Before and Aftercare Payment Contract

THIS AGREEMENT IS MADE ON …….. (date) BETWEEN St Anne's CE Lydgate Primary School, Before and Aftercare Service (the "School"), AND …… (the "Parent/Carer") of …….. (the "Child")

…… (home address)

…… (home address)

…… (home address)

…… (contact telephone number/s)

…… (email address)

The Parent/Carer agrees to pay the School for the provision of Before and After School Care Service (the "Service") in respect of the Child in accordance with the terms of this agreement.

1. The Service is a 'drop in' provision meaning that there is no commitment for a minimum number of sessions each week.

2. The Service will care for the Child during operational times (7.30am to 8.50am and 3.20pm to 5:45pm) (the **"Operational Hours"**) when the Parent/Carer either brings their child to Before School Care and when a parent has not collected their child at the end of the school day. Parents are asked to inform the Service by ringing the School if they require child care at short notice. (Please refer to section 4 regarding payment requirements.)

   (During periods where COVID restrictions are in place, the session times may vary per child – dependent upon 'class bubbles' and staffing requirements. Within these considerations, some afternoon sessions begin at 3.00pm.)

3. The **"Service Provision Fee"** means the fees currently chargeable, details of which are available on the School's website. Fees will be reviewed annually. The School will give the Parent/Carer four weeks' written notice of any increase in fees.

4. Service Provision Fees are payable **strictly in advance** i.e. **payment must be made *before* you use the Service, thereby ensuring your account is always in credit.** Payment is made via the School's online payment facility 'Arbor' using a debit or credit card. The Service also accepts payments by childcare vouchers. Where a Parent/Carer makes an overpayment, a refund will be processed.

5. As no contractual agreement for a minimum number of sessions exists, payment is not required if the Child is absent from a 'normal' session for any reason nor for the reasons stated below:

   a. any day which constitutes a statutory Bank Holiday, when the School is closed;

   b. when the School has enforced closure due to circumstances beyond its reasonable control, such as adverse weather conditions, unforeseen problems with the premises or other emergencies;

c. when the School is closed to coincide with the school holidays. The school holiday dates are available to download from the school website

6. The **"Payment Period"** means: Weekly or Monthly or Per Term **in advance**

7. The **"Payment Method"** means: Debit/Credit Card via 'Arbor' or Childcare Vouchers

8. The Payment Method may be a combination of the above Payment Methods.

9. Receipts are generated via Arbor as payment is made.

10. The Parent/Carer agrees to pay the Service Provision Fee on the **"Payment Day" (which means by 3.20pm on the last working day of the week before the week the Child attends)**, for the number of sessions required during the forthcoming week (hereinafter called the **"Sum Owing"**). The Payment Day may be weekly or monthly as agreed in clause 6 of this Payment Contract.

11. The Parent/Carer acknowledges the right of the Service to charge an administration fee of £10.00 in addition to the Sum Owing where payment is more than **seven** days late.

12. Accounts are due for payment upon presentation, unless the Parent/Carer is in receipt of Childcare Vouchers, in which case if there is any balance to pay, this shall be paid immediately.

13. The Parent/Carer will use their best endeavours to bring the Child to the School premises no earlier than the commencement time (7.30am) of the Operational Hours and to collect the Child by the end time (5.45pm) of the Operational Hours. ***(Operational hours are subject to change during COVID19 considerations)***

14. Where a Parent/Carer is late collecting the Child at the agreed expiry time - the Service will be withdrawn, where there are three instances within a half-term.

15. **"Termination Notice"** means the period of prior written notice required to terminate the Payment Contract to be given by either party.

16. Full Service Provision Fees shall continue to be paid for any sessions used by the Child.

17. The Payment Contract shall remain in force until:

a) a new Payment Contract between the parties is signed by both parties; or

b) the Payment Contract is terminated by the School or Parent/Carer in accordance with the terms of this Payment Contract.

18. The School may terminate this Payment Contract:

a) with immediate effect by notice in writing to the Parent/Carer where, acting in its sole discretion, the School reasonably considers that the behaviour of the Child constitutes a risk to the safety and wellbeing of itself or any other child on the School premises; or

b) with immediate effect by notice in writing to the Parent/Carer where the Parent/Carer has failed to make any payment on any due date and has failed to comply with a written notice from the School requesting that such outstanding Sum Owing should be paid by such further date as the School shall specify in that notice; or

c) on reasonable notice to the Parent/Carer where the School decides (in its sole discretion) to withdraw the Service (in whole or part).

19. Where the School terminates the Payment Contract under clause 18 above, the School reserves the right to recover from the Parent/Carer the Sum Owing up to and including the date this Payment Contract is terminated.

20. The School reserves the right to assign any outstanding Sum Owing to a debt recovery service, in which case the Parent/Carer will incur all charges for the recovery of the debt, including court costs and administration charges.

21. Where there is more than one Parent/Carer with parental responsibility for the Child, the liability under the terms and conditions of this Payment Contract shall be limited to the Parents/Carers signing this Payment Contract.

22. The parties confirm their intent not to confer any rights on any third parties by virtue of this Payment Contract and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to this Payment Contract.

23. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Payment Contract or such other address in England as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting.

24. This Payment Contract supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied). No addition to or modification of any provision of this Payment Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

25. This Payment Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

I / We the Parent/Carer acknowledge:

A. that I / we have read and understood this Payment Contract;

B. understand that it creates a legally binding relationship with the School;

C. acknowledge that I / we have received a copy of this agreement.

1st Parent/Carer signature: …… Print name: ……

Date: ……

2nd Parent/Carer signature: …… Print name: ……

(If appropriate, see clause 21) Date: ……

School signature: Print name:

Position: Headteacher Date: