



Naphill & Walters Ash Out of School Club  
c/o Naphill & Walters Ash School  
Kilnwood  
Walters Ash  
High Wycombe  
Buckinghamshire  
HP14 4UL

## **NAPHILL AND WALTERS ASH OUT OF SCHOOL CLUB CONSTITUTION**

Adopted on the *Fourth* day of *November* 2010

### **AIM**

1. The aim of the Naphill & Walters Ash Out of School Club is to provide the best possible out of school provision for parents and children of Naphill & Walters Ash Combined School and other local schools.

### **OBJECTIVES**

2. In order to meet the aim, the Naphill & Walters Ash Out of School Club Voluntary Committee (hereafter referred to as the 'Executive Committee') has the following objectives:

a. Provide out of school childcare facilities for pupils of Naphill & Walters Ash school in order to enable parents and/or guardians gain or improve their employment.

b. To provide a safe, caring and stimulating environment for the children attending the club.

c. Make available the Holiday Club element of the facility to pupils from other schools in the local area.

3. The objectives of the Executive Committee will be achieved through:

a. Providing a safe, caring and stimulating environment.

b. Ensuring that a wide variety of activities are available.

c. Supporting and training staff employed to work in the clubs.

d. Raising the profile of the clubs within the school and externally.

### **POWERS**

4. For furtherance of its aim, the Executive Committee may:

- a. Utilise accommodation as provided by Naphill & Walters Ash Combined School.
- b. Make such payments as shall be necessary.
- c. Fix and collect the fees payable in respect of children attending the club.
- d. Control the admission of children to the club and, if appropriate/as necessary, require parents or guardians to withdraw them.
- e. Make rules and regulations consistent with the constitution to manage the club.
- f. Take other such actions that will benefit the club.
- g. Engage staff and enforce the staff disciplinary procedure, as detailed at Annex A.

#### **THE NAPHILL & WALTERS ASH OUT OF SCHOOL CLUB EXECUTIVE COMMITTEE**

5. Honorary Officers. At the Annual General Meeting (AGM) of the Executive Committee, the members shall elect from amongst themselves a Chairman, a Secretary and a Treasurer, who shall hold office from the conclusion of that meeting.

6. Executive Committee. The Executive Committee shall consist of not less than 5 members and not more than 10 members being:

- a. The honorary officers specified in the preceding paragraph.
- b. Not less than 2 and not more than 7 Parent Representatives elected at the annual general meeting who shall hold office from the conclusion of that meeting:

7. Advisory Members. These appointments are made by the school and provide an essential link between the school and the Executive Committee. The appointed persons will serve in an advisory capacity and are not therefore subject to the collective liability held by the Executive Committee. The advisory members are:

- a. A Naphill & Walters Ash Combined School Representative.
- b. A School Governor's Representative.

8. Each member of the Executive Committee and the Advisory Members shall have his or her own terms of reference (TORs), and these are at Annex B. The Executive Committee shall also produce an information flyer for all parents and prospective parents. The flyer will incorporate background information regarding the club and its operation. It will also detail the fees and the refund policy and information regarding how to book a place. Additionally it will state clearly the terms

and conditions and it will direct parents to the Policy Book for a more comprehensive breakdown of what shall and shall not be provided and what is required of the parent. The Policy Book will: detail the opening times and the flexibility permitted, explain waiting list rules, encourage participation by parents or guardians, and make clear that children and families will not be excluded or disadvantaged by reason of culture, race, religion, sex or disability. The signing of the registration form is the undertaking by the parents to agree to abide by the rules, regulations and policies of the club.

9. All the members of the Executive Committee shall retire from office together at the end of the AGM next after the date on which they came into office but they may be re-elected or re-appointed.

10. The Executive Committee may, in addition, appoint not more than 2 co-opted members. Each appointment of a co-opted member shall be made at a special meeting of the Executive Committee called under the details at paragraph 13. The appointment shall take effect from the end of that meeting unless the appointment is to fill a place that has not then been vacated in which case the appointment shall run from the date when the post becomes vacant.

11. The proceedings of the Executive Committee shall not be invalidated by any vacancy amongst their number or by any failure to appoint or any defect in the appointment or qualification of a member.

12. Appointment to the Executive Committee is not open to candidates who are under 18 years old or who would, if appointed, be disqualified under the provisions of paragraph 12.

