



## The BRANCH Terms and Conditions of Contract

1. These terms and conditions cancel out and supersede all previous versions of the BRANCH Terms and Conditions of Contract.
2. These Terms and Conditions are necessary in order to maintain our high standards and to ensure children derive the maximum benefit from their attendance at The BRANCH. We reserve the right to change or amend these at any time.
3. References to “us”, “we”, “The BRANCH”, “BRANCH”, “After School Care” and “School Holiday Clubs” in these Terms and Conditions shall mean The BRANCH a registered charity incorporated under the laws of England & Wales with Charity Number 509725 and whose registered office is The BRANCH, 91 Beeches Road, West Bromwich, West Midlands, B70 6HG and the term “our” shall be construed accordingly (i.e. that which belongs to The BRANCH).
4. References to you in these Terms and Conditions shall mean you the parent, parents, legal guardian or legal guardians of the child named on the BRANCH Registration Form and the term “your” shall be construed accordingly.
5. Any reference to “in writing” shall include email, text message and WhatsApp message.
6. Please read these Terms and Conditions carefully. By signing up for an online parent account with The BRANCH, via Kids Club HQ, you accept these Terms and Conditions (which constitute a legal agreement).
7. We’ll start with the basics, including a few definitions that should help you understand this agreement. The BRANCH (or the “Service”) is a childcare service offered through the URL’s [www.branchclubs.co.uk](http://www.branchclubs.co.uk) (we’ll refer to them collectively as the “Website”) which allows you to create an account in order to view and book Childcare Services including After School Care and School Holiday Clubs for children aged 4-11 years.

### 8. Our Obligations to You

- 8.1. We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed).

- 8.2. If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 8.3. We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration.
- 8.4. We will try to accommodate any requests you may make for additional sessions.
- 8.5. We will notify you as soon as possible of any days we will be closed.
- 8.6. We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 8.7. We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 8.8. We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.
- 8.9. We will provide you with details of our policies and procedures and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.
- 8.10. We will maintain appropriate insurance to cover our childcare activities.
- 8.11. We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.
- 8.12. We will ensure clean drinking water is available at all times.
- 8.13. We will provide snacks after school.

## **9. Your Obligations to Us**

- 9.1. You will need to complete our online Registration Process before your child can start with us.
- 9.2. You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 9.3. Our Registration Form includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 9.4. You will read and abide by our policies and procedures.

- 9.5. You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 9.6. You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.
- 9.7. You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity and the Child's Password. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.
- 9.8. You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A late payment charge will be applied; please refer to the current fee schedule for details.
- 9.9. You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 9.10. You will provide us with at least four (4) weeks' written notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice.

## **10. Customer Account Eligibility**

10.1. You must:

- 10.1.1. Be at least 18 years old and legally able to enter into contracts
- 10.1.2. Must have parental responsibility
- 10.1.3. Complete the online registration process
- 10.1.4. Agree to these Terms and Conditions
- 10.1.5. Provide true complete and up to date contact information

## **11. Registration Process**

- 11.1. Children can only be registered with The BRANCH by completion of our online registration process.



## **12. Termination of Agreement**

- 12.1. You or The BRANCH may terminate this agreement at any time by giving 4 weeks written notice. The BRANCH will not be required to provide notice of a termination of agreement if the termination is as a direct result of behaviour, by a parent/legal guardian which is considered to be unacceptable, dangerous and/or a threat to other children and/or BRANCH staff.
- 12.2. We may suspend our service to you at any time with/without cause and will refund you for any unused credits which are not connected with previous cancellations.
- 12.3. Once our agreement is terminated, we will delete all personal information we hold connected with you and your family in line with government regulations connected with records management, retention and disposal applicable at the time.
- 12.4. If you do not log into your parent account for 18 months, we may treat your account as inactive and delete it from our systems. Further information on our Retention Policy is set out in our Privacy Policy.

## **13. Account and Password**

- 13.1. You are responsible for keeping your account name and password confidential. You must immediately notify us of any unauthorised use of your account. We don't have access to your current password, and for security reasons, we may only reset your password.

## **14. Admissions**

- 14.1. The BRANCH welcomes children aged 4-11 years who are of current primary school age. To clarify, children may attend The BRANCH from the October half term after they start primary school and are eligible to attend until the end of the summer holidays in which they leave Year 6. Places are subject to availability with the minimum booking being 1 session (3pm – 6pm) for After School Care service and 1 day for School Holiday Club services.
- 14.2. The BRANCH encourages children with additional needs to participate in its activities, however this does not extend to children with issues connected with challenging behaviour.
- 14.3. Should a child require 1:1 support, The BRANCH endeavours to assist by working with local agencies, in an attempt to obtain the appropriate additional care and funding for the child. Please note booking requests for 1:1 care must be submitted at least 28 days in advance. The BRANCH is unable to provide 1:1 support without appropriate funding provision being in place.



## 15. Opening Hours

### 15.1. After School Clubs

15.1.1. BRANCH After School Care Services operate term time only, Monday to Friday, 3pm – 6pm

### 15.2. School Holiday Clubs

15.2.1. BRANCH School Holiday Clubs operate Monday to Friday, 9:00 – 5pm during the following school holidays:

15.2.1.1. February Half Term Holiday (1 Week)

15.2.1.2. Easter Holiday (2 Weeks)

15.2.1.3. Summer Holiday (4 Weeks)

15.2.1.4. October Half-Term Holiday (1 Week)

15.3. The BRANCH does not provide services during the May/June Half Term Holiday or Christmas Holiday.

15.4. The BRANCH closes for all Bank Holidays. Contracted days for After School Care Services which fall on Bank Holidays are not chargeable, this is with the exception of the Early May Bank Holiday (1<sup>st</sup> Monday in May) which falls within the school term.

## 16. Bookings

16.1. Bookings for all contracted BRANCH services must be made in advance and paid for via Direct Debit, Childcare Vouchers, Childcare Grant Payment and/or Tax Free Childcare payments.

16.2. In the case of Ad Hoc bookings, full payment must be made at the time of booking via credit or debit card.

16.3. If paying via Childcare Vouchers, please note that payments can take up to 7 days to arrive. Please use your Parent ID number as the payment reference.

16.4. If you have selected to pay by Childcare Vouchers your first instalment will be due the month prior to the start of your booked sessions.

16.5. For Tax Free Childcare payments, please email our Customer Relations Team at [info@branchclubs.co.uk](mailto:info@branchclubs.co.uk) quoting your child's HMRC reference number.

16.6. Please note having an overdue balance may lead to the termination of your child's place within The BRANCH.

- 16.7. The BRANCH 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.
- 16.8. Bookings must be made on-line via the BRANCH's website at [www.branchclubs.co.uk](http://www.branchclubs.co.uk)
- 16.9. Prices are reviewed on an annual basis and will be increased in line with the Consumer Price Index.

## 17. Fees

### 17.1. Contracted After School Care Services:

Number of Sessions/Week	Price (£)/Week/Child
1 Session	£12.20
2 Sessions	£24.40
3 Sessions	£36.60
4 Sessions	£48.80
5 Sessions	£55 (inc. 11.3% discount)

### 17.2. Ad Hoc After School Care Services:

17.2.1. Ad Hoc After School Care services are chargeable in advance at **£15/Session/child.**

### 17.3. School Holiday Clubs

17.3.1. School Holiday Club services are chargeable in advance at **£30/day/child i.e., £150/week/child.**

17.3.2. Please note our School Holiday Club programmes are designed to get the best out of every child and operate from 9.00am – 5.00pm. We do not provide partial day or partial week programmes.

## 18. Methods of Payment

- 18.1. Under no circumstances is cash accepted as payment for any booking at The BRANCH.
- 18.2. The BRANCH does not accept payment by American Express Card.

**18.3. Contracted Bookings**

18.3.1. The BRANCH accepts payment by Direct Debit, Childcare Vouchers, Student Grants and/or Tax-Free Childcare Payments for Contracted Bookings.

