

Active Learning Academy Ltd

Extracurricular Terms & Conditions

Active Learning Academy Ltd (“us”, “we”, “our”, “ALA”, “Active Learning Academy”) provides extracurricular sessions (“clubs”, “services”, “activities”) for parents (“you”, “customer”, “parent”, “guardian”, “legal guardian”) to book children to attend.

These Terms of service are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Service Periods

Term Time Periods:

- Autumn term – September to December
- Spring term – January to March
- Summer term – April to July

Holiday Periods:

- February (spring) half term – one week in February
- Easter – two weeks in March/April
- May (summer) half term – one week in May
- Summer holidays – six weeks in July/August
- October (autumn) half term – one week in October

INSET Days:

INSET Days are not chargeable and are not included in the service. If, for any reason an INSET day has been included in our scheduled services, this will be cancelled and a credit automatically issued where it is due.

Bookings

Bookings for all Active Learning Academy services must be made in advance. Termly bookings are given priority and a waitlist will be available when sessions reach their capacity.

Bookings do not roll over from one term to another and must be made on a termly basis.

All children must be registered in order to use any ALA service. Parents must keep their child's registration information (such as contact details, team name, collector's details, emergency contacts

and the child's needs) up-to-date by informing ALA of any changes.

By completing a booking, the parent confirms that they agree with the terms and conditions.

Parents must ensure that all payments are completed by the due dates.

All bookings need to be made via <https://ala.pembee.app> or via email at

bookings@activelearningacademy.co.uk and payment settled on a half-termly basis. Bookings will be confirmed by email once payment is received. Late bookings can be made on the day.

If a child who is registered with us accesses the service without a formal booking or without payment, we may refuse to include the child for the session and they will be taken to the school reception.

If a child attends who is not registered with us and does not have a formal booking or payment we will not be able to offer them a place and they will be taken to the school reception.

Changes and cancellations

To ensure spaces are available for parents who require them, ALA will consider changes and cancellation requests on a case by case basis.

As ALA operates a no refund policy, customers who are authorised to cancel their session booking a credit note which will be placed onto their account and will be valid for 12 months from the date of issue.

Cancellations and changes are charged an administration fee, see Administration Charges section.

All changes and cancellations for termly bookings must be made in writing with at least two weeks' notice.

Should a balance remain after a change or a cancellation is made, it will remain in the account as a credit.

Credits are not given for:

- Short periods of illness (less than two weeks)
- Family holidays or school camp
- Where the service is available but the child chooses not to attend
- Where the service is unavailable through circumstances beyond our control e.g. Polling day, school flooded, social disorder, strike days.

To request a change or cancel your booking please email bookings@activelearningacademy.co.uk with the following information:

- a. Parent/ Guardian's name
- b. Child's name
- c. The days the child attends
- d. What changes you want to make or if you want to cancel the place completely.

Forced closures

If ALA is forced to close due to an external factor beyond its control such as bad weather, infectious

or contagious disease outbreak, power cut, boiler breakdown, 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. Credit notes may be issued at ALA's discretion.

ALA 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.

Payment

ALA accepts bank transfer or card payment via <https://ala.pembee.app> or by cash.

All fees and administration charges incurred during a term must be paid in full at least two weeks

before the end of term or late payment fees will be charged according to the current tariff, see Administration Charges section.

Fees can be paid in full at the start of term or by monthly instalment plan. We make no charges for monthly payment by instalments. Monthly payment instalments can be made over a maximum period of three months providing the booking has been made at the start of term. Monthly payment instalments can be made over a maximum period of two months if the booking is made mid-term.

Monthly payment instalments are not available where a booking has been made in the last month of term and the fees must be paid in full at the time of booking.

Bookings will be cancelled if payment is not received within 24 hours of booking unless a later payment date has been agreed.

All missed, declined and late payments of any type (voucher and card) will incur an administration fee, see Administration Charges section.