13. Termination of Membership of Executive Committee. A member of the Executive Committee shall cease to hold office if he or she:

- a. Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her affairs.
- b. Is required to vacate office by resolution of the Executive Committee.
- c. Notifies the club's committee of his or her resignation provided this is accepted and there are at least 5 members of the Executive Committee remaining in office.
- d. Is disqualified from acting as a member of the Executive Committee by virtue of Section 72 and 73 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

14. Meetings and Proceedings of the Executive Committee. The chairman shall usually chair meetings; however, in his/her absence, the Secretary shall take the chair. There shall be a quorum when at least 3 members are present. There are 3 types of meeting as follows:

- a. Annual General Meeting. AGMs shall normally be held once per year, usually in the autumn term. All members are encouraged to attend and all

shall have voting rights. The annual report and audited accounts shall be presented and agreed. The arrangements for the AGM will be notified to all members at least 14 days prior to the meeting date. A full record of proceedings of every AGM shall be retained.

b. Committee Meetings. Regular committee meetings shall be held at least once every school term. Accounts will be presented and the Supervisor shall provide a progress report.

c. Special Meetings. A special meeting may be called at any time by the Chairman or by any honorary member of the committee upon not less than 4 days notice being given to the other members of the Executive Committee of the matters to be discussed.

15. Within regular committee meetings, every matter shall be determined by majority voting of the members. In those cases where a tie exists, the Chairman shall have a second casting vote. Within AGMs, every matter shall be determined by majority voting of the members.

16. The Executive Committee shall keep minutes, in books specifically kept for the purpose.

17. The Executive Committee may from time to time make and alter the rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this constitution.

## **FINANCES**

18. A majority of the funds are raised by charging parents fees. All of the club's income, including all donations, contributions and bequests, shall be paid into a bank account operated by the Executive Committee. The Executive Committee is to arrange for the use of the funds to best meet the aim of the club. All cheques drawn on the account must be signed by at least 1 honorary member of the Executive Committee.

19. The Executive Committee shall propose a financial management plan for ratification at each AGM. This shall propose the level of routine expenditure, the level of surplus funds and the proposed use of this surplus, for the forthcoming year.

20. The Treasurer of the Executive Committee shall provide a financial summary at each committee meeting. This shall state:

- a. A total of all income.
- b. A total of all expenditure.
- c. The current balance of the fund.

21. The Executive Committee shall maintain a surplus or contingency fund that shall remain available for non-routine expenditure that might occur. This may be transferred into the club's high interest saving account provided sufficient funds remain in the club's bank account to meet all routine expenditure.

22. The club's accounts shall be subject to regular checks by the Chairman of the Executive Committee. The Executive Committee shall arrange for the accounts to be audited by an external organisation on an annual basis.

## **DISSOLUTION**

23. If the Executive Committee decides that it is necessary or advisable to terminate the existence of the club, it shall call a meeting of all members of which not less than 14 days' notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is confirmed by a two-thirds majority of those present and voting, the Executive Committee shall have the power to realise any assets held by the club. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other clubs, charities or institutions having objectives similar to the objectives of the club.

## **ALTERATIONS TO THE CONSTITUTION**

24. The constitution is to be reviewed by the Executive Committee annually. Any amendments may be altered by a resolution passed by not less than two thirds of the members present and voting at a general meeting. The notice of the general meeting must include notice of the resolution setting out the terms of the alterations proposed.

This constitution was adopted on the date mentioned above by the Executive Committee.

Signed on behalf of the Executive Committee

C L JEFFERY

Honorary Chairman of the Executive Committee

Annexes:

- A. Naphill & Walters Ash OOSC Staffing Procedures
- B. TORs of Executive Committee Members



ANNEX A TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010

**NAPHILL AND WALTERS ASH OUT OF SCHOOL CLUB STAFFING  
PROCEDURES**

**STAFFING REQUIREMENT**

1. Staff Ratios. A high adult to child ratio is essential in providing good quality out of school care. Ofsted guidelines require that there is one adult per 8 children aged under 8 years. However, the Committee will attempt to apply this ratio to all children attending the club, regardless of age. If there are empty places, staffing levels will be reviewed to ensure costs do not exceed income.
2. Staff Register. A register of staff will be maintained and adequate provisions will be made by the Supervisor and/or Deputy Supervisor to cover holidays and sickness. In the unlikely event that the staff numbers for a particular session fall below that required minimum to maintain the Ofsted ratios, the Chairman should be contacted in the first instance so that arrangements can be made a committee member to attend on a temporary basis. If the Chairman or another committee member is not available, arrangements are to be made to reduce the number of children in that particular session and the situation is to be immediately reviewed.

