

TERMS AND CONDITIONS



Please read these Terms and Conditions carefully. By signing up for an account, with Magna Groups Enterprises Limited, you accept these Terms and Conditions (which constitute a legal agreement).

Let's start with the basics, including a few definitions that should help you understand this agreement. Magna Groups Enterprises Limited (or the "Service") is a childcare service offered through the URL's <https://www.magnagroups.com> and/or <https://magna.childcare-online-booking.co.uk/index.php> (we'll refer to them collectively as the "Website") which allows you to create an account in order to view and book Extended School Services including Before School Care, After School Care, and Holiday club/camp Programmes for children aged 4-12 years (location dependant).

Customer Account Eligibility

You must:

- Be 18 years old and legally able to enter into contracts in the UK.
- Complete the registration process.
- Agree to these Terms and Conditions.
- Provide true complete and up to date contact information.

Registration

- All parents / carers must complete our Registration Form before a child can be accepted at a Magna Extended School or Camp. Registration must be done directly on our website: www.magnagroups.com
- Magna Groups Enterprises must be notified of any changes in Registration detail as soon as possible, in writing by the parent / carer.
- All parents/carers are responsible for ensuring all registered information is kept up to date on our parents booking system

Account and Password

You are responsible for keeping your account name and password confidential. You will immediately notify us of any unauthorised use of your account. We do not have access to your current password, and for security reasons, we may only reset your password.

Admissions

Magna Groups Enterprises Limited provide services to all children and are free from discrimination regardless of their gender, specific needs, learning difficulties, background, religion, ethnicity or how well they can speak English.

Magna Groups Enterprises Limited encourage children with additional needs to participate in its activities. Should a child require 1:1 care, Magna Groups Enterprises Limited endeavour to assist by working with local agencies, such as the Local Family Information Service (FIS) to obtain the appropriate additional care and funding for the child. Please note booking requests for 1:1 care must be submitted by email at least 1 month-in advance and are subject to securing funding and suitably experienced staff being available to support children.

Payment and Agreement

The contract between you and Magna Groups Enterprises Limited begins at the point where a completed booking is made on your account. All debit/credit card payments will be required within 24hrs of booking. All other forms of payment (Tax-free childcare, childcare vouchers etc) must be processed within 24hrs of booking, with confirmation of transfer sent to info@magnagroups.com. Please note, late payment fee (£25.00) will be charge if payment not complete.

Confirmation

Your Booking Confirmation confirms what you have booked. Please check it, including dates, location, and child details. We will require you to inform us within 24 hours if there is an error with your booking.



Bookings

Bookings for all Magna Groups Enterprises Limited services must be made in advance.

Bookings can be made on-line via the Magna Groups Enterprises Limited website: www.magnagroups.com and/or www.magna.childcare-online-booking.co.uk

- All sessions requested by parents / carers are subject to availability.
- All sessions booked must be paid for at time of booking or in line with agreed payment plan.
- All bookings must be settled in advance of your child's first booked session.
- Parents / carers of children not booked into the After-School Club, but who subsequently attend subject to availability, will incur a £5.00 emergency on-the-day booking fee per child, in addition to the cost of the session.
- School children who remain at the school uncollected after 4.00pm may be admitted into the After-School Club, whilst their parents are contacted to collect them. The parent / carer will incur a £5.00 emergency on the day booking fee per child in addition to the session charge.
- Requests can be made to swap for another session in the same half term/holiday subject to availability, with 3 working days' notice.
- Booked sessions are non-transferrable to another child.
- Ad-hoc sessions can be requested subject to availability and with 3 working days' notice.
- Same day 'emergency' bookings are subject to spaces being available. Same day bookings will incur a £5.00 fee in addition to the cost of the session.
- HAF or any funded bookings **MUST NOT** be booked directly by parents. Please use the correct booking links to register your child's space, where you will receive a separate booking confirmation. Any bookings made through the booking system by yourself will be fully chargeable.

Fees

- Extended Schools fees are payable half-termly in advance.
- Any agreed payment plans must be adhered to avoid late payment fees and/or your child's place being withdrawn.
- A late payment fee of £25.00 will be charged if payment is not received within 5 days of booking.
- Holiday Camp fees will be due in full at the time of booking.
- Non-payment of fees may lead to your child's place being withdrawn.
- No refund or reduction in fees will be made due to sickness, residential trips, holidays, exclusions, and illness.
- Ad-hoc / on the day bookings must be paid at the time of booking (please note that tax free childcare or childcare voucher payments cannot be accepted for on the day ad-hoc bookings. Should you wish to use such payments please ensure a nominal amount is held in credit on your account to cover the cost of your ad-hoc booking)
- Prices are reviewed on an annual basis, where any changes in fees will be communicated with written notice.

