

#### **TERMS AND CONDITIONS**

# 1. Payment

Payment in full confirms that everyone on the booking form accepts the terms and conditions.

# 2. Debit and Credit Card Payments

There are no additional charges for debit or credit card payments.

# 3. Childcare Vouchers (CCVs)

Even if you intend to use childcare vouchers to cover all or part of the cost of attendance at Activate, payments must be made in full by debit or credit card at the time of booking (see conditions above) in order to secure the place for your child/children. If you wish to use childcare vouchers as part or full payment, you will need to ensure you transfer your CCV payment **as soon as you have made your booking**. CCV payments must be received no later than  $31^{st}$  August or the refund cannot be processed. A refund equivalent to the value of the vouchers will be issued to you in due course.

# 4. Confirmation

Once you have completed the booking form and completed payment, you should receive an email from activate and a separate email from **Sagepay** confirming payment. Responsibility for the accuracy of all booking details lies with the person who makes the booking. Your booking is not confirmed until you have received an email confirming successful payment.



#### 5. Making changes to existing bookings

If you need to make a change to an existing booking, this should be notified by emailing <a href="mailto:activate@townclose.com">activate@townclose.com</a>. Responsibility for the accuracy of all booking details lies with the person who makes the booking.

We can change weeks within the same operating season, providing we have spaces and you request your change at least 10 working days before the start of the first week of Activate. However, any change in week will incur an administration charge of **£20.00** per booking. If you have booked a week, you cannot move individual days to another week. Dates cannot be changed once the child has attended their first day.

# 6. Early Booking Discount

Remember, to qualify for the early booking discount you must book and pay the discounted amount in <u>full</u> by the due date (Monday May 5<sup>th</sup> 2025). This applies even if you intend to use childcare vouchers for ultimate payment. After this date, all bookings will be charged at the full amount.

# 7. Cancellation

In the event of cancellation, 50% of the payment will be refunded, if cancelled by the **14**<sup>th</sup> June 2025. No refunds will be issued after this date.

# 8. Photography/Video footage

We may take photographs during Activate to use for marketing purposes. If you do not wish to give your consent, you must tick the appropriate box on the online application form and your child will be given a non photo consent sticker to ensure that no photos are taken.



# 9. Health and Safety

In order to maintain appropriate standards of health and safety, children with certain medical or physical conditions may not be allowed to participate in some activities. In such cases we will always provide alternative activities.

# **10. Medical Information**

If full information about medical or physical conditions, or behavioural matters, is not provided at the time of booking it may result in the child being excluded from certain activities. In such circumstances we may have to cancel the booking and no refund will be paid. All information given will be treated in complete confidence.

# **11. Child Protection**

Activate staff fully recognise their responsibility to safeguard and promote the welfare of all children in our care, in compliance with Department for Education's 'Keeping Children Safe in Education' and Safer Recruitment in Education and Norfolk Safeguarding Children Board Protocols and Procedures.

# 12. Staff

Our ratio of staff to children meets all statutory requirements. The actual ratio varies between activities and age groups.



# 13. Liability

Activate does not accept liability for personal injury or the death of any person unless directly caused by the proven negligence of the school or its servants, in this event our liability insurance provides cover of up to £20million.

# 14. Personal Property

Activate will not take responsibility for the loss or damage of any items of personal property brought into school. If a child brings a mobile phone to Activate, it must be handed in to a member of staff at the beginning of each day and may be collected when the child leaves at the end of the day.

#### **15. Exclusions**

Activate reserves the right to exclude any child for any reason at its absolute discretion. No refund will be made for days missed and no compensation will be made for any other costs or losses incurred as a result.

#### **16. Programme and Activities**

From time to time we may need to amend our activities for reasons within or outside our control. Under no circumstances will there be a refund or compensation to the customer.

# 17. Late Collection

We cannot accept responsibility for any child who is delivered before 8.30am or collected after 5.30pm, unless the Course Director has been informed at least 24 hours in advance of your intention and his consent given to do so. A charge of £10.00 will be incurred for each 15 minute period that a child is left in our care after 5.30pm.



#### **18. Contact Details**

If your email, contact details or home address change it is your responsibility to inform us. We will respond to you to acknowledge this information. If we do not respond this may mean we have not received it.

#### 19. Food

All drinks, snacks and meals are provided and so children are not allowed to bring in their own food. This is particularly important in order to ensure we adhere to our nut-free site policy. We will provide for all those with allergies or special dietary needs.

#### 20. Waiting List

Where there are no places available at the time parents wish to register, children will be placed on a waiting list, which is operated, in strict rotation according to the date of registration and the type of place required.

# 21. Force Majeure

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to" force majeure". Circumstances amounting to force majeure include any event which we could not, even with all due care, foresee or avoid.

#### 22. Policies and Procedures

Copies of Activate policies and procedures are held at Town Close and are available on request.



#### 23. Data Protection

To process your booking we need to collect personal details about you and all the children on your booking. It is your responsibility to ensure that you have permission to pass on these details. Full details of how we may use your data are available in our Privacy Policy.

#### 24. Illness

Please note that no refund will be issued in the event of a child being unable to attend Activate due to illness.

# 25. Complaints

Whilst we hope that you and your children will be completely satisfied with the day care that we provide, should you have a complaint, in the first instance please speak to the Course Instructor verbally. We will then endeavour to solve any issues as swiftly and efficiently as possible. If the complaint cannot be resolved informally, the complaint should be put in writing to info@activatenorwich.co.uk marked for the attention of the Course Director. If for any reason the complaint cannot be resolved on an informal basis then reference should be made to Town Close School's Parent and Carers' Complaints procedure, specifically Annexe 1, Activate Complaints.