**ADVERTISING FOR NEW STAFF**

3. Equal Opportunities Policy. The Executive Committee has adopted an equal opportunities employment policy, seeking to offer job opportunities equally to both women and men, with and without disabilities, from all religious, social, ethnic and cultural groups.
4. Advertising. All job vacancies at the Naphill and Walters Ash OOSC will be advertised through the Job Centre and locally in the RAF HIVE magazine, the Naphill & Walters Ash Combined School Newsletter, local newspaper publications and within local facilities. As a minimum, the advert will include the following information:
  - a. Job Title
  - b. Basic Job Description
  - c. Hours
  - d. Qualifications and experienced required
  - e. Point of Contact for application forms and closing date or applications

5. Application Forms. All applicants will be asked to complete an application form in the first instance and given a copy of the job description. They will be sent a letter from the Chairman inviting back for an interview soon after the closing date.

## **INTERVIEWING STAFF**

6. Policy. The club will treat fairly all applicants for jobs and all those appointed, and the club's commitment to implementing its Equal Opportunities Policy will form part of the job description for all workers.

7. Interview Panel. The Executive Committee will allocate an interview panel consisting of three members, usually the Club Supervisor, and 2 members of the Executive Committee. A member of the Executive Committee, who has passed a police or Criminal Reference Bureau check, will be nominated to act as the Interview Panel Chairman. The Interview Panel Chairman is to:

- a. Distribute the candidates' CV to all members of the interview panel.
- b. Allocate questions to all members of the interview panel.
- c. Distribute candidates' application forms to all members of the interview panel.
- d. Organise a suitable lotion for the interview and informing all members of the interview panel.
- e. Set up interview room.
- f. Greet the candidates at the entrance to the school when they first arrive for the interview.
- g. Draft and distribute letters to all candidates informing them of the outcome of the interview.

8. Sample Questions. A list of typical questions that will be asked during the interview process for a Playworker and Deputy Supervisor / Supervisor respectively are contained within the Policy Book.

9. Interview Panel Chairman's Responsibilities. During the interview, the Interview Panel Chairman should consider the following points:

- a. Provision of evidence of qualification and experience.
- b. Asking about the applicant's knowledge of important childcare matters such as the needs of children, the national Standards and equal opportunities.

## **POST INTERVIEW PROCEDURE**

10. Once all potential candidates have been interviewed, the interview panel will fairly and openly discuss all the candidates. In addition, the interview panel should

consider identity verification of the candidates and whether their level of health is suitable for caring for children.

11. Once the interviewing panel has reached a unanimous decision, they will select a candidate who is to be offered the job subject to the candidate passing CRB checks and reference checks.

12. Interview Panel Report. A report detailing the outcome of the interview panel and any other relevant information is to be produced by the Interview Panel Chairman within 5 days of the panel sitting. The report is to be kept on a confidential staff file.

## **STAFF CONTRACTS**

13. Within 6 weeks of appointment, all new staff are to be issued with contracts. There are 3 types of contract issued by the club and these are as follows:

- a. Permanent Contract of Employment. An example is at Appendix 1.
- b. Casual Contract. Casual Contracts are issued to 'relief' workers. There is no obligation on the employee to work and the employer has no obligation to offer employment.
- c. Temporary Contracts. Staffs on temporary contracts are entitled to the same legal protections as permanent staff save that the qualification for protection from unfair dismissal is one year. The contract must state that it is temporary and give the date on which it is expected to end.

14. Copies of the signed contracts are to be distributed as follows:

- a. Original to Supervisor for filing.
- b. Copy to employee for retention.

## **VOLUNTEERS**

15. Volunteers are not issued Contracts of Employment. However, they are to be issued with Terms of Reference, which describe their duties. Volunteers are not to be left alone with the children or accompany children to the toilet unless the relevant Police/CRB Checks have been completed. Additionally, they do not have to attend staff meeting or any training.

## **INITIAL TRAINING**

16. All new staffs are to undertake a period of initial training to enable them to become familiar with the policies and procedures of the club. The Supervisor will maintain a list of requirements that staff must meet within 8 weeks of commencement of their employment.

## **STAFF DEVELOPMENT**

17. Regular staff meetings provide opportunities for staff to undertake curriculum planning and to discuss the children's progress and any difficulties.
18. In-service training is available to all staff through the Early Years Partnership and this is offered to all staff.
19. The Executive Committee is to provide guidance and support to the Supervisor in the development of staff through the Supervisor's regular monitoring and 6 monthly staff appraisals.

## **STUDENT PLACEMENT POLICY**

20. The Executive Committee recognises that the quality and variety of work which goes on in an out of school club makes it an ideal place for students on placement from school and college childcare courses. Students are welcome to observe the Naphill & Walters Ash Out of School Club subject to the following conditions:
  - a. The needs of the children are paramount. Students will not be admitted in numbers that hinder the essential work of the club. Students must be confirmed by their tutor as being engaged in a bona fide childcare course, which provides necessary background understanding of children's development and activities.
  - b. Students conducting individual child studies must obtain written permission from the parents of the child to be studied. Any information gained by the students about the children, families or other adults in the club must remain confidential. Students will not have unrestricted access to children unless they hold the appropriate Ofsted registration documentation.

## **STAFF DISCIPLINARY PROCEDURE**

21. The Employment Protection Act 1978 required that in the work place procedures be established to govern the handling of disagreements. The Naphill & Walters Ash OOSC procedure to be adopted for this purpose is detailed below.
22. It is recognised that disagreements may arise among club staff, or between the staff and the Executive Committee. These can usually be resolved informally by discussion, if necessary, with the help of the local authority adviser, and are outside the limit of disciplinary or grievance procedure.
23. A more serious situation arises when a dispute cannot be resolved, or when the committee is dissatisfied with the conduct or activities of an employee.
24. Instant dismissal is possible only in extreme circumstances of gross misconduct. Examples of gross misconduct would be:
  - a. Theft or Fraud.

- b. Ill-Treatment of children.
- c. Assault
- d. Malicious damage.
- e. Gross carelessness, which threatens the health and safety of others.
- f. Being unfit through drugs or excessive alcohol.
- g. Smoking on the premises during working hours.

25. Otherwise an employee will not be dismissed without the appropriate warnings.

26. Any other matter will normally be dealt with in three stages, as follows:

- a. An oral warning.
- b. A written warning.
- c. Notice of dismissal.

27. The employee may be accompanied by a friend or trade union official at each stage if he/she wishes, and that friend or trade union official may speak on his/her behalf. At each stage, as appropriate, the Chairman will consult the club Supervisor.

28. If an oral warning is to be given, the following procedure is to apply:

- a. The employee should be interviewed, as soon as possible, by the Chairman or, if he/she is unavailable, by a duly appointed member of the Executive Committee who will explain the complaint.
- b. The employee will be given full opportunity to state his/her case.
- c. If the warning is still considered to be appropriate, the employee will be given the following information:
  - i) What action he/she should take to correct the conduct.
  - ii) That he/she will be given reasonable time to rectify matters.
  - iii) That if he/she fails to improve then further action will be taken.
  - iv) That a record of the warning will be kept.
  - v) That he/she may appeal against the decision.

29. If progress is satisfactory within the time given to rectify matters, the record of the verbal warning on the individual's file will be destroyed after 5 years from the issue of the warning or earlier if deemed appropriate by the Executive Committee.

30. Should an employee (already on an oral warning) fail to correct his/her conduct and further action is considered to be required, a written warning is to be given and the following procedure is to apply:

- a. The employee will be interviewed and given the opportunity to state his/her case as before.
- b. If the need for disciplinary action is confirmed, a letter will be sent to the employee immediately.
- c. The letter will:
  - i) Contain a clear reprimand and give reasons for it.
  - ii) Explain what corrective action is required and that reasonable time will be given for improvement.
  - iii) Warn that failure to improve will result in further action being taken.
  - iv) Explain that he/she has the right to appeal against the decision.

31. If the employee still fails to correct his/her conduct, then the following procedure is to apply:

- a. The employee will again be interviewed and given an opportunity to state his/her case as before.
- b. If the decision is to dismiss, the employee will be given notice of dismissal, stating the reasons for the dismissal and giving details of the right of appeal.

## **APPEALS PROCEDURE**

32. At each stage of the disciplinary procedure the employee must be told he/she has the right of appeal against any disciplinary action, and that the appeal must be made in writing to the Executive Committee Secretary within 5 days of a disciplinary interview.