Childcare Vouchers Payments

- Magna Groups Enterprises is registered with a number of Childcare Voucher Providers. Please email us at info@magnagroups.com if you cannot find us on your provider's list.
- Childcare vouchers payments must be processed within 24hrs of booking, with confirmation of transfer sent to info@magnagroups.com.
- Parents making payments via childcare vouchers must ensure that bookings are **settled within 5 days of your original booking date**.
- Childcare Vouchers will be credited to individual accounts when the funds have been received by Magna Groups. Please note that many Childcare Voucher Providers take up to 5 days to allocate these funds to Magna Groups, therefore you must allow for this credit to be transferred across to your account.



- If you intend to use a Childcare Voucher Provider, not currently registered with the us, please email info@magnagroups.com with the Provider's information for the Magna setting to register. Bookings will need to be paid for by debit/credit card until this registration process is complete.

Tax-Fee Childcare Payments

For Tax Free Childcare payments, please email our bookings Team at info@magnagroups.com quoting your child's TFC reference.

- Tax-Free Childcare payments must be processed within 24hrs of booking, with confirmation of transfer sent to info@magnagroups.com
- Parents making payments via tax free childcare or childcare vouchers must ensure that bookings **are settled within 5 days of your original booking date.**

Childcare Grant / Student Finance Payment / Job Seekers allowance

All above payment methods must be requested in writing before making a booking to info@magnagroups.com where this will be approved by our accounts team and 20% of your total booking must be paid at the time of booking.

Late Payment

A late payment fee of £25.00 will be charged if payment is not received within 5 days of booking. Please note having an overdue balance may lead to the termination of your child's place within the club and your account suspended.

Magna Groups Enterprises Limited will pass any unrecovered fees to an external debt collection agency. Any fees associated with the debt collection will be passed on to the debtor.

Late/ Ad-hoc Bookings

Ad-hoc sessions can be requested via the office (email info@magnagroups.com or telephone 0333 012 4984) and will be subject to availability.

- Request for late/ad-hoc sessions made on the day will incur an additional £5 fee. This will apply to emails received after office hours on the previous day.
- The site team will only accept children with a confirmed booking.
- Ad-hoc / on the day bookings must be paid at the time of booking (**please note** that tax free childcare or childcare voucher payments cannot be accepted for ad-hoc bookings request less than 5 days before your required session. Should you wish to use such payments please ensure a nominal amount is held in credit on your account to cover the cost of your ad-hoc booking request)

Cancelling or amendment of booking by customer

Consumer Rights (Right to cancel S28, h)- as you are booking a service with specific dates, the 14-day cancellation and cooling-off period does not apply. However, if your confirmation is not what you expected please notify us in writing by emailing info@magnagroups.com within 3 working days (72hrs). We will change it if we can, or issue a credit note subject to a £25 administration if we can't. After 3 working days (72hrs), our normal cancellation and booking amendment terms will apply as follows:

- You shall be entitled to cancel the booking upon providing us with written notice and paying the following cancellation charges:

PERIOD (prior to first session booked)	CANCELLATION CHARGES (minimum £25)
More than 48 days	25% of booking total
48-29 days	50% of booking total
28 days or less	100% of booking total



- For requests to amend or swap a booking, Magna Group's Enterprises Limited will require 3 working days written notice prior to the session start date. The request for swapped sessions must be within the same booking period and will be subject to spaces being available.
- No swaps or amendments will be issued for session which are cancelled or requested to be amended within the 3 days' notice prior to the session start date.
- Unattended sessions: sessions that are not attended are still chargeable unless 3 working days' notice is given.
- Cancelled and unused bookings are non-transferable.

Changes to existing bookings

All changes made to existing bookings will be charged at the applicable rate at the time of booking and an administrative fee may be charged.

Arrival on Site without an Advance Booking

If an advance booking for a Magna Groups Enterprises Limited activity has not been made prior to the activity start date and the customer arrives at the site on the activity start date, access to Magna Groups Enterprises Limited activities will only be granted if:

- The customer is already registered for Magna Groups Enterprises Limited services and holds a current parent account.
- There are enough staff on duty to ensure compliance with required staff to child ratios.
- The customer will receive notification that a late booking has been charged to their account and will be required to make payment on-line immediately.