**18.4. Ad Hoc Bookings for After School Care Services**

18.4.1. All Ad Hoc bookings must be paid for in advance via Credit or Debit Card.

**18.5. School Holiday Clubs**

18.5.1. All bookings for School Holiday Clubs must be paid for in advance via Credit or Debit card, Child Care Vouchers and/or Tax-Free Childcare Payments.

18.6. In the case of contracted bookings for After School Care Services, the costs related to contracted days which fall on school Teacher Training Days will be payable.

**19. Childcare Vouchers**

19.1. If your employer offers a childcare voucher scheme, you may be able to use these vouchers towards the payment of your contracted bookings. The BRANCH accepts the following childcare vouchers:

- 19.2. Allsave Limited
- 19.3. Busy Bee Benefits
- 19.4. Care 4
- 19.5. Childcare Choices
- 19.6. Co-Operative
- 19.7. Computer Share
- 19.8. Early Years
- 19.9. Eden Red/Accor
- 19.10. Employers for Childcare
- 19.11. Enjoy Benefits
- 19.12. Fair Care
- 19.13. Fidelity
- 19.14. Gemelli
- 19.15. Kiddie Vouchers
- 19.16. RG Childcare
- 19.17. Salary Exchange Vouchers
- 19.18. Sodexo Motivation Solutions

- 19.19. Spelthorne Play Scheme
- 19.20. Tax Credits
- 19.21. TEDS evouchers
- 19.22. You at Work

## **20. Childcare Tax Credits**

- 20.1. You may be entitled to childcare tax credits, which could assist with up to 70% of the cost of this booking. To find out if you qualify, call the Tax Credit Office on 0845 300 3900, or
- 20.2. Visit [www.taxcredits.inlandrevenue.gov.uk](http://www.taxcredits.inlandrevenue.gov.uk).

## **21. Promotional Codes/Discount Codes/Voucher Codes**

- 21.1. Bookings must be made before the individual code expiry deadline.
- 21.2. Voucher codes can only be used to the value of the pre-determined discount - any additional charges will need to be paid at the time of booking.
- 21.3. All voucher codes are only applicable for new bookings and cannot be redeemed against existing bookings.
- 21.4. All bookings are subject to availability.
- 21.5. Our standard Cancellation Policy applies. Voucher code will be voided per any cancellation.
- 21.6. Any promotional/discount or voucher code redemptions are non-refundable upon cancellation and cannot be exchanged for a monetary value.
- 21.7. Discount vouchers or offers can only be used for the purpose stated.
- 21.8. Only one offer or discount code can be used per booking.
- 21.9. Each voucher code can only be used once per customer.
- 21.10. Holiday Club Early Bird Offers are to be used for holiday club bookings only.
- 21.11. Holiday Club Early Bird Offers are to be used specific holiday period determined only.
- 21.12. Any codes used outside of the above terms and conditions will be voided and you will be liable to charges relating to any accrued discount.

## **22. Booking Confirmation**

- 22.1. All bookings will be confirmed via email.





## **23. Late Bookings**

- 23.1. Please note that bookings required on the day of the activity can only be made online via [www.branchclubs.co.uk](http://www.branchclubs.co.uk) before **12:00 noon** for After School Care Services and before **07.00am** for School Holiday Clubs.

## **24. Arrival on Site without an Advance Booking**

- 24.1. If an advance booking for a BRANCH 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 The BRANCH activities will only be granted if:
- 24.1.1. The customer is already registered for BRANCH services and holds a current parent account.
  - 24.1.2. There are a sufficient number of staff on duty to ensure compliance with required staff to child ratios.
  - 24.1.3. The customer will receive notification that a late booking has been charged to their account and will be required to make payment on-line

## **25. Changes to Existing Bookings – Contracted After School Care, Ad Hoc After School Care & School Holiday Clubs**

- 25.1. All changes made to existing bookings will be charged at the applicable rate.

## **26. Cancelling of Bookings by the Customer**

- 26.1. For cancellation of a booking, The BRANCH will require 72 hours' notice prior to the activity start date. This is with the exception of contracted After School Care services, which cannot be cancelled.
- 26.2. As The BRANCH operates a no refund policy, customers who cancel their booking before the 72 hours' notice period will receive a full credit note which will be placed onto their BRANCH account and will be valid for 12 months from the date of issue.
- 26.3. No credit notes will be issued for activities which are cancelled within the 72 hours' notice prior to the activity start date.
- 26.4. No credit notes will be issued for any cancelled individual activity sessions that form part of a weekly block booking for After School Care Services.