33. The Executive Committee will elect a person other than the member who issued the warning to chair the Appeal Panel. The appeal is to be heard within 10 working days. The procedure will be informal and the employee may take a friend or trade union official to speak for him/her.

34. The Appeal Hearing procedure is as follows:

- a. The employee will explain why he/she is dissatisfied and may be asked questions.
- b. The Supervisor and/or Chairman will be asked to put his/her point of view and may be asked questions.
- c. Witnesses may be heard and may be questioned by the Appeal Panel, the employee and the Supervisor or Chairman.
- d. The Appeal Panel will consider the matter and make known its decision.

35. A record of the meeting will be kept and the decision of Appeal Panel is final.

### **SUSPENSION**

36. If the circumstances appear to warrant instant dismissal, an employee may be suspended while investigations are made.



**APPENDIX 1 TO  
ANNEX A TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**Naphill & Walters Ash Out of School Club  
WRITTEN STATEMENT**

Statement of Terms and Conditions of Employment in Accordance with the Contract of Employment Protection (Consolidation) Act 1978. As amended by the Employment Act 1980 and 1982 (The EC Employment Directive 1993 and the Trade Union Reform and Employment Rights Act 1993).

1. This statement dated <DATE> sets out certain particulars of the terms and conditions on which:
2. The Management Committee of Naphill and Walters Ash OOSC (the employer) (hereafter referred to as *The Management Committee*)
3. Employs <NAME>
4. Your employment with the above club began on <DATE>.
5. Your employment began on the above date. For the purpose of individual rights previous employment does/does not count as part of your continuous period of employment.

If your previous employment does count, your previous employer was:

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Your continuous period of employment started on <DATE>.

You are employed as a <POST/ROLE> in accordance with the job description separately supplied to you.

6. Salary Details

Your will be paid on a monthly basis in arrears.  
You will be paid £<hourly rate> per hour.  
You will be paid by credit transfer to a bank account.  
Your salary will be reviewed annually and any increase will be initiated from <DATE>.

7. Working Hours

Normal hours of work during term time will be from 07.45 to 09.15 and 15.00 to 18.15 on Monday/Tuesday/Wednesday/Thursday/Friday and staff meetings when called. During the school holidays the normal hours of work will be 08.15 to 18.15 on Monday/Tuesday/Wednesday/Thursday/Friday and staff meetings when called.

## 8. Training

If the appointment has been to a post requiring a qualification and the appointee does not hold the qualification or its equivalent, any training offered towards the achievement of such qualification must be undertaken. There will also be an expectation that training offered to gain or enhance skills appropriate to the post will be undertaken.

## 9. Overtime

Payment for overtime will be paid with prior arrangement with the employer at your normal contracted rate.

## 10. Annual Leave

You will be entitled to 6 weeks holiday per year. Holiday entitlement will be paid pro-rata, at your normal contracted hourly rate. This holiday is in addition to public/bank holidays. The employee must give two weeks notice of intent to take annual leave. Annual leave may only be carried forward to the subsequent year with the permission of the Management Committee.

## 11. Compassionate Leave

Compassionate leave will be granted at the discretion of the Management Committee.

## 12. Absence from work through sickness

Notification of absence from work due to illness or any further cause should be made prior to your starting time on the first day of absence to either the supervisor of the club or the identified Management Committee member. A self-certification form must be completed for absences of up to six calendar days. For absences of seven calendar days or more, a doctor's certificate must be produced. Statutory Sick Pay (SSP) will be operated when appropriate, but no additional payments will be made.

## 13. Maternity Leave and Pay

An employee who becomes pregnant will be allowed reasonable time off for antenatal clinics. Other maternity/paternity rights will be those determined by Government legislation.

## 14. Paternal Leave

An employee may take up to 13 weeks unpaid leave for each of his/her children including adopted children. This leave should be taken before the child is 5, within 5 years of the child being adopted or the child's 18<sup>th</sup> birthday (whichever is sooner), or before the child reaches 18 years of age if they are registered disabled. 21 days notice must be given of the intent to take parental leave. Except in the case of leave taken for the birth or adoption of a child, the start date of the leave may be postponed by the Management Committee by up to 6 months (who should put in writing to the

employee the reasons for the postponement and set out new dates for leave to be taken).

15. Pension and Pension Schemes

A contracting out certificate under the Social Security Pensions Act 1975 is not in force for the employment in which this statement is being issued.

16. Trade Union

Membership of a trade union is of your choosing.

