



## **CLAIRES COURT HOLIDAY ACTIVITIES ONLINE BOOKING TERMS & CONDITIONS**

These Online Booking Terms and Conditions apply to the contract between Parents/Carers and Claires Court Schools Limited (Clares Court) for the provision of Claires Court Holiday Activities. These Online Booking Terms and Conditions do not apply to other services which Claires Court makes available. Within this document the following definitions apply:

### **Account Details**

The Parent/Carer account details to be provided as part of the online booking system.

### **Clares Court Holiday Activities**

The generic name for holiday care services and associated services provided by Claires Court which take place when school is out of session (i.e. during school holidays at half term and the end of term).

### **Clares Court Policies**

Our policies which will describe how we conduct matters at Claires Court. Copies of Claires Court Policies can be found on our website via the following link:

<http://www.clarescourt.com/policies>

### **Holiday Activities Manager**

The manager with day to day responsibility for the provision of Claires Court Holiday Activities.

### **Parent/Carer or "you"**

The parent, guardian or carer of a child placed in the care of Claires Court for the delivery of Claires Court Holiday Activities.

1. **Online Registration:** By submitting the online booking and paying the booking fee (Booking Fee) via our website (or confirming that you have paid using childcare vouchers) you agree to be bound by these Online Bookings Terms and Conditions and agree to comply with Claires Court Policies. Please ensure that you have read these Online Bookings Terms and Conditions carefully. These Online Bookings Terms and Conditions supersede any previous terms and conditions in relation to Claires Court Holiday Activities.
2. **Account Details:** Before the Parent/Carer can book sessions they will need to register and complete the Account Details so we have all relevant information. Please check that the details supplied as part of your Account Details are accurate and complete and that you have disclosed all relevant information before you submit your booking and pay the Booking Fee online. It is the Parent/Carer's responsibility to keep the child's record updated with any changes as they occur.
3. **Acceptance:** following our acceptance of your booking we will email you to confirm your booking (Confirmation Email). At this point a contract will come into existence between you and Claires Court. Please note that acceptance of your booking is in Claires Court's discretion. We may decline your booking, if for example your Account Details are incomplete or there are no places on your selected session. If we decline your booking we will refund your Booking Fee as soon as possible and in any event within 14 days.

4. **Child Account Details:** Each child entrusted to Claires Court for the Claires Court Holiday Activities is recognised as an individual whose character will become well known to the staff with time. It is required that Parents/Carers fully advise the staff of any behavioural or medical or SEND issues. Failure to disclose any specific issues may result in you being asked to withdraw your child with immediate effect, as we do not have the resources or provision to meet your child's needs. Where the child needs medicines to be administered, we have established routines which must be followed by Parents/Carers and which include the requirement for specific written instructions and for labelling of medicines.
5. **Court Orders and Precautions:** It is the responsibility of the Parent/Carer to inform the Holiday Activities Manager immediately and in writing and by a personal visit in case of urgency if Claires Court is required to give any special precautions for the protection of the child for example as to parental responsibility, residence, contact, prohibited steps or any other specific issues.
6. **In Loco Parentis:** Parents/Carers must recognise and accept that while the child is at Claires Court Holiday Activities the staff may act in loco parentis in the absence of the Parent/Carer. Where possible the staff will contact the Parent/Carer at the emergency contact telephone number advised but this will not prevent the staff from taking suitable action in loco parentis.
7. **Placing your bookings:** It is the Parent/Carer's responsibility to ensure they have selected the correct session, day and times before proceeding. Errors, changes or cancellations made on bookings will NOT be refunded (save as in the case of Early Cancellation as set out in clause 14 below). Bookings are accepted on a first-come, first-served basis.
8. **Attendance:** There is no minimum attendance as long as there are places available but attendance must be booked in advance. Within these limits there is freedom for the Parent/Carer to select the length of care that they require subject to space being available.
9. **Late bookings:** If bookings cannot be made on-line the Parent/Carer can phone the office on 01628 327740 (during office hours only) and we will confirm if there is available space. The attendance registers will be closed each day at 10:00am for the following day. If Parent/Carers need to make a booking after 10:00am or on the day itself and a space has been confirmed, this will be viewed as a late booking and will incur an extra admin charge of £5 per booking. This will be noted on your Dashboard and will be automatically added onto your next booking.
10. **Changes to booked session times:** After you have completed your booking and this has been confirmed and we have sent you the Confirmation Email, you may wish to change the session time booked. Provided you notify us at least seven clear days prior to the day that is to be changed, there will be no further charge. Changes to booked session times that are less than seven days in advance may be requested by contacting the Holiday Activities office and will incur an extra admin charge of £5 per change. This will be noted on your Dashboard and will be automatically added onto your next booking.
11. **Price:** The price of Claires Court Holiday Activities will be the price indicated on the Prices pages when you make your booking on our website.
12. **Payments:** All payments will be due and payable at the time of booking in accordance with the payment procedure in the booking system on our website. If payments are not made in accordance with the booking procedure on our website, we may cancel your booking to allow other parents to book. It is the Parent/Carer's responsibility to ensure payment is made on time.

Please see our website for details of how to make payment:

<http://www.clairescourt.com/holiday-activities/booking>.

13. **Overdue payments:** The Parent/Carer's account may be frozen if the balance on their account is overdue and no further bookings will be available until the account is cleared. In these circumstances, the Parent/Carer should telephone the office on 01628 687440 so payment can be made and the account reactivated.

14. **Early Cancellation:** as the contract between the Parent/Carer and Claires Court has been concluded online:

- a) The Parent/Carer may withdraw from the contract free of charge within 14 days of receipt of the Confirmation Email (counting from the day after the day on which the Parent/Carer receives the Confirmation Email (Early Cancellation);
- b) A Parent/Carer may request Early Cancellation by contacting Claires Court by post, email or telephone using the contact details set out below, or you can use the attached model cancellation form. Notification of Early Cancellation must be sent to Claires Court within the Early Cancellation period set out in clause 14.(a);
- c) Where a Parent/Carer requests Early Cancellation, Claires Court shall refund in full any payment it receives from the Parent/Carer in respect of that booking; subject to
- d) Where a Childcare voucher or Government tax free voucher has been used for the original booking, HMRC regulations stipulate that such refunds can only be by non-transferable credit with Clauses 18 and 19 below applicable.

15. **Attendance at Claires Court Holiday Activities within the Early Cancellation period:**

Where a Parent/Carer makes a request for the child to begin attending Claires Court Holiday Activities before the end of the Early Cancellation period detailed in clause 14(a), the Parent/Carer understands and agrees that:

- a) the Parent/Carer will be responsible for a proportion of the fees in relation to Claires Court Holiday Activities that have been supplied during the Early Cancellation period and will therefore not receive a full refund of all amounts paid; and
- b) the Parent/Carer will lose the right to Early Cancellation (and any associated refund) once the Claires Court Holiday Activities booking has been fully performed (for example if one or two day long bookings are fully completed within the Early Cancellation period).
- c) Should the Parent/Carer wish to end the contract after the Early Cancellation period has expired, or where the contract is not concluded solely via distance communication, the Parent/Carer will not receive a refund and the Standard Cancellations/Refund Policy (as detailed below at clauses 17 - 19) shall apply.

17. **Cancellations:**(including child sickness) If a child will not be attending a booking, the Parent/Carer must email or call the office so the child's name can be removed from the register.

18. **Cancellations/Refund Policy** It is not our policy to issue refunds for any cancellations (save for Early Cancellation as set out above). If a credit is issued (see below), the credit will only be valid for a period of 6 months from the date of issue.

19. **Refunds/Credit:** We require at least 7 full days' notice of cancellation before the day your child is due to attend to issue a 100% credit note (save as in the case of Early Cancellation as set out in clause 14 above). References in these Online Bookings Terms and Conditions to a 'credit', mean that the Parent/Carer will be issued with a credit of the value of the cancelled booking, which can be redeemed against future provision of Holiday Activities.

- a) If you cancel your sessions without giving us at least 7 full days' notice before the day your child is due to attend, you will not receive any credit.

20. **Arrival and Departure:** Children should be brought at the booked time and delivered to a member of staff at the registration desk. Children are to be collected promptly at/or before the time they are booked till. Where a different person will be collecting the child, the Parent/Carer must ensure that the Holiday Activities Manager is made aware of this beforehand in writing. If a child remains uncollected at the end of the extended day the Holiday Activities Manager will act in accordance with the Holiday Activities Collection Policy, which can be found here: <http://www.clairescourt.com/policies> .

21. **After 5pm collections:** In an emergency, if the Parent/Carer has to collect their child after 5pm a fee of £10 per child will be payable for each 15 minutes (or part thereof) of delayed collection. This will be noted on your Dashboard and will be automatically added onto your next booking. Regular late collection will not be tolerated and could result in the Parent/Carer's account being frozen.

22. **Enforced Venue Closure:** If Claires Court are unable to provide the Claires Court Holiday Activities due to the closure of its premises due to bad weather (eg snow, ice, flood ), outbreak of a human infectious or contagious condition or for any other health or environmental concern, Claires Court shall immediately notify the Parent/Carer and shall be excused from performing its obligations whilst the enforced venue closure continues.

23. **Session cancellation:** In the event that Claires Court should have to cancel a session, the Parent/Carer will be offered a credit.