- 26.5. Credit notes will be issued for whole weekly block bookings for School Holiday Club bookings which are cancelled within the 72 hours' notice period prior to the activity start date.

## **27. Unattended Sessions**

- 27.1. Sessions that are not attended remain chargeable.

## **28. Cancellation of Bookings by The BRANCH**

### **28.1. Forced Closures**

28.1.1. If The BRANCH is forced to close due to an external factor beyond its control such as bad weather, infectious or contagious disease outbreak, national/regional power cut, teacher strikes or other industrial action, by order of Local Authority or Environmental Health, customers will still be liable for fees incurred during the entire period of closure.

### **28.2. Scheduled Changes**

28.2.1. The BRANCH may need to amend activity programmes, schedules, services, dates, times and/or venues on occasions for reasons that may be out of its control. These changes will be without refund or compensation to the customer.

## **29. Personal Property, Valuables and Belongings**

- 29.1. All property and clothing should be clearly marked with the child's name.
- 29.2. For safety and security children should not bring valuables or money onto a BRANCH site – this includes any mobile phone or electronic devices.
- 29.3. We do our utmost to take care of children's belongings but regret that no responsibility can be accepted for them.
- 29.4. Children travelling to our services via scooter will not be permitted to leave them onsite due to space restrictions and safekeeping issues.

## **30. Mobile Phones and Electronic Devices**

- 30.1. Children are requested not to bring mobile phones or electronic devices onto any BRANCH site.

- 30.2. The BRANCH does not take any responsibility for the damage or loss of any mobile phone or electronic devices that are brought to its services.
- 30.3. Please note that each BRANCH site has access to a site phone and/or tablet device to be used appropriately within our services and in case of emergencies.
- 30.4. Parents/Guardians are required to contact The BRANCH Head office on Telephone Number - 07854 519 995 if they wish to speak with their child during service times.

### **31. Food and Drink**

- 31.1. The BRANCH offers a healthy, no added sugar, nutritionally balanced menu to all children and all food is prepared on the premises. Copies of menus are available and special arrangements can be made to accommodate individual dietary requirements on medical or religious grounds only, in consultation with parents.
- 31.2. Children attending BRANCH After School Clubs are offered a wide selection of freshly made afternoon sandwiches, fresh fruit and a drink.
- 31.3. Children attending BRANCH School Holiday Clubs are offered an early morning snack, lunch and afternoon sandwiches.
- 31.4. No food or drink, apart from water and sugar-free squash, should be brought into Holiday Clubs.
- 31.5. The BRANCH requires parents/carers to notify its Customer Service Team, of any special dietary requirements or allergies when they complete the online Registration Process and ensure that any changes are updated on their customer account. This information is made available to The BRANCH on-site team via the Child Information Form and Detailed Register.
- 31.6. We reserve the right not to offer a place at our After School and Holiday Clubs if we feel we cannot meet a child's dietary needs.
- 31.7. Fresh drinking water will always be accessible to children throughout our sessions.

### **32. Behaviour**

- 32.1. The BRANCH ensures that all staff and children attending services are treated with respect during all activities, with the use of effective behaviour management strategies to promote the welfare and enjoyment of all children attending.

- 32.2. The BRANCH expects its staff and children to be free from bullying harassment and aggressive behaviour and will not tolerate such behaviour from children attending the services or from their parents/legal guardians.
- 32.3. The BRANCH will work in partnership with parents, schools and children with the aim to manage behaviour using clear, consistent & positive strategies. Our staff will use encouraging positive behaviour as well as providing clear guidance for managing poor behaviour and maintaining the safety and welfare of children and staff.
- 32.4. The BRANCH has a responsibility for ensuring the well-being and safety of all children in its care and has approved procedures for managing behaviour. The company follows a zero-tolerance policy on discrimination, bullying and persistent poor behaviour of any kind.
- 32.5. On rare occasions, and in more serious cases, The BRANCH reserves the right to ask parents/legal guardians to remove children from its services.
- 32.6. In the event of unacceptable behaviour by parents/legal guardian The BRANCH reserves the right to terminate any current bookings and close the customer account.
- 32.7. In these events, no refund will be made for any remaining days booked, and any costs associated with the exclusion of the child, or the termination of the account including transport home, will be the responsibility of the parents/legal guardian.