17. Time off for Public Duties

The Management Committee will permit time off for Public Duties such as Jury Service and others set out in the Employment Protection Act 1978. Payment for such time will be at the discretion of the Management Committee.

18. Termination Notice

The Employee is required to give 4 weeks notice in writing. The Management Committee will give 4 weeks notice to an employee who has been employed for less than 2 years and then one week for each completed year of service up to a maximum of 8 weeks. In cases of gross misconduct the Management Committee reserves the right to instant dismissal. Gross misconduct can be determined as behaviour that either threatens or puts at risk the children, parents or staff attending the club, or behaviour which is not conducive to the play environment, or in the case of an updated police check being unsatisfactory.

19. Probationary Period

There will be a probationary period of 3 Calendar months attached to this position, after which time an appraisal will take place and the contract will either be made permanent, or the probationary period extended, or notice given to cease employment.

Under the Health and Safety at Work Act 1974, it is the duty of all employees to conform to policy health and safety codes of practice and to accept and carry out their responsibilities in this area. The current disciplinary and grievance procedures are set down in a separate document available to you.

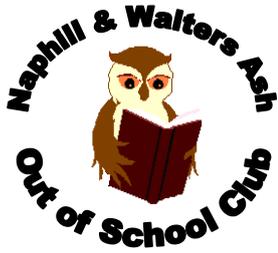
Please sign below to acknowledge receipt of this statement and acceptance of the terms and conditions it describes.

Signed on behalf of Naphill and Walters Ash Out of School Club

\_\_\_\_\_ Date

Signed by the employee

\_\_\_\_\_ Date



**ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TERMS OF REFERENCE FOR THE  
NAPHILL AND WALTERS ASH OUT OF SCHOOL CLUB EXECUTIVE COMMITTEE**

1. In order to assist and guide the members of the executive committee and the advisory members in their duties, a series of Terms of Reference (TORs) have been agreed. These TORs are at Appendices 1-7.
2. In addition, all Executive Committee Members are required to sign a confidentiality agreement. A copy of which is at Appendix 8.

Appendices:

1. TORs – Executive Committee
2. TORs – Chairman
3. TORs – Secretary
4. TORs – Treasurer
5. TORs – Parent Representative
6. TORs – School Representative
7. TORs – School Governor's Representative
8. Confidentiality Agreement



**APPENDIX 1 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs FOR THE NAPHILL AND WALTERS ASH OUT OF SCHOOL CLUB EXECUTIVE COMMITTEE**

1. The Naphill & Walters Ash Out of School Club is run by the Executive Committee, which is to meet at least once every half term and decisions will be made by majority vote.
2. The Management Committee is responsible for the effective management of the Club. In particular The Management Committee is to:
  - a. Ensure the Club operates within the guidelines of the Naphill & Walters Ash Out of School Club Committee Constitution.
  - b. Ensure the Club operates within the guidelines of Ofsted such that the Club achieves and retains registration.
  - c. Sponsor and amend as required a policy document for the running of the Club that fully describes the operations of the Club.
  - d. Establish a financial plan which:
    - (1) Identifies and quantifies the source of all income.
    - (2) Identifies all predicted outgoings.
    - (3) Delegates powers of expenditure to the Supervisor.
  - e. Approve all expenditures over £50.

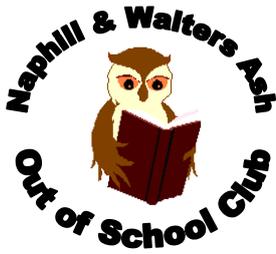
We have read and understood the Terms of Reference and we undertake to abide by them.

Signed.....  
On behalf of the committee

Date: 4 November 2010

<NAME.

