

# CLUBLAND PLAYSCHEME

## PARENT AGREEMENT TERMS AND CONDITIONS



“CLUBLAND” IS THE TRADING NAME OF CLUBLAND PLAYScheme LIMITED, COMPANY REGISTERED IN ENGLAND AND WALES, THE COMPANY REGISTRATION NUMBER IS 06032792 (CLUBLAND, WE OR US). OUR REGISTERED OFFICE AND MAIN TRADING ADDRESS IS AT IMAGE COURT, 328-334 MOLESEY ROAD, WALTON-ON-THAMES, SURREY KT12 3LT.

YOU CAN CONTACT US BY TELEPHONE ON 020 8979 03100 OR BY WRITING TO US AT [INFO@CLUBLAND-PLAYSCHEME.COM](mailto:INFO@CLUBLAND-PLAYSCHEME.COM).



## TERMS AND CONDITIONS

1.1 ONLY A PARENT OR GUARDIAN (OR PARENTS/GUARDIANS) WITH PARENTAL RESPONSIBILITY CAN ENTER INTO AN AGREEMENT WITH US FOR THE PROVISION OF CHILDCARE SERVICES IN RESPECT OF THEIR CHILD. THESE ARE THE TERMS AND CONDITIONS GOVERNING THE AGREEMENT ON WHICH CLUBLAND SUPPLY CHILDCARE SERVICES TO SUCH A PARENT/GUARDIAN (THE PARENT OR YOU).

1.2 CLUBLAND RESERVE THE RIGHT TO VARY THESE TERMS AND ANY OF OUR POLICIES AT ANY TIME. WRITTEN NOTIFICATION OF ALL REVISIONS WILL BE GIVEN. WE MAY ALSO CHANGE THE SERVICE PROVIDED TO REFLECT CHANGES IN REGULATORY REQUIREMENTS AND RELEVANT LAWS.

1.3 THE COMPLETION OF A BOOKING IS AN OFFER TO PURCHASE OUR CHILDCARE SERVICES ON THE BASIS OF THESE TERMS. YOUR OFFER WILL BE ACCEPTED, AND THE AGREEMENT COMES INTO FORCE, AUTOMATICALLY ON COMPLETION OF A BOOKING.

## REGISTRATION

2. OUR SETTINGS ARE ALL REGISTERED WITH OFSTED. REGISTRATION NUMBERS ARE AVAILABLE ON OUR WEBSITE, AT THE RESPECTIVE SETTINGS OR ON REQUEST.

## EQUAL OPPORTUNITIES

3. CLUBLAND OPERATE AN EQUAL OPPORTUNITIES POLICY, IN BOTH STAFF RECRUITMENT AND CHILD ENROLMENT.

## REGISTRATION AND ACCEPTANCE

4.1 A PLACE WILL BE NOT BE GUARANTEED UNTIL:

4.1.1 THE DEPOSIT HAS BEEN PAID; AND

4.1.2 YOU HAVE PAID FOR YOUR BOOKING IN FULL OR SET UP A PAYMENT PLAN.

4.2 THE FOLLOWING CONDITIONS NEED TO BE SATISFIED NO LATER THAN 7 DAYS PRIOR TO YOUR CHILD'S START DATE. IF THEY ARE NOT WE RESERVE THE RIGHT NOT TO ACCEPT YOUR CHILD ON THAT DATE (OR UNTIL THE CONDITIONS HAVE BEEN MET):

4.2.1 YOU HAVE INFORMED CLUBLAND IN WRITING OF ANY FOOD, SUBSTANCE OR MEDICINE TO WHICH YOUR CHILD IS ALLERGIC, ANY ACTIVITY THEY ARE UNABLE TO PARTICIPATE IN OR ANY HEALTH AND MEDICAL CONDITIONS;

4.2.2 YOU HAVE PROVIDED PHONE NUMBERS WHERE YOU MAY ALWAYS BE REACHED AND EMERGENCY CONTACT DETAILS, AND YOU HAVE PROVIDED CLUBLAND WITH A LIST OF ADULTS WHO ARE AUTHORIZED TO COLLECT THE CHILD.