### **33. Withdrawals**

- 33.1. A child's place may be withdrawn if the BRANCH decides, after reasonable consideration, that it cannot continue to adequately provide for and meet a child's particular special educational, learning or developmental needs. In such circumstances all fees due up to and including the date the child leaves Holiday Club will be payable and any credits, not connected with cancellations, will be refunded.

### **34. Sign in and Sign Out of Child/ren and Security**

- 34.1. The BRANCH works in accordance with Ofsted's requirements and have strict security procedures to ensure the safety of your child/ren, which is paramount, at all times.
- 34.2. All children must be checked in and out of the service at the start and end of the day by a parent/legal guardian or an authorised carer.

- 34.3. Children will only be released into the charge of nominated collectors detailed on the Registration information on their customer account.
- 34.4. These actions follow the procedures set out in the The BRANCH Policies and Procedures.

### 35. Late collection of Child/ren

- 35.1. We understand that at times parents/guardians may be running behind schedule, and we will always ensure that we do our utmost to support our families where possible. If children are collected late it will have an impact on our teams and therefore a late fee of **£10, for every part of a 15 minute increment of lateness**, will be payable. For example:

Time of Arrival (anytime between)	Total Late Charge
18:01 – 18:15	£10
18:16 – 18:30	£20
18:31 – 18:45	£30
18:46 – 19:00	£40
19:01 – 19:15	£50

Scenario	
Parent/Legal Guardian arrives late at 18:07 to collect Child A & B i.e., 7 minutes late.	<b>£10</b> late fee will be payable
Parent/Legal Guardian arrives late at 18:23 to collect Child A i.e., 23 minutes late.	<b>£20</b> late fee will be payable
Parent/Legal Guardian arrives late at 19:01 to collection Child A, B & C i.e., 1 hour and 1 minute late.	<b>£50</b> late fee will be payable

- 35.2. If you are running behind schedule and your child will be collected late, please make our head office aware so our team at the site can be notified in advance.
- 35.3. In the event of a child not being collected on time, we will attempt to call the parents/guardians. If we are unable to make contact, we will follow our safeguarding policy/uncollected child policy.
- 35.4. We always strive to offer parents/guardians the support needed, however, if late collections become a reoccurring event, The BRANCH reserves the right to withdraw services.

### **36. Safeguarding**

- 36.1. All BRANCH team members go through strict, safe recruitment process including enhanced DBS clearance reference checks and disqualification by association checks.
- 36.2. The BRANCH has legal obligations in relation to Safeguarding and Child Protection. The BRANCH staff have a duty to respond if they suspect a child in their care may be suffering from abuse. Any disclosure of child abuse or neglect will be fully investigated and reported to our internal regulator, Ofsted and all other official agencies.

### **37. Compliments, Concerns and Complaints**

- 37.1. At The BRANCH, we aim to work in partnership with parents to deliver a high-quality childcare service for everyone. If for any reason we fall short of this goal, we would like to be informed in order to amend our practices for the future.
- 37.2. Records of all complaints are kept for at least three years. A summary of complaints is available for parents/guardians and OFSTED upon request.

### **38. Equal Opportunities**

- 38.1. The BRANCH is an equal opportunities employer and welcomes all children, regardless of gender, race or religion. Each child attending The BRANCH services is of equal value and is entitled to equal access of opportunity. The company operates a zero-tolerance policy on discrimination or bullying of any kind.

### **First Aid**

- 38.2. In the event of an accident, first aid will be administered in accordance with the permissions you have agreed and confirmed during the registration process to children in our care, and the emergency services will be called if necessary. All BRANCH First Aid policies are written in accordance with Ofsted recommendations.

