

Acceptance of Terms and Conditions

You will be deemed to have accepted and agreed to these Terms which will prevail over any other terms put forward by The Club at the time You make a Booking and the application of these Terms will commence on the date of Your Booking

COVID-19 bookings arrangements

The COVID restrictions for holiday clubs and wrap around provision have been lifted and we will be operating as normal but with COVID measures in place. These include but are not limited to:

- Sign in and sign out will take place outside and will be contactless. No adults other than staff will be allowed to enter the venue.
- High traffic areas such as door handles and benches will be cleaned throughout the day.
- (For camps) children will only be allowed to bring their packed lunch and drinks bottle (both clearly labelled) into camp each day.
- Games and activities will take place outside where possible.

Where activities take place inside, adequate space will be given to ensure it is safe.

All booked session will be charged for in full when the activity remains open and a child is off for any reason, including self isolating. Please note, we can not provide refunds or move booked sessions if a bubble closure in school results in children being off school and therefore unable to attend booked sessions. There can be no amendments made to any Wrap Around Care booking. Holiday camp bookings can be cancelled/amended up to two weeks in advance. Cancelled sessions for Holiday camps will have funds returned to the online wallet for use in any further session. Please see our 'Admissions and Fee's' policy for more information.

The Club

The Club acts as a registered childcare facility for children between the hours of 09:00 and 15:30 (extended hours are available from 08.00 – 17.00 or 08:30 – 16:30 dependant on the venue) Monday to Friday during holiday periods at various venues as listed on The Club website. The Club also acts as a registered childcare facility for children between the hours of 07:30 – 08:45 and 15:15 – 18:00 or 15:15 – 18:00 (dependant on the venue) Monday – Friday during term time at various venues as listed on The Club website.

1. Definitions and Interpretations

1.1. "The Club" means Central Education Group Limited incorporated in England and Wales (registered company number 8069334) whose registered office is C/O Chamberlains 8 Oakfield House, 478 Station Road, Dorridge, Solihull, United Kingdom, B93 8HE

1.2. "Club/Camp" means the daily sports and activity programme or childcare provision delivered by The Club during the School Holiday Period as detailed on the Website, "Wrap Around" refers to term time Wrap Around Care delivered by The Club in termtime;

1.3. "Booking/Booked" any booking made by a parent/carer for a child/children to attend Club/Camp;

1.4. "Booking Email" means an email from The Club to the parent/carer detailing the booking;

1.5. "Fee(s)" means the amount payable by the parent/carer for their child(ren)s attendance at the Club/Camp;

1.6. "Late Collection Fee" means £10 for every 15 minutes a child(ren) is not collected after the pre-booked time;

1.7. "Intellectual Property" means any and all copyright, database rights, rights in respect of confidential information and all other intellectual property rights in relation to the Services;

1.8. "Holiday Period" means any school holiday period during which The Club offers Club/Camps;

1.9. "Offers" means any discounts, vouchers or other offers provided by The Club as detailed on the Website or in the Promotional Material;

- 1.10. "Venue" means the location at which The Club is providing a Club/Camp and upon which the parent/carer has Booked a child to attend;
- 1.11. "Parties" means The Club and the parent/carer;
- 1.12. "Promotional Material" means any literature or material provided by The Club detailing the Club/Camps;
- 1.13. "Terms" means all of the terms in all of the sections of these Terms and Conditions;
- 1.14. "Parent/carer" means the person making a Booking;
- 1.15. "Website" means the website of The Club (or any other company related to The Club) which provide details of the Club/Camps available, booking information, The Club's contact details and other information;
- 1.16. words importing any gender include every gender;
- 1.17. words importing the singular number include the plural number and vice versa;
- 1.18. words importing persons include firms, companies and corporations and vice versa;
- 1.19. references to numbered clauses and schedules are references to the relevant clause in or schedule to these Terms;
- 1.20. reference in any schedule to these Terms to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 1.21. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 1.22. the headings to the clauses, schedules and paragraphs of these Terms are not to affect the interpretation;
- 1.23. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.24. where the word 'including' is used in these Terms, it shall be understood as meaning 'including without limitation'.

2. Bookings

- 2.1. Bookings must be made in advance to secure a place for Your child in order to arrange staffing. This can be done via The Club's website with full payment; The Club cannot accept telephone bookings. For Ad-Hoc Wrap Around bookings on the day past 12pm, please contact the Wrap Around manager via phone and once confirmed, also contact the School office to ensure they are aware of the Booking. Payment for these sessions must be made on the iPAL booking system.
- 2.2. All Bookings are confirmed by email confirmation at the time the booking is made. If such email confirmation is not received, then the session is not Booked. If the information contained in the confirmation of Booking is incorrect in any way, You should contact the office.
- 2.3. You will receive reminder emails regarding any items required or specific clothing (for example, themed dressing up or spare clothes for water play). You are responsible for noting this information and acting accordingly.
- 2.4. The Club accepts payment via all childcare vouchers and tax free childcare. With this method of payment, The Club must be notified when making the booking when the payment is expected and from which voucher company. The Club's preferred method of payment is via Credit/Debit Card.
- 2.5. The Club's fees are revised every July.
- 2.6. All Club fees are to be paid in full, in advance of attendance.
- 2.7. You may book one day, several days or whole weeks via a Block Booking.
- 2.8. Extended provision during Club/Camp holiday activities is available from 08:00 – 09:00 and 15:30 – 17:00 or 08:30 – 16:30 (dependant on the venue) which have to be booked in advance via the website. You are advised to book in advance to ensure a space is available for the child and that the staff/child ratio is satisfactory.

2.9. You must send your child with a packed lunch and snack (two snacks if attending for extended provision) to The Club in the school holidays and this should be healthy in line with the Club's healthy eating policy. You should be aware that The Club operates a no nut policy. Children will be provided with breakfast/afternoon snack during Wrap Around.

2.10. For a Block Booking discount, the days which are the subject of the offer are days within the same calendar week. The offer cannot be used for single days and spread across different weeks. If when a You make a Booking, You book fewer days in the same week than are detailed in the offer, they will not qualify for the Block Booking Discount and You will be required to pay the Standard Rate which is applicable at the time of the Booking.

2.11. If a Booking includes more than one child and those children are siblings, The Club will apply a discount for each child in the Booking after the first child. This discount varies dependant on the Club/Camp or Wrap Around. To qualify for sibling discount the children must all be booked into The Club or Wrap Around at the same time and You must have parental responsibility at the time that the children are booked into the Club/Camp or Wrap Around. The Club reserves the right to remove a sibling discount code from a booking where The Club reasonably believes it has been misused.

2.1.2. Bookings for Wrap Around Care must be made in advance and all booked sessions are paid for regardless of attendance.

2.1.3. For Wrap Around, You are required to notify the manager via phone call or text message if your child will not be attending a session, in advance of the session start time.

3. Changes to Bookings (school holiday Club/Camps only. There can be no changes to Wrap Around Bookings)

3.1. If You wish to cancel a booking, The Club requires two (2) weeks notice in writing by e-mail which will be acknowledged by The Club.

3.2. If You wish to cancel a booking at short notice due to other arrangements or sickness, The Club will not refund the fee for that session but The Club may (at its discretion) place a credit on the account for use against future bookings.

3.3. If You wish to amend the booking by changing the day booked, this will be subject to availability. Any Bookings paid for by childcare vouchers cannot be refunded due to HMRC regulations relating to childcare vouchers. Instead, refunds will be held as credits in your Camps account for use against future bookings.

4. Late collection

You must collect Your child by the Booked finish time, however, should You be unable to do so in unforeseen circumstances, The Club must be notified before the Booked finish time of the revised collection time. There is then an additional late fee charge of £10 per fifteen minutes past the Booked finish time. The Club staff must be kept advised as to Your expected arrival time. These terms have been devised in recognition of the fact that The Club's staff have other commitments after their working day. If after 30 minutes of the Booked finish time You have not been reached, in line with The Club's Uncollected Children Policy, the relevant Services will be contacted.

5. Health and Safety

5.1. The Club takes every precaution to keep the children within its care safe from harm, but The Club is not liable for any accidents which may occur. The Club will follow the Health and Safety policy and risk assessments will be completed daily. Due to the nature of some of the activities undertaken by attendees, there is an inherent risk of injury for those participating in the Club/Camp or Wrap Around. By making a Booking and payment, You confirm that you are the parent or guardian of the child(ren)

who are the subject of the Booking and have custody and control of them and confirm that they have read and accept all of our Terms and Conditions.