Responsibility for attendance

- It is the parent / carer's responsibility to ensure that their child / children arrive on time, to any Breakfast Club or Kids Camp, and are signed in accordingly by an adult for safeguarding purposes.
- It is the parent / carer's responsibility to ensure that their child / children are aware that they will be attending any After-School Club.
- It is the parent / carer's responsibility to notify the school if there are late changes made to their child / children's club attendance on that day.

Penalties for Late Collection

- It is the responsibility of all parents / carers collecting children to do so promptly at the end of the session. Failure to do so will expose the parent / carer to the payment of a financial penalty and will constitute a breach of the terms and conditions, entitling Magna Groups Enterprises to exclude the child from subsequent sessions.
- Any late collections (after 10 minutes at the end of the session) will be documented, and a £15 fee will be charged for every 15 minutes over the due time, and you will be invoiced immediately.
- This penalty charge must be paid before any future Magna Groups Enterprises booking.
- Where the penalty is outstanding and further sessions have been pre-booked and paid for by the parent / carer, Magna Groups Enterprises reserves the right to exclude the child from the club, until the penalty is paid, without issuing a refund for sessions unattended.

Responsibility for Payment

- The responsibility for payment of all fees, charges and penalties lies at all times with the account holder.
- Failure by Magna Groups Enterprises to make a written or verbal request for payment of fees does not constitute an excuse or reason for late, or non-payment under any circumstances.
- Failure to settle all fees and/or penalties when due may result in Magna Groups Enterprises taking action debt recovery, including legal action) to recover any outstanding sums.
- Any errors in bookings must be notified in writing to info@magnagroups.com within 24 hours of your booking. After this time your booking remains confirmed and all payment fees due.



Grounds for Exclusion

- Any child who has suffered from diarrhoea, sickness, high temperature/fever, conjunctivitis, or any contagious disease must be kept away from the Club for a period of 48 hours after such condition has ceased.
- Should any child suffer from any of the above whilst at the Club, the staff will contact the parent / carer and ask them to collect the child as soon as possible.
- Other grounds for exclusion are persistent poor behaviour on the part of the child or the parent / carer, (which includes, but is not limited to, bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, dishonesty, disobedience and deliberate damage to property), or non-persistent incidents of particularly serious behaviour (for example those which endanger children or staff) or where a parent / carer is in breach of any of our terms and conditions.
- Refunds or credits will not be made if children are excluded on the grounds set out above.

Reservation of Rights

- Magna Groups Enterprises reserves the right to exclude a child or family from attending the Club or to refuse to accept a registration at its sole discretion.
- Magna Groups Enterprises reserves the right to close the club on the grounds of staff shortage, unavailability of facilities, or for any other reason, which in its reasonable opinion necessitates closure. Reasonable notice will be given where possible.
- In the event Magna Groups Enterprises is forced to close a credit note will be issued for services not delivered.
- Magna Groups Enterprises reserves the right to change these terms and conditions at any time.

Legal: Waivers, Exclusions and Jurisdiction

- No failure or delay by Magna Groups Enterprises in exercising any of its rights or remedies shall prejudice or affect its ability to do so unless it has provided a specific waiver or release in writing.
- These terms and conditions are governed by English law and subject to the jurisdiction of the courts of England and Wales.
- Magna Groups Enterprises shall not be liable for any direct or indirect loss suffered by parents/ carers as a result of club closures under the terms of the agreement, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.
- Magna Groups Enterprises accepts no liability for the administration of medicine in accordance with parents / carers written instructions. Medicines will not be administered in the absence of written instructions.
- In accordance with Magna Groups Enterprises' Health Policy, Magna Groups Enterprises accepts only medication, which is prescribed, in original packaging including the pharmacy label which indicates the child's name.
- Magna Groups Enterprises accepts no liability for loss or damage (including consequential loss) to property brought to club premises caused by the actions of children or third parties or for accidental damage caused by club staff.
- Magna Groups Enterprises accepts no liability for loss or damage (including consequential loss) to property brought to club premises caused by the actions of children or third parties or for accidental damage caused by club staff.
- Magna Groups Enterprises accepts no responsibility for injury caused from pre-existing medical conditions which are not notified to the club.