Home Farm Primary School

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Terms and Conditions of Breakfast Club

1. Nature of this Document and Formal Application & Acceptance

1.1. This document sets out the terms on which Home Farm Primary School's Breakfast Club ("the Club") will provide child care services ("the Services") to parents/carers ("the Customer") in respect of a particular child ("the Child") should the Customer formally request the Services and the Child has been granted a place by the school.

1.2 The Customer shall complete an online application form ("the Application Form") and the Club will provide the Customer with confirmation that the application has been accepted and the Child has been granted the place.

2. Operating Hours

2.1. The Club offers the Services between the following hours on the following days:

Monday	Start time:8.00am	End Time: 8:30am
Tuesday	Start time: 8:00am	End Time: 8:30am
Wednesday	Start time: 8:00am	End Time: 8:30am
Thursday	Start time: 8:00am	End Time: 8:30am
Friday	Start time: 8:00am	End Time: 8:30am

2.2. The Club does not offer the Services on Weekends, public holidays, school holidays or non-pupil days.

2.3. The Club may alter the hours or days on which the Services are offered by giving the Customer four weeks' written notice.

2.4. The Club shall give the Customer one week's written notice of any periods during which the Club is unable to provide the Services due to staff being on holiday or of any other interruption to the Services which is planned in advance.

3. Fees and Charges

3.1. The Club shall charge the Customer £3.00 for each daily session in which the Club provides the Services ***within*** its standard operating hours, as set out in 2.1 above.

3.2. The minimum charging period for the purposes of 3.1 shall be one session.

4. Booking and Cancellation

4.1. The Customer shall specify on the Application Form the days when the Services are required to be provided ("the Regular Session Bookings").

4.2. If the Customer wishes to change the Regular Session Bookings, one month's notice must be given in writing to the Club. Any changes are subject to the agreement of the Club and the Club makes no guarantee that it will be able to accommodate the Customer's request. Charges for the notice period will be payable irrespective of whether the sessions are attended.

4.3. If the Club wishes to change the Regular Session Bookings, it must give the Customer one month's written notice of any proposed changes. If the Customer does not agree to the changes, they may treat this Agreement as terminated.

4.4 If the Customer requires the Services on an adhoc basis ("the Adhoc Session Bookings"), an email should be sent to the Club via the school office (admin@homefarm.essex.sch.uk) setting out details of the sessions required. The Adhoc Session Bookings will only be provided if space is available.

5. Payment of Fees

5.1. The Customer will pay monthly in advance for the Regular Session Bookings. Payment can be made via Scopay or via childcare voucher payments. No cash or cheques will be accepted. Email invoices will be sent to the Customer on or around the 26th of the month September to July and on or around the first day of the autumn term for August. Payment should be made within 14 days of receipt of the email invoice. Failure to make payment within 14 days will result in the suspension of the Services with immediate effect.

5.2. The Customer will pay monthly in arrears for Ad Hoc Session Bookings. Email invoices will be sent to the Customer on or around the 26th of the month. Payment should be made within 14 days of receipt of the email invoice. Failure to make payment within 14 days will result in the suspension of the Services with immediate effect.

5.3. The Customer agrees to pay to the Club interest at a rate of percentage points per annum above the Bank of England base rate on any payments which are not settled in accordance with sections 5.1 and 5.2 above.

6. Dropping off of Child by the Customer

6.1. The Customer must drop the child off promptly at the beginning of the Regular Session Bookings at the school door. Breakfast can only be served to children arriving before 8:20am.

7. The Customer's Specific Obligations

7.1. The Customer agrees to co-operate with the Club as may be necessary to allow the Services to be provided.

7.2. The Customer agrees to dress the child appropriately for weather conditions.

7.3. The Customer understands and acknowledges that agents or employees of the Club will follow the school's behaviour management policy.

7.4. The Customer is responsible for notifying the Club if the Child is taking part in an alternative school led club.

8. The Club's Specific Obligations

8.1. The Club shall ensure that wherever the Services are to be provided by an employee or volunteer under his direction that any such person complies with all of the obligations applicable to the Club.

8.2. The Club shall provide the Services to a reasonable standard and with the exercise of reasonable skill and care.

8.3. The Club shall provide the Services in accordance with all relevant codes of practice and guidelines, observing health and safety requirements.

8.4. The Club will endeavour to accommodate requests for changes to Regular Session Bookings, but this cannot be guaranteed.

8.5. The Club shall provide breakfast and drinks to the Child.

8.6. The Club shall at all times hold such permits, licences and permissions as may be necessary to enable him to provide the Services. All staff employed by the Club will be recruited under the school recruitment regulations. All staff and volunteers will be subject to enhanced DBS checks.

8.7. The Club will follow the Child Protection Policy as laid down by the school.

8.8. The Club shall at all times have in force a valid public and employer's liability insurance policy, and such other insurance policies as may be necessary.

9.Sickness and Medical Attention

9.1. Where the Child has any contagious disease the Customer shall not permit him to attend the Club.

9.2. Where it appears to the Club that the Child is suffering from a contagious disease it shall be entitled to refuse to take the Child.

9.3. The Club accepts no responsibility for the Child contracting any contagious disease or illness through contact with any employee or agent of the Club or any of the other children the Club cares for.

9.4. The Customer must provide the Club with details of the Child's state of health and any medical or health related condition which he suffers with. The Customer must inform the Club immediately if this changes.

9.5. Where the Child suffers from any medical or health related condition, the Customer shall provide the Club with instructions on how to manage this condition, including any medication and direction for its administration.

9.6. The Club shall not be liable for any adverse effects which result from the administration of medication provided by the Customer.

10.Termination & Probationary Period

10.1. This agreement shall continue until terminated in accordance with this section.

10.2. Without prejudice this agreement may be terminated immediately where any of the following circumstances arise:

a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of their duties as outlined herein (including a failure on the part of the Customer to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified days after such notice.

b) Either party commits a breach of this agreement which cannot be remedied.

10.3. Upon termination of this agreement the Customer shall pay to the Club such sums as may represent work done and expenses incurred up to and including the date of the termination.

10.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

11. Disclaimers and Exclusions

11.1. The Club shall not be responsible for loss or damage to any property which the Customer sends with the Child.

12. Indemnity

12.1. The Customer shall indemnify the Club against any loss or damage which results from the Customer's breach of this agreement or failure to abide by any of its terms.

13. Force Majeure

13.1. Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

14. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions

14.1. This agreement constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing.

14.2. This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

14.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.