



# St Faith's

Church of England  
Infant and Nursery School

## The Fireflies Term and Conditions

"Our inclusive St Faith's family strives to enable all to achieve their full potential and inspire a community of hope and friendship. We seek excellence by ensuring a safe, respectful and flourishing learning community, where differences are celebrated and our genuine love and high expectations make a difference to all."

*Oscar Romero .... "Aspire not to have more, but to be more."*

### 'THE FIREFLIES' BEFORE & AFTER SCHOOL EXTENDED PROVISION

The Fireflies Extended Provision is a part of the school St Faith's Church of England Infant and Nursery School ("the School").

### INTERPRETATION

Pursuant to these Terms the following terms shall have the following meanings:-

"Booking Confirmation" means our confirmation of acceptance of your request for the supply of the service(s) as set out in your order using the booking form submitted to the School via our website.

"us" or "we" or "our" or "firm" shall mean the School.

"Carer" means the person / persons who attend the service(s) or any part of it, with the Pupil.

"Supervisor" means the individual(s), contracted or employed by the School to deliver the service(s).

"Commencement Date" means the date upon which the delivery of service(s) shall commence as is more particularly defined the Booking Confirmation.

"Contract" means the legally-binding agreement between us and you for the supply by us of the service(s) or activities, which incorporates these Terms.

"Service(s)" means the service(s) described on the School's website to be provided by the School which you wish the Pupil to attend (such service(s) may consist of without limitation to the following, before and after school provision).

"Booking Form" means the form completed by the Parent or Carer relating to the enrolment or reenrolment of the Pupil on a service(s) or activity.

"Fee(s)" means the cost per service(s) as specified on the Booking Form (whether this is a single purchase or part of a package).

"Location" means the premises where the service(s) takes place.

"Pupil" means the child attending the service(s), whose details are specified by the Parent or Carer on the Booking Form.

"Parent" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract and "you" or "your" shall be construed accordingly.

### 1 ENGAGEMENT AND ACCEPTANCE

1.1 All agreements relating to the service(s) supplied by the School to the Pupil are subject to these Terms to the exclusion of all other terms and conditions.

1.2 The Contract shall be formed (and these Terms deemed accepted by you) upon placing an order with the School and paying the Fee(s). Payment by the Carer shall be deemed to have been made on behalf of the Parent.

1.3 No variation or addition to the Terms shall be binding on either party unless agreed in writing by the School and the Parent.

### 2 TERM

The Contract shall commence from the date you accept these Terms (as in clause 1.2 above) and shall terminate in accordance with clause 9 below i.e. when the service(s) offered have been completed (i.e. the service(s) duration has expired) and/ or the parties cease to be contractually bound by these Terms.

### 3 BOOKINGS

- 3.1 Bookings must be made direct with the School before any children can attend a service(s).
- 3.2 The School will not accept any children that have turned up without prior arrangement/bookings for any service(s).
- 3.3 Bookings must be made via our secure website only.
- 3.4 Once a booking is received, a Booking Confirmation will be sent to you via an automated emailing system to the specified email address provided. The School shall not be liable for the delivery failure of any receipts sent to an incorrect email address nor shall it be liable for any errors experienced with payment.
- 3.5 If the Pupil is going to miss a session (for whatever reason), the School must have received prior notification, **at least 24 hours** before in order for a refund to be administered.
- 3.6 All bookings are taken on a first come first serve basis and the School shall not be liable or responsible should there be no availability for the Pupil to attend a service(s).
- 3.7 It is Parent or Carer's responsibility to ensure that the contact details provided on the Booking Form are correct (this is not the School's responsibility).
- 3.8 All Bookings are non- transferrable, unless specifically agreed with in writing by the School.
- 3.9 When a late booking has been made i.e. during the school day for the evening session, **the School must be contacted** so that your child can be informed of this change in arrangement.

### 4 FEES AND PAYMENTS

- 4.1 The Fee(s) payable for each service(s) will be specified on the School's website and shall be as stated prior to the submission of your order and the Booking Form.
- 4.2 Subject to your chosen payment option, all Fee(s) shall be payable immediately and in advance of the Commencement Date and shall be accepted by you once you have placed an order with the School. If payment is not received children will not be formally enrolled on to the service(s) and should not attend (subject to clause 3.2).
- 4.3 You must pay the Fee(s) by submitting your Debit/Credit Card details with your Booking form and payment shall be administered immediately by our online payment system.

