



Terms and Conditions

1 Introduction

- 1.1 Spiral Partnership Trust provides a variety of out of school clubs for its pupils aged between 4 (Reception year) and 11 years of age.
- 1.2 The clubs take place at the Trust's premises during school term time and during periods of school holidays.
- 1.3 These terms and conditions, which are subject to change from time to time, together with the Booking System form the basis of a legally binding agreement between the Trust and the Parents when the parents submit the information required in the Booking System.

2 Definitions

- 2.1 In these Terms and conditions:
 - 2.1.1 "**Booking System**" means the online Magic Booking system by which Parents book a place for the Child at a Club or Clubs.
 - 2.1.2 "**Child**" means the child named on the Booking Form who subject to confirmation and clause 3.2 below will attend the Clubs.
 - 2.1.3 "**Club**" or "**Clubs**" means the out of school club or clubs provided by the Trust for the Child and includes breakfast and after school clubs.
 - 2.1.4 "**Club Fees**" means the fees payable to the Trust by the Parents for the Clubs.
 - 2.1.5 "**Parents**" "**You**" or "**Your**" means each person who has completed the Booking Form and agreed to the Child attending the Clubs.
 - 2.1.6 "**Session**" means an individual session of a Club
 - 2.1.7 "**Term**" means the period between and including the first and last day of the applicable Term of the schools operated by the Trust.
 - 2.1.8 "**We**", "**Our**" or the "**Trust**" means the Spiral Partnership Trust trading as FACES which is the legal entity which operates the Clubs as now or in the future constituted (and any successor). The Trust is constituted as private company limited by guarantee.
 - 2.1.9 "**Year**" means the period between and including the first and last days of the academic year of the schools operated by the Trust.

3 Bookings

- 3.1 Parents of current or new pupils of the Trust can book a place for their child in one or more clubs by completing in full the information required in the Booking System which is found on our website (www.spiralfaces.org.uk).
- 3.2 Places are subject to:

- 3.2.1 Availability;
 - 3.2.2 Our ability to meet the needs of the child;
 - 3.2.3 The child remains a pupil of the Trust.
- 3.3 The child will be able to attend the clubs only following payment of the club fees or the completion of setting up a payment plan. Parents will only be able to book a club or a session if there is an available place.
- The booking system will automatically send the parents an email confirmation of the booking. If payment is not made in accordance with section 4 below, or a payment plan is not set up, at the time of booking, the booking system will automatically cancel the booking.
- 3.4 If, having booked clubs for the child for a term or year, Parents have the right to cancel this contract at any time within 14 days of the days of confirmation of a place. In such circumstances any club fees paid, pro-rated if the Trust has provided any services under this contract. This clause does not apply in cases where the booking is for a session only.

4 Club Fees and Payment

- 4.1 The Booking System will automatically raise an invoice at the time of booking. Parents can elect to pay the applicable fees in full or via Child Care vouchers, Tax Free Child Care or card or by monthly instalments by setting up a payment plan.
- 4.2 Club fees must be paid or a payment plan agreed at the time of booking. The Trust may refuse to allow the Child to attend if Club Fees are not paid in advance or a payment plan agreed. Parents understand and agree that it is their responsibility to ensure that payment of club fees is made before the due date particularly when using Tax Free Child Care or Child Care Voucher.
- 4.3 A late payment surcharge of 10% may be levied on any unpaid or late Club Fees.
- 4.4 Sessions may be cancelled if invoices remain unpaid.
- 4.5 Unpaid invoices may be escalated to the Trust CFO who will deal with the matter accordingly.
- 4.6 Except where there is legal liability, including liability under a court order or under the provisions of this contract to make a refund or reduction, Club Fees will not be refunded, reduced or waived. We do normally refund if the closure of the club is longer than three days
 - 4.6.1 the child is absent through illness; or
 - 4.6.2 a term is shortened, or a vacation extended; or
 - 4.6.3 The child is removed in accordance with clause 8.4 below; or
 - 4.6.4 the premises are temporarily closed due to adverse weather conditions or other safety related or good reasons; or
 - 4.6.5 for any reason other than exceptionally and at the sole discretion of the Trust in a case of genuine hardship.
- 4.7 If the child is collected from a club after the published end of club time late collection charges will be levied as follows:

- 4.7.1 £5 up to 15 minutes
- 4.7.2 £10 up to 30 minutes
- 4.7.3 £20 up to 60 minutes
- 4.8 The Trust reserves the right to increase club fees from time to time, usually annually, by giving at least four weeks' notice. club fees are published on the FACES website;
- 4.9 The parents accept that some Child Care Voucher Providers do not permit refund requests. Where this applies the Trust will not make a refund to the parents. It is not at the discretion of Spiral Faces whether they can make refunds via the Child Care Provider. It is the parents' responsibility to make themselves aware of the refund provisions of their Child Care Voucher Provider;
- 4.10 If the parents have a credit balance for club fees under £30 when the child completes Year 6 or otherwise ceases to be a pupil of a Trust school the Trust will not make a refund. The reason for this is the prohibitive cost of processing a refund;
- 4.11 Once a session has been booked, we are unable to offer swaps to alternative days;
- 4.12 Attendance at an external or school-run after-school club does not exempt children from the after-school club session charge.

5 Our obligations

- 5.1 The Trust shall provide each club to the child as booked by the parents at each published time. We reserve the right to organise any club and its delivery in a way which, in the professional judgement of the Trust, is most appropriate to those attending as a whole group. We will endeavour to inform the parents of significant changes to the club and the reasons for them as soon as practicable.
- 5.2 We will do all that is reasonable to safeguard and promote the child's welfare and to provide pastoral care to at least the standard required by law in the circumstances while they attend the clubs. The parents agree that the Trust has the right to require the child to remain away from any club session:
 - 5.2.1 pending the outcome of an investigation into a possible breach of discipline; or
 - 5.2.2 if the Trust considers that the child's presence at a club presents a risk to themselves or to any other child.
- 5.3 Where required, Trust staff may engage in physical contact with the child:
 - 5.3.1 as may accord with good practice; or
 - 5.3.2 for providing comfort to the child if in distress; or
 - 5.3.3 to maintain safety and good order; or
 - 5.3.4 in connection with the child's health and welfare; andthe Parents agree to such contact in these circumstances.

6 Your obligations

- 6.1 You must:

- 6.1.1 complete in full the information required in the booking system to book a place for the child at a club or clubs. The Trust will not be able to confirm a place via the Booking System at any clubs if an incomplete information is submitted;
- 6.1.2 complete the FACES medical consent form if you wish for Trust staff to administer medication to the child when attending club;
- 6.1.3 keep updated any existing or new allergy information in accordance with the Trust allergy policy;
- 6.1.4 keep the child's school/classroom up to date on the Booking System to support with the child being collected from their classroom;
- 6.1.5 pay the club fees and any late payment charges in accordance with Section 4 above;
- 6.1.6 Collect the child at the end of each club session or pay the applicable late collection charges as set out in Section 4 above;
- 6.1.7 keep the child at home for at least 48 hours following an incidence of vomiting or diarrhoea or if the child has contracted an infectious illness;
- 6.2 You shall inform the Trust as soon as reasonably practicable and in advance of a club, via email, of:
 - 6.2.1 any absence due to illness of the child;
 - 6.2.2 any medical condition, allergy, learning difficulty special, educational need or disability of the child not previously disclosed to us;
 - 6.2.3 details of any individual aged 16 years or over who is authorised by the parents to collect the child at the end of a club session. The child shall not be released to an individual aged under 16 years nor to an individual whose details have not been provided in advance to the Trust;
 - 6.2.4 any change in the family circumstances of the child which may have any impact on their attendance at the clubs.
- 6.3 You consent to an appropriate member of staff consenting to the child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the child's welfare and if the parents or a second emergency contact cannot be contacted in time.
- 6.4 You agree to co-operate with any reasonable request or instruction given by staff and to support staff in providing a club and pastoral care when the child is attending a club.
- 7 Clothing, personal items and liability**
 - 7.1 The Child is not permitted to bring money, jewellery or other electronic devices or other valuables to any club. Any personal possessions brought to a club by the child and any insurance of those items shall be the responsibility of the parents. Mobile phones brought to the club will be stored in a safe place until the child is collected. Mobile phones are not allowed to be used during the club session.
 - 7.2 Unless negligent or in breach of another legal duty which causes injury, loss or damage, the club does not accept responsibility for accidental injury or other loss caused to the child or the parents or for loss or damage to property.

8 Behaviour and discipline

- 8.1 The Parents accept that the clubs will be run in accordance with the policies and procedures of the Trust. The parents also accept that the policies, procedures and disciplinary regime of FACES may be subject to change at short notice, if in the opinion of the Trust it is deemed appropriate to do so in the circumstances prevailing at the time.
- 8.2 The parents will ensure that the child will be well-behaved and will comply with the rules of the Club and any reasonable instruction given by staff. The staff will act courteously and fairly in relation to the child and the parents, and we expect the same of the child and the parents in relation to staff and any member of the FACES community.
- 8.3 The parents accept the authority of Trust staff to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the child and / or any other child and / or the FACES community.
- 8.4 The Trust may require the removal of the child temporarily or permanently from any Club if:
- 8.4.1 the Child has committed a breach or breaches of rules or discipline for which removal is the appropriate sanction; or
 - 8.4.2 the Trust is no longer able to provide adequately for the child's special educational needs; or
 - 8.4.3 The parents have failed to comply with their obligations under this contract or one or both of the parents have behaved unreasonably, including but not limited to if they have treated any member of staff or any member of the FACES community unreasonably or acted in a way which could bring the Trust into disrepute.
- 8.5 If the child is removed in accordance with clause 8.4 above, there will be no refund of Club Fees paid.

9 Cancellation, change and termination

- 9.1 The parents may only make changes to the child's clubs if they provide 2 calendar weeks' written notice. Any requested change will be approved at the sole discretion of the Trust and will be subject to availability.
- 9.2 Parents may cancel the child's attendance at any Club Session through the Booking System. There will be no reduction, refund or waiver of club fees for a cancelled club session within the two-week cancellation period.
- 9.3 The Trust is unable to offer 'swaps'. A session must be cancelled and the new session that is required, booked separately. The cancelled session can be credited if it is within the two-week cancellation period.
- 9.4 The parents may terminate this contract if they provide 2 calendar weeks' notice via the Booking System.
- 9.5 The Trust shall have the right to terminate this contract with immediate effect by providing written notice to the parents if the parents are in breach any of their obligations, including the obligation to pay club fees.

10 General provisions

- 10.1 A concern or complaint should be referred to the FACES manager. Every reasonable complaint shall receive fair and proper consideration and a timely response.

- 10.2 If consent has been given by the parents via the Booking System, the Trust may obtain and use photographs or images (including video recordings) of the child for:
- 10.2.1 use in its promotional material such as the prospectus, the website or social media; or
 - 10.2.2 press and media purposes.
- Please see the Trust's privacy notice for more information about how it uses photographs and videos of children.
- 10.3 Only the Trust and the parents are parties to this contract. Neither the child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 10.4 These Terms and Conditions supersede any previously in force and will be construed. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
- 10.5 This contract was made at the Trust and it, together with each matter relating to the provision of services by the Trust, is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Spiral Partnership Trust: a Company Limited by Guarantee
Registered in England, Company Number: 08028375
Registered Office: 228 Hatfield Road, St Albans, Hertfordshire, AL1 4LW

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