Chairman



**APPENDIX 2 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs – CHAIRMAN**

1. As Chairman of the Walters Ash & Naphill Out of School Club, you have overall responsibility for the Club. You are to advise the Executive Committee on any matters affecting the continued provision of out of school care to the local community.
2. In particular, you are to:
  - a. Take charge of open meetings and Executive Committee meetings, ensuring that all meetings have the required quorum, are effective, and that any decisions taken are implemented efficiently.
  - b. Deliver a Chairman's report at all meetings on action that has been taken since the previous meeting.
  - c. When appropriate, ensure an appropriately qualified Executive Committee member acts as Chairman of the staff interview panel.
  - d. Ensure that correct accounting practices are being followed in accordance with the specific TORs issued to the Treasurer of the Executive Committee.
  - e. Progress outstanding building works within the club boundary to the Naphill & Walters Ash school representative of the Executive Committee.
  - f. Ensure that all regulatory and legislative requirements applicable to childcare provision are complied with, including liaison with OFSTED or other external bodies as necessary.
  - g. Ensure that an appropriately qualified independent person or company on an annual basis reviews the accounts.
  - h. Advise the Executive Committee of any matters arising that may compromise the ability of the element to comply with regulatory or legislative requirements.
  - i. For the safe custody, receipt and proper disbursement of any monies held by the club.
  - j. Review and update the Ofsted Self Evaluation Form on not less than a six-monthly basis.
  - k. Issuing personally addressed TORs to all Executive Committee members.
3. In addition the Chairman is to:

a. Act as the public face of the Executive Committee and represent the club at public events and at meetings with other organisations.

b. Act as line manager of the Club staff in conjunction with the Supervisor.

c. Take the appropriate action should an unforeseen situation arise that warrants immediate attention. In such circumstances the Chairman is to consult as many committee members as possible, by personal contact or telephone, before making an interim decision. The decision and action taken is to be reported to the committee at the next meeting.

d. Liaise with the Secretary to draw up the agenda for all meetings.

4. You are to arrange suitable temporary cover over periods of absence. On such occasions, you are to provide an adequate handover of responsibilities, covering on-going personal or administrative problems.

I have read and understood my Terms of Reference and undertake to abide by them.

Signed.....

Date: 4 November 2010

<NAME>

Chairman



**APPENDIX 3 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs – SECRETARY**

1. The Secretary is responsible to the Chairman for all the administrative aspects of the Naphill & Walters Ash Out of School Executive Committee and is to keep an accurate record of all correspondence on File.
2. The Secretary is to:
  - a. Liaise with the Chairman to produce an agenda and arrange and book a venue for all Management Committee meetings. The Secretary is to ensure that all Committee Members are informed of any such meetings in good time (ideally 2 weeks before General Meetings) and that a copy of the agenda is available for them.
  - b. Attend all Committee meetings and accurately record in the minute book the salient points of the business discussed, all decisions that were made and all points of action required. The Minutes are to be distributed to all Committee Members and attendees. A further copy is to be kept in the minute book and signed by the Chairman once accepted as true at the next meeting.
  - c. Liaise with the club Supervisor on a regular basis to ensure that all aspects of their daily administrative requirements can be met.
  - d. Keep an up-to-date list of all Management Committee Members and their contact details. This list is to be distributed to all Committee Members and treated as confidential.
3. The Secretary is also to carry out any reasonable task relating to the club assigned by the Chairman or Management Committee.

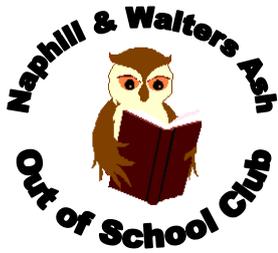
I have read and understood my Terms of Reference and undertake to abide by them.

Signed.....

Date 4 November 2010

<NAME>

Secretary



**APPENDIX 4 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs – TREASURER**

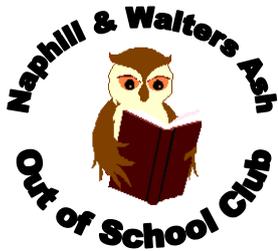
1. As Treasurer, you are responsible to the Chairman for maintaining the club account and its associated documentation. In particular you are to:
  - a. Oversee the work of the Book Keeper and in particular:
    - (1) Ensure that the Book Keeper prepares a statement of account for each financial year for presentation at the Annual General Meeting.
    - (2) Ensure the Book Keeper prepares an account reconciliation sheet for presentation at each committee meeting.
    - (3) Ensure that the Book Keeper maintains a paper ledger of all accounts ensuring that all correspondence is filed appropriately.
    - (4) Ensure that the Book Keeper prepares the accounts for audit at the end of each school year.
  - b. Prepare an annual budget for the Management Committee's approval and make recommendations to the Committee about its finances.
  - c. Present the Annual Financial Plan to the AGM.
  - d. Liaise with the Supervisor to ensure that the daily financial requirements of the Club are satisfied. The Treasurer is to ensure that the Supervisor's petty cash account is correctly maintained and administered. The petty cash account is to be signed for on a monthly basis.
  - e. Ensure that all fees and monies received are correctly receipted.
  - f. Make any necessary payments and annotate invoice with details of payment.
  - g. Arrange for the payment of staff on a monthly basis in liaison with the nominated payroll company and ensure they receive their holiday entitlement twice yearly. On receipt, the wage slips are to be issued to all staff.
  - h. The Treasurer is also to carry out any reasonable task relating to the club assigned by the Chairman or Management Committee.