Personal Property

Valuable items should not be brought to ALA services. We will not be liable for the loss or damage of any item of personal/valuable property brought to any venues. We advise parents to ensure that all bags and clothing are clearly labelled with the child's name.

Children are requested not to bring mobile phones or electronic devices to any of our services. We do not take any responsibility for the damage or loss of any mobile phone or electronic devices that are brought to our services.

Please note that each site has access to a phone to be used appropriately within our services and in case of emergencies. Parents/Guardians are required to contact ALA on 07772162169 if they wish to speak with their child during service times.

Food and Drink

Children may be requested to bring their own food/drink.

Drinking water will always be available on request throughout our sessions. We have a strict NO NUT policy, which MUST be adhered to during all services.

Behaviour

To ensure all staff and children attending services are treated with respect and their safety and welfare maintained during all activities, we will use effective behaviour management strategies. Our staff will encourage positive behaviour as well as providing clear guidance for managing poor behaviour.

ALA will not tolerate bullying, harassment or aggressive behaviour from children attending the services or from their parents/legal guardians. We reserve the right to ask parents/legal guardians to remove children from our services and to terminate any current bookings. In these events, no refund will be made for any remaining days booked, and any costs associated with the exclusion of the child will be the responsibility of the parents/legal guardian.

Sign in and sign out of child/ren and Security

ALA work in accordance with Ofsted's requirements and have strict security procedures to ensure the safety of children.

All children must be checked in (if a before school service) and out (if an after school service) by a parent/legal guardian or an authorised carer.

Please note, children will only be released into the charge of nominated collectors detailed on the registration information who are in possession of the correct password. Parents will need to contact ALA to inform of any collectors not detailed on the registration information.

Safeguarding

All ALA team members go through a strict, safe recruitment process including enhanced DBS clearance reference checks.

ALA have legal obligations in relation to Safeguarding. Our 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.

Late collection of children

All children must be collected on time which is the stated finish time of the service. In the event of children not being collected on time, a late fee will be charged per child if they are not collected prior to the service closing, see Administration Charges section.

ALA reserves the right to charge for lateness between 0-15 minutes if this is a reoccurring event and notice is not received. The late fee covers the cost of staff overtime to remain with the child. Parents/legal guardians are required to advise us if they will be late collecting their child.

Where there are outstanding invoices in respect of late fees for a child, no further bookings will be allowed.

Concerns, Compliments and Complaints

At ALA, 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.

Records of all complaints are kept for at least three years. A summary of complaints is available for parents/guardians and OFSTED upon request.

Equal Opportunities

ALA is an equal opportunities employer and welcomes all children, regardless of gender, ability, race or religion. Each child attending our 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

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

Health, Sickness and Medication

Any medical conditions must be fully disclosed at drop off and sign in on site to the Manager. Essential prescribed medication must be handed in to the Manager for safekeeping and a medication consent form is completed and seen by the Manager.

ALA requires all children who are ill or infectious be kept at home for the full duration of their ailment, and for 48 hours after the last symptom occurs.

Insurance

ALA has Public/Employee Liability insurance cover and an insurance certificate is displayed at all sites.

Our liability

We do not exclude or limit in any way our liability for:

- a) Death or personal injury caused by negligence of our employees, agents or subcontractors
- b) Fraud or fraudulent misrepresentation
- c) Breach of any term of the Consumer Rights Act 2015

We are not responsible for any loss or damage that is not an obvious consequence of ALA breaching these terms.

Changes

We 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. 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.

Other Important Terms

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.

You may only transfer your rights under the terms which shall extend to any participant, but such extension shall not affect our rights to terminate or vary any contract in accordance with the terms.

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.

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.

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.

These terms are governed by English law. This means a contract for the activity through our site 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.

Policies and Procedures

A full overview of all ALA policies and procedures are available for inspection at each respective ALA venue.

Administration Charges

Late Collection Fee (for each half hour or part of) £15.00

Letters, Statements (confirmation of costs), Receipts (other than any provided at time of payment)

£10.00

Missed or Declined or Late Payment £15.00

Cancellation of Booking £20.00