

The Eye Nursery Limited – Holiday Club Terms & Conditions

The Eye Nursery Limited hereafter referred to as the holiday club offer a definite place to the child referred to overleaf who is to join the club on the following terms. These terms and conditions relate to the contract between the club and the parent/guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

1. The Holiday Club's Commitment:

1. We will:

- 1.a Provide the agreed facilities for your child at the agreed times (subject to any days the club is closed).
- 1.b If the holiday club must close or we take the decision to close due to events or circumstances that are outside our control, we shall be under no obligation to provide alternative childcare facilities to you.
- 1.c Try and accommodate any emergency requests for childcare where possible providing we meet the legal staff/child ratios.
- 1.d Provide you with verbal updates as to your child's attendance on request.
- 1.e. Report any safeguarding concerns where we consider a child may be at risk, to the relevant authorities. We may do so without your consent and/or without informing you.
- 1.f. If you have any concerns regarding the services we provide, please discuss these with the holiday club manager. If these concerns have not been resolved to your satisfaction, please contact the nursery manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the nursery manager for review.

2. Your Commitment to The Holiday Club:

2. You will:

- 2.a. Read, understand and accept our policies and procedures within the holiday club via the Family software. These can also be found on our website www.eyenursery.co.uk
- 2.b Complete a medicine consent form if the staff are required to administer prescribed medicines to your child.
- 2.c Immediately inform us if your child is suffering from a contagious disease. You must not allow your child to attend the holiday club whilst suffering from a contagious disease, which could be easily passed on to another child during normal daily activities in the holiday club.
- 2.d Refrain from bringing your child to the holiday club if he/she has suffered from vomiting or diarrhoea. They must be clear of these symptoms for 48 hours.
- 2.e Immediately inform us in writing of any changes to your contact details.

2.f Keep us informed of whom will be collecting your child, if the person collecting your child is not usually responsible for collecting them, we will require a pre-arranged password. If we are not satisfied that an individual can collect your child, we will not release your child into their care.

2.g. Have a duty of care for handing over/collecting your child from a member of staff to ensure registration and sign out.

2.h Expect to answer some security questions to verify your identity for any telephone enquiries concerning your child.

2.i Inform us if your child is subject to a court order and provide us with a copy of such order on request.

2.j Immediately inform us if you are unable to collect your child from the holiday club at the official collection time. A late payment charge will be applied. Continued lateness will result in breach of contract and your child's place will be withdrawn.

2.k Refrain from bringing in toys or personal property into the holiday club, should you do so, then we accept no responsibility for any loss or damage to these items.

3. Payment:

3.a All fees must be paid in advance for non-account holders.

3.b For account holders, an invoice will be raised for any holiday club sessions.

3.c Payment against invoices may be paid by BACS or childcare vouchers/tax credits and referenced with your child's name and invoice number.

3.d If you have been unable to collect your child by the official collection time and as a result, we have provided additional childcare, you will be charged a late fee.

3.e No refund will be given for periods where your child's Holiday Club place is unfilled due to illness or holidays.

3.f Should your child have to isolate to await a Covid19 test or isolate with a positive result or have been instructed by a government agency to isolate then a 50% retainer fee (excludes meals) will be applied to cover the days your child has been booked in for and a credit will be raised accordingly.

4. Termination:

4.a You may end this agreement prior to the commencement of your child's place at the holiday club and receive a full refund if payment has been made in advance by giving us at least two weeks' notice in writing to the holiday club manager.

4.b. We may immediately end this agreement if:

4.b.a You are a non-account holder and have failed to pay your fees.

4.b.b You have breached any of your obligations under this agreement and you have not or cannot put right that breach within a reasonable period of us asking you to.

4.b.c You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff.

4.b.d Your child's behaviour is unacceptable or endangers the safety and wellbeing of any of the other children at the holiday club.

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4.b.e We take the decision to close your child's space in the holiday club. We will give you as much notice as possible of such a decision.

4.c You may immediately end this Agreement if:

4.c.a We have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

4.c.b We suffer any event of insolvency.

5. Employment of Staff:

5.a If, during this agreement and for a period of 6 months after the termination of this agreement, you (directly or indirectly):

5.a.a Employ or otherwise engage the services of any member of our staff who has had contact with your child under this agreement in the last 6 months.

5.a.b Allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this agreement in the last 6 months. Then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

6. General Data Protection Registration (GDPR):

In accordance with the General Data protection Regulation (GDPR), we are required under data protection legislation to protect the privacy and security of your personal information. We are responsible for deciding how we hold and use personal information and notify you of the information contained in our privacy notice which can be found within our policies and procedures on our website www.eyenursery.co.uk alternatively we hold a hard copy on file in the holiday club.