4.3 YOU ARE REQUIRED TO NOTIFY US IMMEDIATELY OF ANY CHANGES TO THE INFORMATION PROVIDED ON THE REGISTRATION FORM OR REFERRED TO IN THIS PARAGRAPH.

4.4 IF A PLACE IS NOT AVAILABLE IMMEDIATELY YOU CAN JOIN OUR WAITING LIST FREE OF CHARGE. AVAILABILITY IS ASSESSED ON AN ONGOING BASIS TAKING INTO ACCOUNT ANY LEAVERS OR CHANGES IN STAFFING LEVELS.

4.4.1 WE WILL INFORM YOU IF A PLACE BECOMES AVAILABLE. A PLACE WILL BE OFFERED AND MUST BE ACCEPTED WITHIN 3 DAYS, OTHERWISE WE WILL OFFER IT TO THE NEXT FAMILY ON OUR WAITING LIST.

4.4.2 IF YOUR CHILD DOES NOT RECEIVE A PLACE TO START AT THE REQUESTED TIME, THEY WILL REMAIN ON THE WAITING LIST UNTIL A PLACE BECOMES AVAILABLE OR UNTIL YOU REQUEST FOR THEM TO BE REMOVED. PLEASE CONTACT HEAD OFFICE ([INFO@CLUBLAND-PLAYSCHEME.COM](mailto:INFO@CLUBLAND-PLAYSCHEME.COM)) IN SUCH CASES.

## SCHEDULES OF ATTENDANCE AND SESSIONS

5.1 CLUBLAND RUNS A TERM-TIME PROVISION AND DURING SOME SCHOOL HOLIDAYS.

5.1.1 TERM-TIME PROVISION:

5.1.1.1 CLUBLAND ARE OPEN DURING SCHOOL TERM AND OFFER A BREAKFAST CLUB BEFORE SCHOOL AND AN AFTER-SCHOOL CLUB FROM THE END OF THE SCHOOL DAY. FULL INFORMATION ON WHICH CLUBS ARE AVAILABLE AT WHICH SETTINGS AND THEIR OPENING AND CLOSING TIMES ARE AVAILABLE ON OUR WEBSITE.

5.1.1.2 WE DO NOT OPEN ON SCHOOL INSET DAYS OR RUN OUR AFTERSCHOOL SESSIONS WHEN SCHOOLS FINISH EARLY ON THE LAST DAY OF EACH TERM (AUTUMN, SPRING AND SUMMER).

5.1.1.3 SESSIONS CAN BE BOOKED ON A PERMANENT OR AD HOC BASIS. SESSIONS CAN ONLY BE BOOKED FOR THE CURRENT ACADEMIC YEAR AND NEED TO BE RENEWED ANNUALLY. PRIORITY BOOKING FOR THE FOLLOWING ACADEMIC YEAR IS GIVEN TO EXISTING PARENTS IN THE SPRING TERM.

5.1.1.4 A MINIMUM OF 6 WEEKS' WRITTEN NOTICE IS REQUIRED TO DECREASE A BOOKING PATTERN.

5.1.1.5 ANY INCREASE/DECREASE TO A BOOKING PATTERN WILL BE SUBJECT TO AGREEMENT AND AVAILABILITY.

5.1.1.6 CLUBLAND IS OPEN FROM 07:15 WHERE WE OFFER A BREAKFAST SESSION, AND UNTIL 18:00 MONDAY TO FRIDAY. SOME SETTINGS DO OFFER A SLIGHTLY LATER CLOSING TIME. THE CLUB INFORMATION SECTION ON OUR WEBSITE WILL PROVIDE INFORMATION ON THE RELEVANT SETTINGS OPENING HOURS.

5.1.1.7 CLUBLAND DO NOT ALLOW THE SWAPPING OF SESSIONS FROM ONE DAY TO ANOTHER. EXTRA SESSIONS MAY BE AVAILABLE TO BE BOOKED AT SHORT NOTICE AND CHARGED AT OUR STANDARD SESSION RATE.

5.1.1.8 WE DO NOT ALLOW PLAN EXCHANGES BETWEEN FAMILIES OR BETWEEN SIBLINGS.

5.1.1.9 CHANGES TO START DATE ARE SUBJECT TO AVAILABILITY. IF WE ARE UNABLE TO ACCOMMODATE THIS REQUEST, IT WILL BE TREATED AS A CANCELLATION, AND YOU WILL BE ADDED TO OUR WAITING LIST (SHOULD YOU WISH). ANY CHANGES TO START DATE SHOULD BE COMMUNICATED WITH 6 WEEKS' NOTICE IN WRITING, IF NOT WE WILL RETAIN THE DEPOSIT.

5.1.2 SCHOOL HOLIDAY PROVISION:

5.1.2.1 CLUBLAND OFFERS A WRAPAROUND CARE PROVISION DURING EVERY SCHOOL HOLIDAY EXCEPT OVER THE CHRISTMAS PERIOD.

5.1.2.2 THE LOCATION, OPENING TIME AND FEES CAN BE FOUND ON OUR WEBSITE.

5.1.2.3 SESSIONS FOR THE HOLIDAY CLUB ARE BOOKED ON AN AD HOC BASIS.

## CHILDREN

6.1 CLUBLAND MAY REQUIRE THE PARENT TO REMOVE THEIR CHILD FROM THE SETTING, AS SOON AS REASONABLY PRACTICABLE, IF;

6.1.1 THE CHILD REQUIRES SPECIAL MEDICAL CARE OR ATTENTION WHICH IS NOT AVAILABLE, OR WHICH IS PROHIBITED BY THE PARENT.

6.1.2 THE CHILD IS OR BECOMES ILL DURING OPENING HOURS OR HAS BEEN ILL IN THE PREVIOUS 48 HOURS TO A PARTICULAR SESSION.

6.1.3 CLUBLAND HAS REASONABLE CAUSE TO BELIEVE THAT THE CHILD IS OR MAY BE SUFFERING OR HAS SUFFERED FROM ANY CONTAGIOUS DISEASE, AND THERE REMAINS A DANGER TO OTHER CHILDREN WHO MAY CONTRACT SUCH A DISEASE;

6.1.4 YOUR CHILD SERIOUSLY HARMS A MEMBER OF STAFF OR ANOTHER CHILD, OR CLUBLAND HAS REASONABLE CAUSE TO BELIEVE THAT THE CHILD MAY DO SO, IN ANY SUCH CASE, WE MAY NOT ALLOW THE CHILD TO RETURN UNTIL THE RELEVANT EVENT OR RISK HAS CEASED, OR IN THE CASE OF ILLNESS UNTIL 48 HOURS HAVE PASSED SINCE SYMPTOMS HAVE CEASED.

6.2 THE PARENT PERMITS, AND HEREBY AUTHORIZES, CLUBLAND STAFF TO ARRANGE FOR THE CHILD TO RECEIVE FIRST AID AND/OR MEDICAL TREATMENT IN CASE OF AN EMERGENCY, INCLUDING TAKING THE CHILD TO THE HOSPITAL IF NECESSARY.

6.3 PRESCRIBED MEDICATION WILL ONLY BE ADMINISTERED AFTER THE COMPLETION OF THE APPROPRIATE DOCUMENTATION. NON-PRESCRIBED MEDICATION MAY BE ADMINISTERED WITH A PARENT'S CONSENT (IN SUCH FORM AS WE REQUIRE FROM TIME TO TIME) BUT MAY RESULT IN THE CHILD NEEDING TO BE COLLECTED WITHIN ONE HOUR. PLEASE REFER TO OUR MEDICATION POLICY FOR FURTHER DETAILS.

6.4 THE PARENT SHALL NOT BE ENTITLED TO ANY REFUND OF FEES WHEN A CHILD IS ABSENT FROM CLUBLAND FOR ANY EVENT STATED IN THE CHILDREN SECTION. IF THE CHILD IS PERMANENTLY REMOVED FROM, OR NOT ALLOWED TO RETURN TO, CLUBLAND BECAUSE OF SUCH AN EVENT, 6 WEEK'S WRITTEN NOTICE UNDER THE TERMINATION SECTION SHALL BE DEEMED TO HAVE BEEN GIVEN BY THE PARENT.

6.5 CLUBLAND HAVE AN OBLIGATION TO REPORT ANY CIRCUMSTANCES TO THE RELEVANT AUTHORITIES WHERE WE CONSIDER A CHILD MAY BE AT RISK OF HARM OR NEGLECT. THIS MAY BE DONE WITHOUT YOUR CONSENT AND/OR INFORMING YOU.

6.6 IF YOUR CHILD IS THE SUBJECT OF A COURT ORDER YOU MUST INFORM US AND PROVIDE US WITH A COPY OF THIS ORDER.

6.7 SHOULD YOUR CHILD'S CIRCUMSTANCES CHANGE AND/OR SHOULD WE RECEIVE INFORMATION (WHETHER DIRECTLY OR INDIRECTLY) TO SUGGEST YOUR CHILD'S CIRCUMSTANCES HAVE CHANGED OR WILL CHANGE DURING THE COURSE OF YOUR CHILD'S CARE AT CLUBLAND, WHICH MEANS THAT WE ARE OR WILL NO LONGER BE ABLE TO PROVIDE ADEQUATE CARE TO YOUR CHILD FOR ANY REASON, WE MAY END OUR CONTRACT WITH YOU AND WITHDRAW YOUR CHILD'S PLACE AT CLUBLAND. WHERE THIS IS THE CASE, WE WILL USE OUR REASONABLE ENDEAVOURS TO PROVIDE YOU WITH AT LEAST ONE (1) MONTHS' NOTICE OF OUR INTENTIONS, BUT THIS MAY NOT ALWAYS BE POSSIBLE IN CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL AND SO CANNOT BE GUARANTEED. IF WE DO WITHDRAW YOUR CHILD'S PLACE AT CLUBLAND, WE WILL ASSUME THIS IS YOUR 6 WEEKS WRITTEN NOTICE AND WE WILL, WITHIN 14 DAYS OF YOUR CHILD'S

LAST SESSION, REFUND YOU FOR ANY FEES YOU HAVE PAID IN ADVANCE FOR WHICH SESSIONS WILL NOT BE PROVIDED.

## FEES AND DEPOSIT

7.1 FEES ARE CALCULATED PER SESSION, AND THE FEES FOR EACH SETTING ARE AVAILABLE ON OUR WEBSITE.

7.2 CLUBLAND OFFERS INSTALMENT PLANS FOR BOOKINGS COVERING A PERIOD OF MORE THAN 34 DAYS. THE FULL COST OF THE BOOKING IS SPLIT INTO EQUAL MONTHLY PAYMENTS THROUGHOUT THE DURATION OF THE BOOKING, AND FEES ARE CHARGED MONTHLY IN ADVANCE. IF THE BOOKING IS MADE MORE THAN 30 DAYS IN ADVANCE OF THE FIRST SESSION DATE, A DEPOSIT WILL BE TAKEN AND DEDUCTED FROM THE TOTAL BOOKING AMOUNT. IF THE FIRST SESSION IS DUE TO TAKE PLACE LESS THAN 30 DAYS AFTER THE BOOKING IS MADE, THE FIRST MONTHLY PAYMENT WILL BE DUE AT THE TIME OF BOOKING.

7.3 BOOKINGS COVERING A PERIOD OF LESS THAN 34 DAYS ARE REQUIRED TO BE PAID IN FULL AT THE TIME OF BOOKING.

7.4 IF THE CHILD DOES NOT START/ATTEND CLUBLAND ONCE THE AGREEMENT HAS BEEN MADE CLUBLAND RESERVE THE RIGHT TO RETAIN THE DEPOSIT IF 6 WEEK'S NOTICE HAS NOT BEEN PROVIDED.

7.5 THE DEPOSIT IS A £35 NON-REFUNDABLE FEE THAT WILL BE DEDUCTED FROM YOUR OVERALL BALANCE.

7.6 CLUBLAND OFFERS A WEEKLY DISCOUNT OF 5% FOR OUR TERM-TIME PROVISION. TO QUALIFY, CHILDREN MUST ATTEND FIVE BREAKFAST CLUBS OR FIVE AFTERSCHOOL CLUBS IN A WEEK.

7.7 CLUBLAND OFFERS A SIBLING DISCOUNT OF 5% FOR OUR TERM-TIME PROVISION, APPLIED TO THE 2ND, 3RD AND 4TH SIBLINGS WHO ATTEND THE SAME SESSIONS.

7.8 THE ORDER OF APPLICATION WILL SEE THE WEEKLY DISCOUNT APPLIED TO THE BOOKING COST FIRST, FOLLOWED BY THE SIBLING DISCOUNT.

7.9 CLUBLAND RESERVE THE RIGHT TO REVIEW THE DISCOUNTS AT ANY TIME AND WILL ENDEAVOUR TO GIVE SIX WEEKS' NOTICE SHOULD A DISCOUNT CEASE TO EXIST.

7.10 FEES RECEIVED AFTER THE DUE DATE OF EACH MONTH WILL INCUR AN ADMINISTRATIVE CHARGE FOR LATE PAYMENT AS DETAILED ON THE FEE SHEET.

7.11 CLUBLAND UNDERSTAND THAT OCCASIONALLY SITUATIONS ARISE WHICH NECESSITATE LATE COLLECTION OF THE CHILD. IF YOU ANTICIPATE YOUR COLLECTION WILL BE AFTER THE CLOSING TIME, YOU MUST NOTIFY THE PLAYSCHHEME MANAGER. YOU WILL BE CHARGED £5 EVERY 5 MINUTES PAST THE CLOSING TIME UNTIL YOU DEPART FROM THE SETTING. WE DO NOT ALLOW LONE WORKING SO 2 MEMBERS OF STAFF ARE REQUIRED TO WAIT WITH YOUR CHILD.

7.12 WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL. IF OUR SUPPLY OF SERVICES TO YOU IS DELAYED BY AN EVENT OUTSIDE OUR CONTROL, THEN WE WILL CONTACT YOU AS SOON AS POSSIBLE TO LET YOU KNOW AND WE WILL TAKE STEPS TO MINIMIZE THE EFFECT OF THE DELAY OR CLOSURE. SHOULD THERE BE RISK OF SUBSTANTIAL DELAY YOU WILL BE CONTACTED WITH REGARD TO FUTURE PAYMENTS (TEMPORARY REDUCTION OR SUSPENSION) FROM THE DATE OF THE EVENT TAKING PLACE.

7.13 CLUBLAND RESERVE THE RIGHT TO REVIEW THE FEES AT ANY TIME AND WILL ENDEAVOUR TO GIVE TWO MONTHS' NOTICE AND WILL SEEK TO RESTRICT SUCH A REVIEW TO ONCE A YEAR.

7.14 AN AGREEMENT WITH A THIRD PARTY TO PAY THE FEES OR ANY OTHER SUM DUE TO CLUBLAND DOES NOT RELEASE THE PARENT FROM ANY LIABILITY UNDER THESE TERMS.

## TERMINATION

8.1 THE DEPOSIT IS INTENDED TO COVER COSTS INCURRED BY CLUBLAND PRIOR TO THE CHILD STARTING AT THE SETTING. SHOULD A PARENT CANCEL A PLACE PRIOR TO THE START DATE WITHOUT 6 WEEKS' NOTICE, CLUBLAND SHALL RETAIN THE DEPOSIT TO COVER THE COSTS AND LOSSES THAT CLUBLAND HAS INCURRED BECAUSE OF SUCH CANCELLATION.

8.2 WITHOUT LIMITING OUR OTHER RIGHTS OR REMEDIES, EXCEPT WITH THE PARENT REASONABLY DISPUTES THE SUM PAYABLE, CLUBLAND MAY, BY SERVING A NOTICE IN WRITING ON THE PARENT, TERMINATE THE AGREEMENT WITH IMMEDIATE EFFECT IF THE PARENT FAILS TO PAY THE FEES FOR A PARTICULAR MONTH WITHIN SEVEN DAYS OF THE DUE DATE OF THAT MONTH.

8.3 WITHOUT LIMITING OUR OTHER RIGHTS OR REMEDIES, CLUBLAND MAY TERMINATE THE AGREEMENT WITH IMMEDIATE EFFECT IF A PARENT OR CHILD BEHAVES IN AN UNACCEPTABLE MANNER, FOR EXAMPLE, IF THE PARENT IS ABUSIVE TOWARDS STAFF, NEIGHBOURS AND/OR OTHER PARTIES CONNECTED TO THE SETTING.

