

# **Holiday Club Terms and Conditions**

Please read these Terms and Conditions carefully. By signing up for an account with Active Stars, you accept these Terms and Conditions (which constitute a legal agreement).

## 1. Agreement

The agreement between you and Active Stars begins at the time of booking when you acknowledge and accept these terms and conditions and they will apply from the moment you submit your booking request. As the person who made the booking, you are responsible for ensuring any parents/carers relating to this booking are aware of, and accept these conditions.

## 2. Payments

We accept payment by debit/credit card, bank transfer, childcare vouchers, and tax-free childcare. Payment must be made in full at the time of booking, or requested via your voucher provider/tax-free account (see clause 3). Your booking is not guaranteed until payment has been received. Please use your child's first initial and surname as your payment reference.

#### 3. Childcare Vouchers & Tax-Free Childcare

Please allow up to 5-7 working days for payments via Childcare Vouchers or Tax-Free Childcare to be processed. **If booking within 7 days of the booking start date you will be required to pay via credit/debit card** and be reimbursed once we receive your voucher/tax-free payment.

## 4. Confirmation

You will receive your booking confirmation via email; please check this carefully to ensure the dates, location, and child details are correct. If your confirmation is not what you expected please tell us as soon as possible.

## 5. Cancellations

If you wish to cancel your booking and provide <u>at least 72 hours' notice</u>, we will issue you with a full refund. **If you wish to cancel after this time, you will not be eligible for any credit/refund.** If you have booked days/weeks as part of a multi-day promotion, and then cancel one or more of the days, the promotion will no longer apply and the price will revert to the single day rate.

#### 6. Your Child's Information

At the time of booking you must provide us with full and accurate information about your child. This includes DOB, medical, physical or behavioural needs, or any other additional needs (see also clause 7). Failure to do so may result in the child being excluded from certain activities and in some circumstances, we may have to cancel the booking and no refund will be paid.

# 7. Health and Safety

At the time of booking, it is the responsibility of the parent/guardian to supply us with full information relating to the child's physical and mental health, including an EHCP if the child has one. In order to maintain appropriate standards of health and safety, if your child has additional needs you will need to discuss these with us in advance of booking to ensure our staff can fully support your child. Children with certain medical, physical or behavioural conditions or those who cannot demonstrate the required skill to take part safely may not be able to participate in some activities. Active Stars will provide all standard equipment required for the activity sessions. On the rare occasion the equipment provided does not meet

the needs of an individual child, they may not be able to partake in that activity on safety grounds. In this instance, we will try to adapt the activity where possible, otherwise we will offer a suitable alternative activity.

We have a duty of care to ensure we can keep children safe at all times, so where English is not the child's first language, they must have a suitable level of understanding to ensure they can follow instructions from staff to keep themselves and others safe and communicate if they are unwell/injured.

#### 8. Children's Welfare

To minimise the risk of spreading illness and infection, children who are unwell must be kept at home for the full duration of their ailment, and for 48 hours after the last symptom occurs.

We reserve the right to refuse admittance, and the right to suspend provision to any child if, in the opinion of Active Stars Staff, the child is not fit to attend due to illness. If your child falls ill during the camp, we will call you and ask you to collect them.

Medication must be handed to our Staff for safe keeping and a medication consent form must completed and seen by the site manager. All medicines must be clearly labelled with your child's name and DOB. This is a requirement even if the medicine is not to be administered during the session; children are not allowed to have medicines in their bags.

By accepting these terms and conditions you give permission for all necessary first aid to be administered to your child in the event of an emergency.

#### 9. Child Protection

Active Stars' staff have a duty to respond if they suspect a child may be suffering from or makes a disclosure about abuse. In this event staff will follow our Safeguarding Policy and Procedures.

## 10. Staff Ratios

Active Stars' ratio of staff to children exceeds all statutory requirements. The actual ratio varies dependant on activities and/or age groups.

## 11. Behaviour and Exclusions

Active Stars is responsible for ensuring the well-being and safety of all children in its care and follows a zero-tolerance policy on discrimination, bullying and persistent poor behaviour of any kind. If the behaviour of the child is considered to be dangerous or inappropriate, we reserve the right to suspend or exclude them from the camp. No refund will be made for days missed and no compensation will be made for any other costs or losses incurred as a result.

# 12. Late Collections

Please be aware that a late collection fee of £5 per 10 minutes will be chargeable when children remain in our care beyond the camp's opening hours (except in exceptional circumstances). If you know you are going to be late collecting your child, please call us at the earliest opportunity. Persistent late collections may also result in exclusion.

## 13. Liability and Personal Property

Active Stars does not accept liability for personal injury or the death of any person unless directly caused by the proven negligence of the company or its servants, in this event our liability insurance provides cover of up to £5 million. Active Stars will not take responsibility for the loss or damage of any items of personal property brought to the camp.

# 14. Programme and Activities

From time to time, we may need to amend our activities, services, dates and venues for reasons within or

outside our control. For example (but not limited to): fire, natural disaster, health outbreak, infection management, staff shortages, strike, riots, acts/threats of terrorism, war, etc. In these circumstances, if no suitable alternative can be found, a credit note or refund will be offered. Compensation will not be offered under any circumstances.

Please note that the activities which appear on the timetable are subject to change.

## 15. Photography

During the camp, we may take photographs and video footage to be used for training and promotional purposes. Where possible, we will post photos to our social media platforms for you to view, however, we cannot guarantee that your child will appear on these. We'll ask for your consent to this at the time of booking.

## **16. Policies and Procedures**

Active Stars policies and procedures are kept on site and are available on request. Some of our key policies can also be viewed on our website.

# 17. Complaints

Active Stars is committed to ensuring every child has an enjoyable time at our holiday camps. If you or your child are not entirely satisfied with the service we provide, then we want to be the first to know. If there's a problem while your child is still at the camp, we will always strive to resolve it. We cannot change the situation after the event, so please talk to the Camp Leader promptly if you have a complaint. If the problem persists, please contact the manager directly. If the problem is still not resolved, please write to us within 10 days of your child's last day with us. You can be assured that your complaint will be taken very seriously. In the unlikely event your complaint is still unresolved, you may wish to contact Ofsted on 0300 123 1231 or write to Ofsted, Piccadilly Gate, Store Street, Manchester, M1 2WD.

Refunds and compensation will only be made if Active Stars is proven to have been in breach of these terms and conditions, and it is proven further that they were not capable of remedying that breach and as a result the child was withdrawn from the camp. Please note: verbal abuse of office or camp staff will not be tolerated and bookings cancelled with immediate effect.

# 18. Data Protection

Active Stars acts as a GDPR data controller. To process your booking, we need to collect personal details about you and the children on your booking. It is your responsibility to ensure that you have permission to pass on these details. Additionally, we'd like to hold and use some of your details for future marketing purposes; we'll ask for your consent to this when you register your details with us. For more information on how we may use your data, please see our Privacy Policy.