



Newton Lang Childcare

Newton Lang Childcare Out of School Clubs

Terms and Conditions

Newton Lang Childcare Limited (“NL Clubs”) is a company registered in England and Wales under Company Number 07705167 which has its registered office at 79 Bridger Way, Crowborough, TN6 2XD.

The following terms and conditions are incorporated into the Agreement for the provision of childcare at our Clubs. Throughout this Agreement NL Clubs may be referred to as “we” and the Parent(s)/Legal Guardian(s) may be referred to as “you”. NL Clubs is fully insured and our Employer’s Liability and Public Liability Insurance documents are displayed in the reception area.

Term Dates

Term dates are set by each County Council and determine Term Time dates.

INSET Days

INSET Days (in-service training day) are set by each school and may not be known to us upfront. If an Inset day is not known at the time of invoicing, we will credit you for the day.

Holiday Clubs

All our Terms and Conditions apply to our Holiday Clubs other than there is no cancellation grace period once bookings are made.

Additional Care and Change of Sessions

Subject to availability and NL Clubs’s minimum session requirement, you may increase or decrease your child’s booked sessions on giving 10 day’s prior notice in writing or online, as applicable. No sessions may be swapped.

Your Child’s Health and Care Requirements

You confirm that in the registration you have provided NL Clubs in writing with all your child’s relevant health and care requirements, including details of any allergies/intolerances and medical conditions. You must, and it is your responsibility to, promptly notify NL Clubs of any change in or addition to this information.

Contact Details

You must also provide NL Clubs with up-to-date contact details for yourself and for any person authorised by you to make contact with NL Clubs concerning your Child or to pick up your child from NL Clubs. If there is any Court Order or signed custodial agreement relating to any care arrangements for your child you must provide a copy to NL Clubs.

Password

You are required to provide a password to be used upon collection by you or anyone you authorise to collect your child.

Illness

No child may attend NL Clubs if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free. Your child must remain away from NL Clubs for **48 hours** from their last bowel/ sickness episode or cleared to return to NL Clubs by a doctor to ensure that they are no longer contagious and are back to full health. Please refer to our policy on children's health.

Notification of Absence

If your child will not be attending, you must notify NL Clubs as early as possible prior to the start of the session by updating the online booking system, where applicable, calling your Club and/or emailing newtonlangcc@gmail.com.

Medication

If your child should be injured or become ill while at NL Clubs, we may administer first aid, arrange for your child to obtain medical assistance or require you to collect the child before the end of the Session.

Sunscreen

We may apply sunscreen to your child before they go outside. If you wish you may supply your own sunscreen so long as it does not contain any allergens which may cause risk to other children.

Attendance whilst injured or on medication

Your child's attendance at NL Clubs whilst on medication or if they have been injured, eg by suffering a fracture or sprain, or damage to their eyes will be at our sole discretion.

Safeguarding

We have an obligation to report it to the relevant authorities if we have any suspicions that your child may have suffered from neglect or abuse, and we may do so without your consent and/or without informing you.

Collection

You or your authorised contact (who must be over eighteen years old) must collect your child from NL Clubs. If your child is not collected by the specified closing time NL Clubs will try to contact you or your authorised contact to agree your child's collection but if we are unable to do so, we may call Social Services and/or such other government bodies as NL Clubs deems appropriate. If you are late collecting your child, we will charge you a late collection fee. It is a legal requirement that children travel in age- appropriate car seats so that if you are proposing to collect your child without an appropriate car seat then NL Clubs will not be able to release the child into your care to leave NL Clubs.

NL Clubs Fees

NL Clubs may review its fees and amend them on providing you with one month's advance written notice. Please see the relevant Club brochure (available on our website) as to additional fees payable for late collections and failed payments, and other ancillary payments.

Payment of Fees

Fees are payable monthly in advance. We will not charge for INSET days. If an INSET day is not known at the time of invoicing, your account will be credited.

Non-receipt of an invoice is not a valid reason for non-payment of fees.

Late payment will incur an administration fee of £5.00 per week until payment is received. We reserve the right to refuse admission until all outstanding fees and charges are paid in full.

We accept payment by childcare vouchers, direct bank transfer, and in some cases by bank card. Payments by cheque or cash deposits may incur additional banking charges. Please speak to us if you have any questions.

All BACS and voucher payments must clear in our bank account by the 1st of the month. If payment has not cleared by the 1st, we will contact you. If payment has not cleared by the 7th, a late fee will be charged. If any amount remains outstanding on the 14th, we will confirm this in writing and your child will not be able to attend NL Clubs until the account is settled.

Repeated late payment (after the 1st of the month) may result in your child's place being cancelled. Any outstanding balance will remain subject to weekly late payment charges.

We reserve the right not to admit your child until all fees and surcharges have been received in full.

Cancellation of Regular Bookings

We require 10 days' notice to change or cancel a booked session. If less notice is given, the full fee will be charged. This applies to all sessions except Holiday Clubs, where fees are payable whether your child attends or not.

If 30% or more of a child's standard booked sessions are cancelled, NL reserves the right to withdraw the place. In this situation, the place may be offered to another child.

Alternatively, if you wish to retain the place, a retainer fee of 70% of the usual fees for the cancelled sessions will be payable to keep the space available.

This condition applies to reductions or cancellations of regular, ongoing bookings unless otherwise agreed in writing.

Extra Sessions

Extra sessions must be paid for at the time of booking. To cancel an extra session and receive a credit, at least 10 days' written notice must be given. The amount will be credited to your account against your next invoice. No cash refunds will be given.

Payment by Vouchers

If you are paying using childcare vouchers, it is your responsibility to ensure payment clears in our bank account by the 1st of the month.

Please use your child's name as the payment reference so we can allocate the funds correctly.

Payment by Vouchers

If you are paying with one or more vouchers, it is your responsibility to ensure that the voucher payment clears our bank account by the 1st of the month.

Please use your child's name as the reference for the payment so we are able to allocate the funds correctly.

Parental co-operation

At NL Clubs, we believe that parent involvement is crucial to create an environment where children feel supported and valued. In order to meet the needs of the children who attend NL Clubs we expect parents to support NL Clubs and its ethos and in doing so you agree in good faith to:

- Work in partnership with the staff;
- Inform NL Clubs promptly of any concerns;
- Respond to concerns raised by members of staff;
- Support the high standards of behaviour and security in NL Clubs
- Ensure that absence from NL Clubs is reported as soon as possible
- Support NL Clubs's inclusion and equal opportunity policies
- Follow our sickness and time away from NL Clubs policy, to prevent illness being spread around NL Clubs.
- Treat staff in a dignified and professional manner, encourage the child to show respect for others both in and out of club and encourage the child to have a positive attitude to NL Clubs
- Observe parking procedures and regulations

Force Majeure

NL Clubs will not refund any Fees or be in breach of this Parent Agreement or otherwise liable to you by reason of any delay in performance or non- performance of its obligations due to any event outside its reasonable control. Such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, viruses, epidemics, pandemics, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays or failures) If NL Clubs applies any discretionary discount to Fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of the Parent Agreement.

Termination of this Agreement by the Parent

If you wish to terminate this Agreement and withdraw your child's place, you must give at least one full calendar month's written notice in writing by emailing newtonlangcc@gmail.com.

Termination or Suspension of this Agreement by NL Clubs

NL Clubs reserves the right to terminate or suspend your child's place with immediate effect and without notice if you breach this Parent Agreement, fail to pay fees when due or exhibit unacceptable behaviour; or if we, at our sole discretion, consider termination to be in the best interests of NL Clubs and/or the welfare of your child, other children at NL Clubs or staff. If the suspension continues for a period of more than 28 days this agreement will be terminate automatically. Fees will continue to be payable during suspension and NL Clubs reserves the right to retain any fees.

Contracting with Club Staff

If during the course of this Agreement or within three months (excluding holiday periods) after its termination any member of the staff of NL Clubs leaves our employment or reduces their hours of work in order to work for you, you will pay to NL Clubs a Recruitment Fee amounting to 20 percent of the annual gross market rate salary of the member of staff concerned or of an individual with equivalent qualifications and role as the former staff member, whichever is the higher.

If you employ a member of NL Clubs staff to care for your child during the hours when they are not employed by us, you must notify NL Clubs in writing in advance. The staff member concerned may not bring the child into work or take them home after work. Any such arrangement will be between you and the staff member and NL Clubs shall have no liability or responsibility for any loss, damage or injury arising out of any such arrangement.

Privacy and Data Protection

We will only store relevant information to enable NL Clubs to offer outstanding care to the children who attend our Sessions. All information will be kept secure on our computer systems, and children's information will be kept secure on our online systems and locked in the correspondence office. All information relating to children will be kept for up to 25 years and then responsibly destroyed. If you have any questions relating to the information we require from you then please contact NL Clubs Directors.

NL Clubs processes personal data including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (Personal Data) for the following purposes:

- (1) to ensure a safe, healthy and successful environment for your child;
- (2) to administer first aid/medical care when necessary;
- (3) to comply with government regulations and NL Clubs policies and procedures;
- (4) to aid in the administration of services;
- (5) to allow any employer to assess utilisation and quality of services information if applicable;
- (6) staff training and development, and
- (7) market research

NL Clubs may share Personal Data in the following circumstances:

- (1) if you receive government funding, NL Clubs may share Personal Data with the funding provider;
- (2) if you receive childcare as an employee or student benefit, NL Clubs may share utilisation and quality of care information with your employer/education provider;
- (3) with any other setting your child attends or may attend;
- (4) third party processors that are subject to confidential non-disclosure agreements;

(5) as required by Court Order, law or regulation; and
(6) with the relevant authorities in accordance with its policies and procedures and regulatory requirements if NL Clubs suspects child abuse and/or neglect

NL Clubs may transfer Personal Data outside the European Union subject to the requirements of data privacy laws. For full details on NL Clubs's Privacy Policy.

If you wish to make a complaint you may do so by writing directly to NL Clubs Directors who will respond within five working days of receiving your letter. You may also contact Ofsted directly, please see their website for further details. www.gov.uk/government/organisations/ofsted

Nut Policy

Please be advised that although we operate a no nut policy in our kitchen and Clubs, we may have a selection of nuts in our forest and garden areas. Therefore we cannot guarantee a no nut environment within the Club's premises.

Policies & Procedures

NL Clubs have numerous policy and procedure documents some of which will be emailed to you. Each club holds a set of policy and procedure documents which you are welcome to view at any time or request a copy from newtonlangcc@gmail.com

General

1. NL Clubs will not be responsible for any items left by you/your child at NL Clubs.
2. The Club may unilaterally change any provision of this Agreement without notice to you, where such change arises from regulatory or legislative requirements.
3. NL Clubs may make any other changes to this Agreement on giving to you not less than one month' prior notice in writing.
4. This Agreement shall be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.

Reviewed 01/04/2026