24. **Our rights to end the contract:** We may end the contract with you at any time by writing to you if:

- a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Claires Court Holiday Activities, for example, Account Details or Child Registration Details.

25. **Exclusion:** Claires Court reserves the right to exclude or refuse any person without notice, if we consider that their presence compromises the good atmosphere of the club. Transport home will be the responsibility of the Parent/Carer and no refund/credit will be available.

26. **Our responsibility for loss or damage suffered by you:** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Online Bookings Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made both we and you knew it might happen, for example, if you made us aware during the booking process.

- a) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services that we provide

27. **Damage to property and Lost Property:** Claires Court does not accept liability for lost, stolen or damaged personal property belonging to, or carried by, any of the children attending Claires Court Holiday Activities. Please ensure that children do not bring valuable toys and belongings with them as we cannot be held responsible if they go missing. We cannot guarantee the return of lost property, but will endeavour to return items on request that we are able to identify. We will keep lost property for a period of three weeks only. If it is left unclaimed after this period has expired, we will distribute the lost property to local charities.

28. **Changes to Claires Court Holiday Activities:** Claires Court reserves the right to amend its services and activity programme, content, times, dates and venue in the event of unsuitable weather conditions, failure of equipment, building faults, building maintenance and any other operational faults that may arise from time to time, without refund or compensation to the Parent/Carer.

29. **Insurance:** Parent/Carers should familiarise themselves with the level of insurance cover offered whilst their child attends the club, details of which are available on request. Claires Court does not provide or maintain any insurance covers beyond those prescribed by law.

30. **Welfare:** We have a legal duty to report any concerns regarding a child's welfare to the appropriate authority. Such concerns are managed by the Designated Safeguarding Lead (DSL) for Claires Court, Steve Richards or his appointed deputy on the day. Claires Court's safeguarding policy can be found here, <http://schl.cc/3i>, which carries contact information on welfare and safeguarding, both for RBWM and for the organisation itself.

31. **Policies:** Claires Court has a full range of policies and procedures for Parents/Carers to view at any time and these are always kept at each club and are available on the Claires Court website via the following link: <http://www.clairescourt.com/policies>. Parent/Carers should view these, as by submitting your booking you agree to abide by them.

32. **Breakages:** The Parent/Carer on the Account Details section shall be liable for all non-accidental breakages, window breakages and damage caused to Claires Court property, or to the personal property of another child by the named child on the form.

33. **Complaints:** Claires Court Holiday Activities is committed to providing high quality children's holiday care. If you or your child were not entirely satisfied with the service we provide, then we would like to know about it. Any comments or complaints in the first instance please email us at [holidayclub@clairescourt.com](mailto:holidayclub@clairescourt.com). Alternatively see our Complaints Procedure, a copy of which can be found here: <https://goo.gl/IN6VVk> and includes further details and of how to contact Ofsted if you wish to take matters further.

34. **How we use your personal information:** We will use the personal information you provide to us (which includes information of both Parents/Carers and children such as name, address, payment details, medical details and behavioural records) to help the Claires Court Holiday Activities run properly and safely and let others know what we do here. Here are some examples:

- a) to tell our staff about an allergy or if a child needs extra help with some tasks;
- b) to process your payment for the booking; and
- c) if you agreed to this during the booking process, to give you information about similar services Claires Court provides, but you may stop receiving this at any time by contacting us.

**Other important terms:**

35. "Writing" includes emails. When we use the words "writing" or "written" in these Online Bookings Terms and Conditions, this includes emails.

36. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Online Bookings Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

37. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Online Bookings Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Claires Court Holiday Activities, we can still require you to make the payment at a later date.

38. These Online Bookings Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the products exclusively in the English courts.

39. **Information about us:** We are Claires Court Schools Limited, a company registered in England and Wales. Our company registration number is 3680796 and our registered office is at 1 College Avenue, Maidenhead, Berkshire SL6 6AW.

40. You can contact us by telephoning us at 01628 327740 or by email to [holidayclub@clairescourt.com](mailto:holidayclub@clairescourt.com) or writing to us at Claires Court, 1 College Avenue, Maidenhead SL6 6AW. Should you wish to contact the Designated Safeguarding Lead (DSL) directly, then please ring the office and ask to be connected to Steve Richards (DSL) or email him on [SMR@clairescourt.net](mailto:SMR@clairescourt.net).

41. **How we may contact you:** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Account Details section of our website.

## CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Claires Court Holiday Activities, Claires Court Schools Limited, Claires Court, 1 College Avenue, Maidenhead SL6 6AW. Telephone: 01628 327740, Email: holidayclub@clairescourt.com

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:  
Claires Court Holiday Activities booking:

Dates Booked: .....

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Booked by: .....

Name of child booked: .....

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Signature of booker (only if this form is notified on paper), .....

Date .....