8.4 IF WE TERMINATE THE AGREEMENT FOR A REASON SPECIFIED IN EITHER OF PARAGRAPHS 8.2 OR 8.3, WE WILL BE ENTITLED TO DEDUCT FROM YOUR DEPOSIT AND/OR ANY FEES PAID IN ADVANCE FOR SERVICES WE HAVE NOT PROVIDED, OR CHARGE YOU FOR, THE LOSSES WE SUFFER AS A RESULT OF THAT TERMINATION.

8.5 IF WE HAVE TOLD YOU ABOUT AN UPCOMING MATERIAL CHANGE TO OUR SERVICES OR THESE TERMS WHICH YOU DO NOT AGREE TO THEN YOU ARE ENTITLED TO TERMINATE THE AGREEMENT IMMEDIATELY AND WE WILL REFUND YOU ANY FEES YOU HAVE PAID IN ADVANCE FOR WHICH SESSIONS WILL NOT BE ATTENDED.

8.6 IN ANY OTHER CASES, A MINIMUM OF 6 WEEKS' WRITTEN NOTICE IS REQUIRED BY EITHER PARTY TO TERMINATE THE AGREEMENT AND FOR THE CHILD TO LEAVE CLUBLAND.

8.7 TERMINATION OF THE AGREEMENT SHALL NOT AFFECT EITHER OF OUR RIGHTS OR REMEDIES THAT HAVE ACCRUED PRIOR TO TERMINATION.

8.8 IF YOU HAVE FAILED TO PAY THE FEES FOR A PARTICULAR MONTH WITHIN SEVEN DAYS OF THE DUE DATE OF THAT MONTH OR ARE OTHERWISE IN MATERIAL BREACH OF THE AGREEMENT, WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY SUSPEND YOUR CHILD FROM THE SETTING UNTIL SUCH TIME AS THE FEES HAVE BEEN PAID OR THE RELEVANT BREACH HAS BEEN REMEDIED.

## DATA PROTECTION

9.1 IN COMPLIANCE WITH CURRENT UK DATA PROTECTION LEGISLATION, ANY PERSONAL DATA PROVIDED TO OR COLLECTED BY CLUBLAND WILL BE PROCESSED IN ACCORDANCE WITH OUR PRIVACY POLICY.

## CANCELLATION RIGHTS

10.1 IF YOU HAVE ENTERED INTO THIS AGREEMENT EXCLUSIVELY 'AT A DISTANCE', MEANING YOU HAVE NOT ATTENDED ANY OF OUR SETTINGS AND MET WITH US FACE TO FACE, THEN YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND WITHIN 14 DAYS AFTER WE HAVE RECEIVED YOUR DEPOSIT, AND YOU WILL BE ENTITLED TO RECEIVE A FULL REFUND. THIS IS KNOWN AS YOUR 'COOLING-OFF' RIGHT.

10.2 IF YOU HAVE EXPRESSLY AGREED FOR US TO START PROVIDING OUR SERVICES TO YOU DURING THIS 14 DAY 'COOLING-OFF' PERIOD, YOU ARE OBLIGED TO PAY FOR ALL SERVICES PROVIDED BY US IN THAT PERIOD.

10.3 THE PROVISION OF CHILDCARE SERVICES IN THE 'COOLING-OFF' PERIOD WILL NOT AFFECT YOUR RIGHT TO CANCEL WITHIN 14 DAYS OF THE AGREEMENT DATE.

10.4 IF YOU WISH TO EXERCISE YOUR 'COOLING-OFF' CANCELLATION RIGHT, (UNDER THIS CLAUSE 10), YOU MUST NOTIFY US IN WRITING, EITHER BY LETTER OR EMAIL, BEFORE THE END OF THE 14 DAY 'COOLING-OFF' PERIOD.