5.2. The Booking of a session with The Club implies that The Club has the Your consent for the child to receive any First Aid by a qualified First Aider on site should the child have an accident during Club/Camp or Wrap Around time. If the child requires urgent medical attention and You are unavailable, a member of staff from The Club will sign any consent forms necessary for treatment on their behalf as stated in the Medical Form.

5.3. The Club will be unable to operate in the event of health and safety issues, extreme bad weather, diseases, Acts of God or circumstances beyond The Club's control and the premises will be closed. In adverse weather conditions, You must contact The Club on the Club/Camps or Wrap Around mobiles to establish the current situation. Updates will be posted on The Club's social media pages and booking portal, and if possible on the Club's website. The Club will put the safety of the children and staff first and will not take any unnecessary risks. There will be no refund due.

5.4. Where a child requires regular medication, or emergency response medication such as an epi-pen or inhaler, You will be required to fill in and sign a medical form when You drop off the child at their first Club/Camp or Wrap Around session or electronically.

5.5. When You drop off a child at their first Club/Camp or Wrap Around session, You must let The Club know if there have been any changes in the child's medical status since they provided information as part of the Booking.

5.6. If there are any changes in a child(ren)'s health or medical condition during their attendance at Club/Camp or Wrap Around, You must inform The Club immediately so the relevant accommodations can be made or appropriate action taken.

5.7. The Club stipulates all children who attend Club/Camp and Wrap Around to be dry and out of nappies due to staffing ratios and the layout of the school.

5.8. If a child is sick or has diarrhoea, The Club has a 48-hour policy of none attendance. With other illnesses please see the NHS guidance notes.

5.9. It is Your responsibility to keep the information on the Registration Form online up to date for the children and carers. Failure to update vital information such as e-mail address, contact details and home address could result in a Social Services issue.

6. Photographs

It is The Club's practice to use photographs/videos of children attending the Club/Camp and/or Wrap Around which may be used for advertising, displays of other promotional purposes. If You wish to withhold consent for this practice, it should be clearly indicated on The Club's Registration Form.

7. Personal Property

You are responsible for their child's belongings. The Club cannot be held liable for loss or damage of such possessions and two (2) weeks after each holiday, these belongings will be given to charity. The carrying and use of mobile telephones, tablets, games consoles and social media by attendees are strictly prohibited at the Club/Camp and Wrap Around. If a child is found to be carrying such items The Club reserves the right to confiscate it until the end of the session.

8. Behaviour

8.1. The Club reserves the right to withdraw its services if Your child is disruptive or aggressive in a manner which poses a safety risk to the other children at the Club/Camp or Wrap Around. The Club will follow its Behaviour Management policy, but if matters do not improve or in an extreme case, The Club will demand the immediate removal of the child and the fees will not be refunded. The decision

of The Club is final.

8.2. Equally if You are aggressive or rude to our staff at the Club/Camp or Wrap Around or a child within our care, this behaviour will not be tolerated and The Club reserves the right to withdraw its service. No refund of care will be received.

9. Information

9.1. The Club operates on the basis of 1:8 ratio for an EYFS camp, a 1:15/20 ratio for an Activity camp and a 1:15 ratio for Wrap Around (based on Ofsted and Insurance guidance). Should Your child require a 1:1 ratio for a Club/Camp, the child may attend the Club/Camp in the normal way accompanied by You (which may be arranged through the resources of the Local Authority).

9.2. You may request to see a copy of The Club's policies and procedures at any time. They will also be available to view at each Venue.

9.3 Information held by The Club regarding Your child will be treated as confidential. However, in certain circumstances, for example if there are child protection concerns, The Club has a legal duty to pass certain information on to other agencies, including Police, Social Care and health care professionals.

10. Complaints

The Club's complaints procedure is set out on the Website. If You have any concerns, The Club asks that You speak to a member of staff at the venue who will attempt to resolve the matter. Alternatively, please contact The Club's offices direct on the contact details given on the Website or Promotional Material to discuss the concerns.

11. Force majeure

The Club shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of Camps or any other services related to them which result from circumstances beyond the reasonable control of The Club.

12. Alteration/Variation

The Club reserves the right to vary the Terms at any time. Details of any variation will be set out on the Website.

13. Waiver

No failure or delay by The Club in exercising any right, power or privilege under these Terms shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

14. Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Terms and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

15. Validity

If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.

16. Law and jurisdiction

The validity, construction and performance of these Terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

17. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of the Terms, the Terms are not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.