I have read and understood my Terms of Reference and undertake to abide by them.

Signed.....

Date: 4 November 2010

<NAME>  
Treasurer



**APPENDIX 5 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs – PARENT REPRESENTATIVE**

1. As the Parent Representative you are a member of the Naphill & Walters Ash Out of School Club Executive Committee. As the voice of the parents, you should at all times attempt to promote the views of the majority of the parents of children at the club.
2. You are encouraged to bring to the attention of the Supervisor or Chairman, any concern, observation or idea that you believe will improve the club.
3. When in attendance at the Executive Committee meetings, you are to present the views of the majority of the other parents to the Committee in its work to ensure that the policy for the running of club is effective, and the financial plan is sound.

I have read and understood my Terms of Reference and undertake to abide by them.

Signed.....

Date: 4 November 2010

<NAME>

Parent Representative



**APPENDIX 6 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs – SCHOOL REPRESENTATIVE**

1. As the Naphill & Walters Ash School Representative, you are an advisory member of the Naphill & Walters Ash Out of School Club Executive Committee. As the voice of the school, you should at all times attempt to promote the views of the school and its staff.
2. You are encouraged to bring to the attention of the Chairman, any concern, observation or idea that you believe will improve the club and/or the school.
3. You are to inform the Chairman and the committee of any issues that has been raised by the school and its staff, which has a direct bearing on the running of the club.
4. You are to hasten any appropriate works requests that are submitted by the club.
5. As the School Representative you are also to carry out any reasonable task relating to the club assigned by the Chairman or Executive Committee.

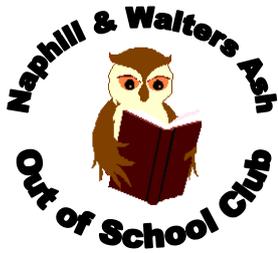
I have read and understood my Terms of Reference and undertake to abide by them.

Signed.....

Date: 4 November 2010

<NAME>

School Representative



**APPENDIX 7 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**TORs – SCHOOL GOVERNORS REPRESENTATIVE**

1. As the Naphill & Walters Ash School Governors Representative, you are an advisory member of the Naphill & Walters Ash Out of School Club Executive Committee. As the voice of the school Governors, you should at all times attempt to promote the views of the school's Governing Body.
2. You are encouraged to bring to the attention of the Chairman, any concern, observation or idea that you believe will improve the club.
3. When in attendance at the Executive Committee meetings, you are to present the views of the majority of the other parents to the Committee in its work to ensure that the policy for the running of club is effective, and the financial plan is sound.
4. The School Governor Representative is also to carry out any reasonable task relating to the club assigned by the Chairman or Executive Committee.

I have read and understood my Terms of Reference and undertake to abide by them.

Signed.....

Date: 4 November 2010

<NAME>

School Governors Representative



**APPENDIX 8 TO  
ANNEX B TO  
N&WA OOSC CONSTITUTION  
DATED 4 November 2010**

**CONFIDENTIALITY AGREEMENT**

1. As a member of the Naphill and Walters Ash Out of School Club Executive Committee, I agree to abide by the terms of the Confidentiality Policy below. I understand that failure to do so may lead to the termination of my appointment on the Executive Committee.

2. The club's relationship with the staff, the children and their families will sometimes bring the members of the Executive Committee into contact with confidential information. To ensure that all those working in and using the club can do so with confidence, the Executive Committee will respect confidentiality in the following ways:

- a. Executive Committee members will only have access to the files and records of the children attending the club in the course of specific Executive Committee business.
- b. Issues regarding the employment of staff, whether paid or unpaid, will remain confidential between the Executive Committee and the individual concerned.
- c. Information regarding specific children or families made know to the Executive Committee in the course of its business will remain confidential. (Including statements of financial difficulty and payment arrears).
- d. Any anxieties/evidence relating to a child's personal safety will be kept in a confidential file. If appropriate the information may be shared by the Child Protection Officers with the Executive Committee.

I have read and understood the Confidentiality Agreement and undertake to abide by Confidentiality Policy.

Signed.....

Date: 4 November 2010