10.5 ANY REIMBURSEMENTS DUE TO YOU WILL BE MADE USING THE SAME METHOD OF PAYMENT AS YOU USED TO MAKE YOUR PAYMENT TO US, UNLESS YOU REQUEST OTHERWISE. YOU WILL NOT INCUR ANY FEES AS A RESULT OF THE REIMBURSEMENT.

## GENERAL

11.1 IF DURING THE PERIOD OF THE AGREEMENT OR IN THE 6 MONTHS AFTER THE TERMINATION OF THIS AGREEMENT YOU EMPLOY OR ENGAGE, DIRECTLY OR INDIRECTLY AND IN ANY CAPACITY, ANY PERSON WHO IS OR HAS BEEN A MEMBER OF OUR SETTING STAFF IN THE SIX MONTHS PRIOR TO SUCH EMPLOYMENT OR ENGAGEMENT OR (IF EARLIER) THE TERMINATION OF THE AGREEMENT, YOU WILL COMPENSATE US FOR ANY COSTS AND LOSSES INCURRED AS A RESULT, INCLUDING TEMPORARY COVER, RECRUITMENT AND/OR AGENCY FEES AND/OR TRAINING COSTS.

11.2 WE MAY TRANSFER OUR RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT TO ANOTHER ORGANIZATION. WE WILL ALWAYS TELL YOU IN WRITING IF THIS HAPPENS AND WE WILL ENSURE THAT THE TRANSFER WILL NOT AFFECT YOUR RIGHTS UNDER THE AGREEMENT.

11.3 THE AGREEMENT IS BETWEEN YOU AND US. NO OTHER PERSON SHALL HAVE ANY RIGHTS TO ENFORCE ANY OF ITS TERMS.

11.4 EACH OF THE PARAGRAPHS OF THESE TERMS OPERATES SEPARATELY. IF ANY COURT OR RELEVANT AUTHORITY DECIDES THAT ANY OF THEM ARE UNLAWFUL, THE REMAINING PARAGRAPHS WILL REMAIN IN FULL FORCE AND EFFECT.

11.5 IF WE DO NOT INSIST IMMEDIATELY THAT YOU DO ANYTHING YOU ARE REQUIRED TO DO UNDER THE AGREEMENT, OR IF WE DELAY IN TAKING STEPS AGAINST YOU IN RESPECT OF YOUR BREAKING THE AGREEMENT, THAT WILL NOT MEAN THAT YOU DO NOT HAVE TO DO THOSE THINGS OR PREVENT US TAKING STEPS AGAINST YOU AT A LATER DATE. FOR EXAMPLE, IF YOU MISS A PAYMENT AND WE DO NOT CHASE YOU, BUT WE CONTINUE TO PROVIDE OUR SERVICE, WE CAN STILL REQUIRE YOU TO MAKE THE PAYMENT AT A LATER DATE.

11.6 THESE TERMS ARE GOVERNED BY ENGLISH LAW AND YOU CAN BRING LEGAL PROCEEDINGS IN RESPECT OF THE SERVICES IN THE ENGLISH COURTS.

## CLUBLAND PLAYSCHHEME - PARENT AGREEMENT TERMS AND CONDITIONS

THE ABOVE TERMS AND CONDITIONS ARE CONSIDERED TO BE FAIR AND REASONABLE. CLUBLAND RESERVE THE RIGHT TO AMEND THIS PARENT AGREEMENT WITH ONE MONTH'S NOTICE OF ANY CHANGE.

ONLY A PARENT OR GUARDIAN WITH PARENTAL RESPONSIBILITY IS PERMITTED TO REGISTER A CHILD AT CLUBLAND.

BY MAKING YOUR BOOKING AND PAYING YOUR DEPOSIT, YOU CONFIRM YOU HAVE READ AND FULLY UNDERSTAND THE ITEMS CONTAINED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THEM.

IF APPLICABLE, AND YOU ARE ENTERING INTO THIS AGREEMENT 'AT A DISTANCE' (SEE CLAUSE 10 ABOVE), THEN BY MAKING YOUR BOOKING AND PAYING YOUR DEPOSIT, YOU CONFIRM THAT YOU ARE AUTHORISING US TO START PROVIDING OUR SERVICES DURING THE 14 DAY CANCELLATION PERIOD OUTLINED IN THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013.