### **39. Health, Sickness and Medication**

- 39.1. Any medical conditions must be fully disclosed at 1) time of registration and 2) at drop off and sign in on site to the Site Manager.

- 39.2. Calpol and Piriton syrup may be administered by senior staff at The BRANCH to treat a sudden high temperature or for mild pain relief. This will be administered according to the instructions on the packaging and/or advice notes and according to your child's age. However, if a second dose is needed, then the parent/legal guardian will be called with a request for an immediate collection of the child.
- 39.3. All medicine is stored in a locked cabinet or refrigerator away from the children. Please note that trained members of staff are authorised to administer emergency medication.
- 39.4. If requested to do so by parents/guardians we will administer prescription medications wherever possible but reserve the right to refuse a request to administer medicines whilst a child is in our care. No non-prescription medicine is to be brought onto a BRANCH site. If it is agreed that medication may be administered, a signed Permission to Administer Medication form must be completed by the parent/guardian confirming authorisation.
- 39.5. Children with certain illnesses or conditions must not attend Holiday Club for the time stated in the Medical Exclusion Times Policy, available on the website. Specifically, children with sickness and/or diarrhoea must remain at home until 48 hours after symptoms have passed. For any illnesses requiring government intervention, government guidance must be followed at all times.
- 39.6. If a child becomes sick during attendance, we reserve the right to call for emergency assistance if necessary and remove them from Holiday Club in order for them to be taken to hospital. Permission for this is requested on the enrolment form.
- 39.7. If a child has an accident whilst attending a After School Club or Holiday Club, a record is made and parents/guardians or those designated to collect the child are informed.

#### **40. Insurance**

- 40.1. The BRANCH has Public/Employee Liability insurance cover and an insurance certificate is displayed at all The BRANCH sites.

#### **41. Our Liability**

- 41.1. We do not exclude or limit in any way our liability for:
  - 41.1.1. Death or personal injury caused by our negligence of our employees, agents or subcontractors
  - 41.1.2. Fraud or fraudulent misrepresentation

41.1.3. Breach of any term of the Consumer Rights Act 2015

41.1.4. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or negligence. We are not responsible for any loss or damage that is not an obvious consequence of The BRANCH breaching these Terms.

## **42. Changes to Our Terms and Conditions of Contract**

42.1. The BRANCH may change any of the Terms and Conditions by posting revised terms and conditions on our Website and/or by sending an email to the last email address you gave us.

42.2. The new terms and conditions will be effective immediately and apply to any continued or new use of our Services. We may change the Website, the Service, or any features of the Service at any time.

## **43. Other Important Terms**

43.1. We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these terms. We will always notify you in writing or by posting on our website if this occurs.

43.2. Your rights under the terms shall extend to any participant but such extension shall not affect our rights to terminate or vary any contract in accordance with the terms.

43.3. Each of the paragraphs of these terms operates separately, if any court or relevant authority decides that any of them are unlawful or unenforceable then the remaining paragraphs will remain in full force and effect.

43.4. If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

43.5. These terms are governed by English law. This means a contract for an activity booked through our website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.





- 43.6. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

#### **44. Policies and Procedures**

- 44.1. All The BRANCH policies and procedures are available for review via the BRANCH website at [www.branchclubs.co.uk](http://www.branchclubs.co.uk)

#### **45. Programme Dates and Activities**

- 45.1. All of the information in our literature is correct at the time of printing. Not every activity pictured in our literature is available at every venue. Please check venue specific details using the service finder on our website [www.branchclubs.co.uk](http://www.branchclubs.co.uk) to find out what available and where.

#### **46. BRANCH Contact Details**

- 46.1. Should you have any further queries, please do not hesitate to contact The BRANCH Head Office as follows:

The BRANCH  
91 Beeches Road  
West Bromwich  
West Midlands  
B70 6HG

Email: [info@branchclubs.co.uk](mailto:info@branchclubs.co.uk)  
Telephone: 0121 553 3075 or 07854 519 995  
Website: [www.branchclubs.co.uk](http://www.branchclubs.co.uk)