### 5 ATTENDANCE

- 5.1 The Parent/Carer should make their own travel arrangements to and from the service(s).
- 5.2 For Breakfast Club, the Parent or Carer is responsible for ensuring the Pupil attends the service(s) at the agreed Location in good time.
- 5.3 For the After School Club, pupils will be sent to the provision at the end of the school day or after an in-school club.
- 5.4 The School reserves the right to exclude or refuse any Pupil from participating in any extended provision service(s) at any time. If a Pupil repeatedly detracts from the objectives of the service(s) and threatens the enjoyment and safety of others, the Parent/Carer will be contacted and will be asked to remove that individual. A refund shall be payable in these circumstances.
- 5.5 Unacceptable behaviour will not be tolerated and the Supervisor will attempt to deal with it in the first instance within the confines of the group. If this does not deal with it, then clause 5.4 (above) will be invoked and followed.
- 5.6 If the unacceptable behaviour continues then the school reserves the right to exclude the child permanently.

### 6 DELIVERY & LOCATION OF SERVICES

- 6.1 The School will notify the Pupil, Parent or Carer in advance of the Location of the service(s). This will usually be on the Booking Confirmation or on the Company's website.
- 6.2 We will endeavour to deliver the service to the Location on the dates specified in the Booking Confirmation, unless exceptional circumstances or events beyond our reasonable control prevent us doing so.
- 6.3 Our delivery of the service(s) may be affected by certain situations or events that occur that are not within our reasonable control. Where one of these occurs we will attempt to commence or recommence the service(s) as soon as the situation which has stopped us performing the service(s) has been resolved.
- 6.4 The following are examples (without limitation) of events or situations which shall not be within in the Company's reasonable control:
- 6.4.1 *where adverse weather conditions make it virtually impossible or unsafe for us to perform any of the service(s);*  
*or*
- 6.4.2 *where we are unable to gain access to the Location to carry out the service(s); or*
- 6.4.3 *for other some unforeseen or unavoidable event or situation which is beyond our control.*

6.5 Our duty of care towards children who are receiving the benefits of a service(s) will commence at the beginning of each service(s) session, provided that the Parent /Carer /Guardian authorised collector has notified us of their attendance. The duty of care ceases at the end of each session, at which time it reverts back to the Parent/Carer/Guardian/authorised collector (details of whom must be included in your Booking Form).

6.6 We expect all children to be collected promptly from the After School Club. In cases where the child/ children are collected late on a regular basis, the School reserve the right to terminate the contract between the School and the Parent/ Carer. There will also be a late charge issued to you.

## **7 CANCELLATION AND REFUND POLICY**

7.1 You have a 'right to cancel' a booking before the Fireflies club has started, provided you have contacted the School and informed us of the cancellation **at least 24 hours** prior to the session starting. You will receive a full refund in the form of a credit on your Fireflies account. We always aim to be flexible with parents and wherever possible keep administration charges to a minimum and offer the credit for future sessions to support this. In order that the flexibility is offered, we ask that you give as much notice as possible for any cancellations, to allow for other families to book on, if necessary.

7.2 In the event of school closing and/or a service(s) session being cancelled due to adverse weather, the School shall not be held responsible but credit for the session will be offered to cover the full value of any parent loss, this can be used for the booking of future sessions.

7.3 All refunds in the form of credit shall be made within 28 days of notification.

7.4 The School shall not be liable for any loss or damage that arises as a result of cancelling a service(s).

7.5 All credits are given at the discretion of the School, are non-transferable and cannot be used between different settings.

## **8 LIABILITY**

8.1 Except in respect of death or personal injury caused by the School's negligence, the School will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any losses indirect, special or consequential losses, damages, costs, expenses or other claims (whether caused by the School's servants or agents or otherwise) in connection with the performance of its obligations under the Contract or with the use by the Pupil of the service(s) supplied.

8.2 The School shall not be liable to the Pupil or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the School's obligations if the delay or failure was due to any cause beyond the School's reasonable control. Except in unusual or exceptional circumstances, we expect any losses to be limited to the charges for the service(s).

## **9 TERMINATION**

Either you or we may terminate the Contract at any time on written notice to the other if that other:

9.1.1 commits a material breach, or series of breaches resulting in a material breach of the Contract and such breach is not remediable or is not remedied within fifteen (15) days of written notice to do so; or

9.1.2 is subject to an exceptional event beyond its reasonable control notified to the other party promptly upon its occurrence that renders the party giving notice of the event unable to perform its obligations under the Contract for period of more than thirty (30) days.

## **10 DATA PROTECTION AND CONFIDENTIALITY**

The Data Protection Act requires us to advise you that your particulars are held on our database. We use your personal data for the provision of our service(s) to you and for related purposes including:

updating and enhancing Pupil records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance.

## **11 NOTICES**

11.1 Any notice required or permitted to be given or served under this Agreement shall be in writing and may be served by either party by personal service or by post addressed to the other party's registered office/address for the time being.

11.2 Any such notice shall be deemed to have been served if delivered, at the time of delivery; or if posted, at the expiry of 48 hours after posting.