



Whilst we try to keep our terms and conditions as brief as possible, nonetheless, because we are caring for children, we are naturally obligated to many rules, regulations and also a good deal of legislation. We take our responsibilities very seriously and, in that regard, we have to be very clear to our parents/guardians about the framework within which we operate. It is therefore critical that you advise us at the earliest opportunity of all matters relating to your child's health and well-being to help us meet their individual needs. We are totally reliant on you giving the Holiday Club up to date and accurate information regarding your child.

Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

The terms and conditions detailed in this document represent the key elements of our booking agreement for the Holiday Club. We believe that a positive partnership between Surrey Hills Forest School Holiday Club and our parents/guardians is paramount. Please don't hesitate to let us know if you wish to discuss the terms further.

Your acceptance of our terms is initiated at the booking stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into consideration specific circumstances before making decisions.

1. Booking and Registration

- 1.1 The booking is not complete until you receive a confirmation email from Pembee (our booking system). We will charge for the days that you request at the point of booking.
- 1.2 *Changes to your booking before the start date* – Changes may be made to the days that your child attends the Holiday Club only if we have the availability of both child spaces and staff at the time of making the changes.
- 1.3 *Changes to your booking after the start date* – Swapping or increasing sessions can be considered. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list. The waiting list is based on a first come, first served basis.

2. Financial

- 2.1 All bookings are payable in advance by bank transfer or childcare vouchers via the Pembee App.
- 2.2 The Holiday Club dates will be published on our website or emailed to previous attendees a minimum of 3 weeks prior to that Holiday Club.
- 2.3 It is important that we advise parents/guardians that Birtley House Management Team may stipulate emergency closures due to adverse weather, such as high wind or snow. Other circumstances that might result in emergency closure are flu pandemic, staff sickness or on-site dangers.
- 2.4 Parents/guardians will be advised of closures and re-openings by telephone, email, message left on parent's answer phone.
- 2.5 In the event that the Holiday Club closes for more than 2 of your child's paid sessions within a single holiday period, the parent will receive a refund from the 3rd day.
- 2.6 Holiday Club fees are normally reviewed annually. Any changes to the fee rates will be notified prior to your booking being made.
- 2.8 We are unable to refund fees for sessions not taken due to illness, absence, unexpected holiday or where the Holiday Club is forced to close due to circumstances beyond our control. See section 3 of this agreement.
- 2.9 Our fees apply to normal opening hours of 10.00 a.m. to 4.00 p.m. for a full day.
- 2.10 Because of the staffing and resource requirements as laid down by Ofsted, children who are collected after the agreed time will incur a late collection charge. Parents/guardians collecting children late from The Holiday Club will be given 5 minutes grace, after which charges will be 1-10 minutes £15, 11-20 minutes £30, 21-30 minutes £40. 30+ minutes will be £50 plus £1.50 per minute.

3. Termination and Suspension of Childcare Services

- 3.1 You may end this agreement at the end of the holiday booking period.
- 3.2 We may end this agreement at the end of the holiday booking period
- 3.3 Specifically, you may end this agreement with immediate effect if:
 - (1) we have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable timeframe of the request
 - (2) we change any of the terms and conditions in an unreasonable manner.

- 3.4 Specifically, we reserve the right to end this agreement with immediate effect if;
- (1) you have not paid the agreed fees
 - (2) your child's behaviour is unacceptable or endangers the safety and well-being of other children in the Holiday Club
 - (3) we deem your behaviour to be unacceptable, including where you are verbally or physically abusive to any member of our staff; or
 - (4) we are unable to support your child to thrive to the highest level due to their specific needs.
- 3.5 We may suspend the provision of holiday club for any of the above reasons and in addition;
- (1) if your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Holiday Club. The suspension will continue whilst we try to resolve the problem in conjunction with the parent.
 - (2) where forces beyond our control compel us to either close the Holiday Club or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as High Wind, snow or ice which significantly impairs safe travel to and from the site, industrial action affecting travel, an Ofsted investigation or any other reasonable incident not in our control. In this event, we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents/guardians.

None of the above compromises your statutory rights if the Holiday Club has been negligent.

4 . Staffing

- 4.1 Staff are checked in advance of working with the Holiday Club through the Disclosure and Barring Service to ensure there are no issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, personal and employment references, and where applicable visas or permits to work in the UK. In some cases, because of the length of time that this process takes, a person may start work pending clearance provided they are at no time left looking after children unsupervised.
- 4.2 The Holiday Club observes Ofsted regulations for staff to children ratios, which are 2-3 years 1:4, 4 to 8 years 1:8

