 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. You would also be invited to provide a password or other code word for other people who may be collecting child/children from club. This information this will remain on the system and you will be able to amend or add any further information about your child as you wish i.e. you may need to change your contract details or your address.

5. Waiting Lists

Where demand exceeds the number of places available, we reserve the right to collate names to a waiting list, where we receive a request for places via the online system that we cannot meet..

Parents whose children are on the waiting list will be contacted by one of our managers, when a place becomes available, subject to the above admissions criteria.

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

6. Admissions existing users

If you are an existing user your place will automatically roll over to the next academic year. There is no need to rebook each year. We will assume you agree to continue the current bookings you have made unless we hear otherwise.

7. Fees and invoicing

Fees are levied in accordance with our fee structure details which are available via our website. The Dell accepts payment by debit or credit cards or by Childcare Vouchers.

Contract Fees

Term time fees are invoiced monthly in advance. E.g. for contracted places for Sept an invoice will be raised on 1st August for payment by 31st August. Where places are booked mid-way through the month i.e. booked on 18th August an invoice will automatically be generated and emailed to you for payment by 31st August. Parents are able to check their accounts online once they have registered and made a contract or bookings with our online platform.

Please note that your first payment for a contract is required by 31st August to secure your places in September and at the end of each successive month until 30th June. You will receive a further reminder to make a payment. Failure to make this or any future payment before the end of the month will result in immediate cancellation of your contract. There be 11 payment periods across the year. Invoices will be automatically emailed a month in advance and will be for variable amounts (depending on when the holidays fall). The Dell will not require deposits and so any deposits we currently hold will be credited to your account (see below).

Fees for Holiday Clubs/term time ad hoc places

Fees are payable for the bookings that are made and for the sessions required. Payment may be made by childcare vouchers or debit/credit card.

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 (see below *).

Prior authorisation is required for any cash or cheque payments and we reserve the right to charge an ad hoc fee for the places and an administration charge for this transaction.

8. Childcare Vouchers/Tax Free Childcare.

The online system will enable you to register the vouchers you wish to use to pay your childcare invoices – please kindly detail the voucher provider and the amount in the boxes on the menus stating the amount you wish to redeem. The system is not fully automated and so although we can see that you have agreed to pay with vouchers these still need to be sent or confirmed via Sara Atkins *.
Sara.Atkins@rapiergroup.com.

9. Deposits (currently held only until 16th August 2019)

As the online system is set up on a payment in advance basis we no longer require parents to make a deposit. Any deposits currently held on account will be credited to your account no later than 16th August 2019. (less any outstanding fees from academic year 2018-19).

Any current or future deposits are held separately from our operating finances.

10. Notice periods

Once a contract is set up it is not possible for our clients to change cancel or amend them and these can only be done by one of our administrators or managers at each setting.

We require 1 month's email notice of any changes of contracted scheduled days or sessions, so we can make reasonable adjustments to staffing. Any changes are made subject to availability of places. Once notice has been received in writing or by email - we will make the amendments on our booking system and set the effective date to the changes, which you will be able to see on the online system.

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

11. 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 if not given in advance.

12. 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 setting's phone if your child is absent and not going to be attending The Dell. NB just because you let the school know doesn't mean The Dell is informed and therefore we request you let us know of any absences.

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

13. Late collection charges

The Dell reserves the right to charge late fees in the event of a late collection. Our Safeguarding policy requires 2 members are staff (including a manager) to stay and look after the child. The fees charged cover the related costs of this 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 the month of the date of invoice.

14. Reasonable other charges

We reserve the right to charge for fees where a contract has been agreed but the places 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 and will expect relevant fees 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.

This may also apply to any closures The Dell may need to undertake due to Health and Safety concerns.

15. Non-payment of fees

If fees are not received and a scheduled payment or instalment payment date is missed the parent will be reminded via automated email that payment is outstanding. A further attempt will be made to contact the parent/ carer by phone/email advising that payment is overdue.

Where fees remain unpaid we cancel and contract or booking with immediate effect. Future bookings will be subject to repayment of any outstanding fees.

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. During this time and until the debt is cleared the family will not be able to use The Dells services.

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 holiday club /causal or ad hoc bookings must be paid in advance. A scale of fees can be found on our website. Payment can be made by debit/credit card or childcare vouchers

16. 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 all children will be checked in via our registers

Parents must indicate via the online system the contact details of any collecting responsible person and set up a code/password for any collections. Due to our Safeguarding practices, if someone new and unknown to us is collecting your children, please advise the club in advance? It is the parent's responsibility to inform us of any changes to the permitted collectors.

17. Code of behaviour (including exclusion).

We have a formal code of behaviour for our children. Our behaviour policy promotes positive behaviour however we implement sanctions for dealing with difficult behaviour (see our behaviour policy on our website) 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 difficult or challenging behaviour is displayed and they receive timely reminders to improve behaviour. The children receive 3 reminders before a time out away from the activity. In extreme circumstances or for persistent misbehaviour we may contact the parent by phone to discuss the situation and ask parents to support us in talking to the child.

Where a child is persistently challenging 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 that 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.

18. 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 (thedellherford@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.

19. 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 Kids Club HQ system and any related documents which have been downloaded or printed.

We follow Data protection guidelines with storage and use of information and are registered with the Data Protection Commission to ensure our records, 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.thedellhertford.org/policies

Parents wishing to request details of any personal data held about their child, may submit a Subject Access Request SAR requesting disclosure of this information. Please see our GDPR policy for more information on how to make a SAR.

20. Child protection

We work in partnership with parents, carers, school and other relevant bodies and respect confidentiality. The Children's Act 1989 promotes the welfare and safeguards of children in childcare and education establishments. Therefore our first concern is always the welfare of children. If a concern is raised within The Dell we cannot guarantee confidentiality as we 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.thedellhertford.org/policies

21. Equalities

We are determined to ensure every child is treated fairly and equally. Our Equalities 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 specific 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.

22. Valuables

The Dell accepts no responsibility for the loss or damage to 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.