

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 dependent).

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.

1.0 GENERAL TERMS AND CONDITIONS

1.1. Registration

- 1.1.1. All parents/carers must complete our Registration Form before a child can be accepted at a Magna Extended School or Camp.
- 1.1.2. Magna Groups Enterprises must be notified of any changes in Registration details as soon as possible, in writing.
- 1.1.3. All parents/carers are responsible for ensuring all registered information is kept up to date on our parents' booking system.

1.2 Account and Password

- 1.2.1 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.

1.3 Admissions

- 1.3.1 Magna Groups Enterprises Limited provide services to all children and is free from discrimination regardless of their gender, specific needs, learning difficulties, background, religion, ethnicity or how well they can speak English.
- 1.3.2 Magna Groups Enterprises Limited encourage children with additional needs to participate in its activities. Should a child require one-to-one care, Magna Groups Enterprises Limited endeavours 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 one-to-one 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 the children.

1.4 Booking Confirmation

- 1.4.1 All sessions requested by parents/carers are subject to availability.
- 1.4.2 Booking confirmation emails from our booking system confirm 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.

1.5 Booking Cancellations

- 1.5.1 Bookings are non-refundable and non-transferable. Magna Groups does not permit swap days or make-up sessions for missed attendance due to illness, holidays, or other reasons.
- 1.5.2 No refund or reduction in fees will be made due to sickness, residential trips, holidays, exclusions, or illness

- 1.5.3 As bookings are for specific activities on a specific date(s), the 14-day 'cooling off period' under the Consumer Contracts Regulations 2013 does not apply.

1.6 Responsibility for attendance

- 1.6.1 It is the parent/carer's responsibility to ensure that their child / children arrive on time to booked sessions and are signed in accordingly by a member of Magna staff for safeguarding purposes.
- 1.6.2 It is the parent/carer's responsibility to ensure that their child/children are aware that they will be attending a Magna session.
- 1.6.3 It is the parent/carer's responsibility to notify the school if there are late changes made to their child's session attendance on the day.

1.7 Late Collection

- 1.7.1 It is the responsibility of all parents / carers collecting children to do so promptly at the end of the session.
- 1.7.2 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.
- 1.7.3 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.
- 1.7.4 The penalty charge must be paid before any future Magna Groups Enterprises booking.
- 1.7.5 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.
- 1.7.6 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

1.8 Grounds for Exclusion

- 1.8.1 Any child who has suffered from diarrhea, 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.
- 1.8.2 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.
- 1.8.3 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).
- 1.8.4 If a parent/carer is in breach of any of our terms and conditions.
- 1.8.5 Refunds or credits will not be made if children are excluded on the grounds set out above.

2.0 BOOKING TYPES

2.1 ANNUAL CONTRACT BOOKINGS

2.1.1 Annual Contract

- 2.1.2 Contracts will be for the whole academic year, starting from the contract start date.
- 2.1.3 Contract terms are for breakfast and after-school clubs only. Ad-hoc sessions and holiday clubs do not form part of contract terms.

2.1.4 Contract Payment

- 2.1.5 Fees are payable in equal instalments ending in June of the academic year.
- 2.1.6 A one-month down payment is required to secure your booking. This payment is due at the time of booking.
- 2.1.7 Invoices will be sent on the 15th of each month and must be settled by 20th of the month.
- 2.1.8 Monthly payments for contract bookings must be made in advance via Direct Debit, childcare vouchers, or Tax-Free Childcare.

2.1.9 Late payment fee of £25 will be charged for late payment

2.1.10 Cancellation and Refund

2.1.11 To terminate your contract, a minimum of six weeks' written notice is required by email to info@magnagroups.com

2.1.12 Contract bookings are non-cancellable and non-transferable. We do not permit any swaps or changes once a contract booking is confirmed.

2.1.13 There will be no refunds or credits for any sessions missed due to a child's absence, regardless of the reason.

2.1.14 As per 1.5.3 the cooling period does not apply.

2.2 HALF-TERM SET DAY BOOKINGS (COURSE)

2.2.1 Half-termly sessions

2.2.2 Course bookings are for breakfast and afterschool club bookings, with each school term split into two.

2.2.3 Course Payment

2.2.4 Fees are payable at the time of booking by card payment, or within 5 days if paying by childcare vouchers, or Tax-Free Childcare.

2.2.5 Payment plans must be agreed in writing by Magna Groups in advance of booking being made

2.2.6 Late payment fee of £25 will be charged for funds not received within 5 working days.

2.2.7 Cancellation and Refund

2.2.8 Course bookings are non-cancellable and non-transferable.

2.2.9 As per 1.5.3 the cooling period does not apply

2.2.10 There will be no refunds or credits for any sessions missed due to a child's absence, regardless of the reason.

2.2.11 Sessions can be swapped for another session within the same course booking period. This will be subject to 3 working days' notice, and availability of space.

2.2.12 Requests to swap sessions to alternative course booking periods are not permitted.

2.3 HOLIDAY CLUB BOOKINGS

2.3.1 Holiday club sessions

2.3.2 All bookings are non-refundable and non-transferable. Magna Groups does not permit swap days or make-up sessions for missed attendance due to illness, holidays, or other reasons.

2.3.3 Holiday camp fees will be due at the time of booking by card payment, or within 5 days if paying by childcare vouchers, or Tax-Free Childcare.

2.3.4 Payment plans are not permitted for holiday club bookings

2.3.5 Cancellation and Refund

2.3.6 Holiday club bookings are non-cancellable and non-transferable.

2.3.7 As per 1.5.3 the cooling period does not apply.

2.3.8 There will be no refunds or credits for any sessions missed due to a child's absence, regardless of the reason.

2.3.9 Sessions can be swapped for another session within the same holiday booking period. This will be subject to 3 working days' notice, and availability of space.

2.3.10 Requests to swap sessions to alternative holiday booking periods are not permitted.

2.4 AD-HOC & FUNDED SESSION BOOKINGS

2.4.1 Ad-hoc sessions

2.4.2 Ad-hoc bookings can be made by emailing to request irregular days.

2.4.3 Sessions can be requested in advance by emailing or calling the office.

2.4.4 Requests made after office hours or on the day will be charged at the session rate, plus a £5.00 emergency on-the-day booking for each child.

2.4.5 Sessions will be booked subject to availability.

2.4.6 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.

2.4.7 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.

2.4.8 As per 1.5.3 the cooling period does not apply.

2.5 Funded sessions

- 2.5.1 Funded sessions should not be booked directly by parents
- 2.5.2 Booking links will be provided, which should be used to register your interest
- 2.5.3 Any booking made by parent themselves will be chargeable
- 2.5.4 Sessions will be booked subject to availability.

2.6 Bookings

- 2.6.1 Bookings for all Magna Groups Enterprises Limited services must be made in advance.
- 2.6.2 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
- 2.6.3 All sessions requested by parents / carers are subject to availability.
- 2.6.4 All sessions booked must be paid for at time of booking or in line with agreed booking type.
- 2.6.5 All bookings must be settled in advance or up to date in line with your agreed payment plan ahead of your child's first booked session.
- 2.6.6 Booked sessions are non-transferrable to another child

3.0 RESERVATION OF RIGHTS

3.1 Jurisdiction

- 3.1.1 These terms and conditions are governed by English law and subject to the jurisdiction of the courts of England and Wales.

3.2 Closure

- 3.2.1 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.
- 3.2.2 Magna Groups reserves the right to close a session 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.
- 3.2.3 In the event Magna Groups Enterprises is forced to close, a credit note will be issued for services not delivered.
- 3.2.4 Magna Groups Enterprises reserves the right to change these terms and conditions at any time.

4.0 LEGAL: JURISDICTION, WAIVERS AND EXCLUSIONS

4.1.1 Jurisdiction

- 4.1.2 These terms and conditions are governed by English law and subject to the jurisdiction of the courts of England and Wales.

4.2 Waivers and Exclusions

- 4.2.1 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.
- 4.2.2 Magna Groups Enterprises shall not be liable for any direct or indirect loss suffered by parents/ carers as a result of session closures under the terms of the agreement, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.
- 4.2.3 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.
- 4.2.4 In accordance with Magna Groups Enterprises' Health Policy, Magna Groups accepts only medication, which is prescribed, in original packaging including the pharmacy label which indicates the child's name.
- 4.2.5 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.
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- 4.2.7 Magna Groups Enterprises accepts no responsibility for injury caused from pre-existing medical conditions which are not notified to the club.

5.0 Responsibility for Payment

- 5.1.1 The responsibility for payment of all fees, charges and penalties lies at all times with the account holder.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.

6.0 Changes to existing bookings

- 6.1 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.

7.0 Arrival on Site without an Advance Booking

- 7.1.1 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:
- 7.1.2 The customer is already registered for Magna Groups Enterprises Limited services and holds a current parent account.
- 7.1.3 There are enough staff on duty to ensure compliance with required staff to child ratios.
- 7.1.4 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.

8.0 Payment types

8.1 Debit / Credit Card Payments

- 8.1.1 Magna accept all major debit/credit cards (Excluding American Express card)
- 8.1.2 All debit /credit card payments must be settled at the time of booking and must be processed within 24hrs of booking,

8.2 Childcare Vouchers Payments

- 8.2.1 Childcare vouchers payments must be processed within 24hrs of booking, with confirmation of transfer sent to info@magnagroups.com.
- 8.2.2 Parents making payments via childcare vouchers must ensure that bookings **are settled within 5 days of your original booking date**.
- 8.2.3 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.
- 8.2.4 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.
- 8.2.5 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.

8.3 Tax-Free Childcare Payments

- 8.3.1 For Tax Free Childcare payments, please email our bookings Team at info@magnagroups.com quoting your child's TFC reference.
- 8.3.2 Tax-Free Childcare payments must be processed within 24hrs of booking, with confirmation of transfer sent to info@magnagroups.com



8.3.3 Parents making payments via tax free childcare or childcare vouchers must ensure that bookings are settled within 5 days of your original booking date.

8.3.4 When setting up your childcare payment please search for 'Magna Extended Schools at ..'

8.4 Childcare Grant / Student Finance Payment / Job Seekers allowance

8.4.1 All above payment methods must be requested in writing before making a booking to info@magnagroups.com

8.4.2 On approval of your grant Magna Groups Enterprises Limited will book your required sessions.

8.4.3 Once your booking is confirmed 20% of your total booking must be paid within 24hrs of booking by debit/credit card (15% covers your normal contribution and 5% is held on account in the event of late or non- payment of childcare fees).