5. Health, Safety and Absence

- 5.1 All food is provided by parents/guardians. This needs to be stored in a cool bag style lunchbox with appropriate chiller brick to ensure the food is kept at the correct temperature until it is consumed. We will ensure there is fresh water available at all times of the session for the children to self-serve.
- 5.2 In the event of your child being involved in an accident or incident, first aid will be administered by a trained Paediatric First Aider. We will make a written record of how it happened, treatment, advice and action taken which we will ask you to countersign to confirm communication. For accidents of a more serious nature, including hospital treatment, all attempts will be made to contact the parents/guardians. Further attempts will be made to reach your designated emergency contact. Failing this; having gained prior consent, we will act on behalf of parents/guardians to authorise necessary treatment from a suitably qualified medical professional. Where accidents and injuries are sustained outside of Holiday Club we will ask you to give details on and sign a Pre-Existing Injury form to facilitate the continuity of care.
- 5.3 We will administer prescribed medicines (by a doctor) if parents/guardians complete a short term medical form; however, the first dose of medicine must be given at home and parents/guardians must take all medicines home at the end of each day unless otherwise agreed. It is important that you tell us of any changes in writing to the way in which we treat or gain medical advice for your child. We will keep a written record of all medicines given to your child (including any emergency medical advice or treatment). This record will show the date, time and dose given. The record will detail who administered the medication and you will be asked to countersign.
- 5.4 We may require parents/guardians to withdraw their child in the event they require special medical care or are not well enough to attend. We may also ask parents/guardians to withdraw their child if we have reasonable cause to believe that they are, or maybe suffering from or have suffered from any contagious disease/infection. Or there remains a danger that other children may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at the Holiday Club; however, we will publish infection notices to keep you informed. Parents/guardians are requested to inform the Holiday Club if their child is suffering from any illness or sickness before attending.
- 5.5 Children who are unwell should not attend. Children who have suffered from sickness or diarrhoea will not be admitted back within 48 hours after the last bout. If children fall ill during the day parents/guardians will be contacted to arrange to collect them. If the parents/guardians are unavailable other authorised emergency contacts will be called.
- 5.6 Parents/guardians are requested to inform the Holiday Club of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/allergy. Parents/guardians must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform us of any changes/progress to the condition, in writing, when they become aware.

- 5.7 Furniture, equipment and resources used across the setting will be age-appropriate, suitable design and condition, well maintained and conform to safety standards. Risk assessments/risk benefits will be completed across the site.
- 5.8 Comforters and toys from home should not be brought into the Holiday Club unless authorised by us.
- 5.9 The Holiday Club provides car spaces in the Birtley House overflow car park for the drop off and collection of your child. Please ensure your child is supervised at all times in the car park and when walking to the site. The Holiday Club is not liable for any accidents, injuries or thefts whilst parents/guardians are using the car park or walking to the site.
- 5.10 Children should come in normal day clothes suitable for the prevailing weather. Please avoid 'designer' or 'best' clothes as accidents can happen. Two changes of clothes should be provided, in a labelled bag. Please label your child's clothes to help avoid items going missing or being misplaced. The Holiday Club does not accept responsibility for accidental damage or loss of property, although we endeavour to take good care of children's property.
- 5.11 Intimate care will be provided by a male or female member of staff and can include washing, dressing, toileting and nappy changing. All nappies and wipes are provided by parents/guardians.
- 5.12 Surrey Hills Forest School has a no smoking policy including e-cigarettes and vapes, which includes the car park and across the grounds of Birtley Grange.
- 5.13 In fairness to all our staff and to the parents/guardians and children that use our facilities we expect reasonable standards of behaviour at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or is unacceptable to the smooth and efficient running of Holiday Club. Every effort will be made to avoid this action. We ask all parents/guardians to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.
- 5.14 The Holiday Club is committed to providing opportunities for children with Special Educational Needs and Disabilities. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the environment where every child is valued and respected. Parents/guardians must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.
- 5.15 It is understood that the Holiday Club is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent, in accordance with our Child Protection and Safeguarding Policy.
- 5.16 The Holiday Club acknowledges its duty of care to uphold the Statutory Guidance issued under Section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.
- 5.17 The Forest School does maintain those insurances required by law. Details are posted in the Parent Noticeboard.

6. Security and Publicity

- 6.1 Our guidelines are as follows:
 - (1) Staff mobile phones with or without cameras are not allowed to be accessed on site.
 - (2) No photographs are taken at the Holiday Club.
 - (3) Parents/guardians are requested not to use their mobile phones within the forest school premises unless in an emergency.
- 6.2 If your child is going to be collected by someone other than yourself, the management team will require prior notification and an agreed password. It is the responsibility of parents/guardians to inform us of any changes in any contact numbers.
- 6.3 Under no circumstances will the child be allowed to leave with anyone unknown to Holiday Club staff unless the parent has previously arranged this. If the parent has made alternative arrangements by telephone, the Holiday Club will require the name, address and telephone number of the person permitted to be collecting the child including proof of their identity.
- 6.4 We observe the General Data Protection Regulation (GDPR) 2018 alongside the statutory requirements of the EYFS. The GDPR defines what types of data is allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular, the Regulation states that personal data relating to individuals must be stored securely and only used for contractual, statutory or legitimate Holiday Club purposes.

7. Other

- 7.1 If you have any complaints about the service that Surrey Hills Forest School Holiday Club offers, we ask parents/guardians in the first instance to speak directly with the Holiday Club Management Team.
- 7.2 We may change the terms and conditions as a result of changes in regulation or legislation. We will advise you of this prior to any booking.

- 7.3 We will not be in breach of these terms or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event outside its reasonable control including 'acts of God', fire, flood, high wind, snow, lightning, war, acts of terrorism, strikes or other industrial action.
- 7.4 We would respectfully request that if parents/guardians experience difficulty in fulfilling any of the conditions in this agreement, that they contact the Holiday Club Management Team as soon as possible. We will do our best to resolve the issue.

Parent/guardian printed name:

Child's name:

Parent/guardian signature:

Date: