

## The Eye Nursery Limited – Holiday Club Terms & Conditions

The Eye Nursery Limited hereafter referred to as the holiday club (we, our and us) offer a definite place to the child referred to in the booking form made via the Holiday Club Leader 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 identified in the Booking Form. The headings in this agreement are inserted only for convenience and shall not affect its construction.

You can find everything you need to know about us on our website but please also speak to our Settings Manager if there is anything that you would like to ask.

Each use of Holiday Club constitutes a separate contract between you and us. You agree to be bound by the then-current Holiday Club Terms & Conditions on our website each time you use the Holiday Club. Where the Holiday Club is due to run for longer than 1 month, we may modify and/or vary the terms of this agreement by providing you with at least 1 month's written notice.

### 1. The Holiday Club's Commitment:

1. We will:

1.a Inform you if your Booking Form has been successful. You must confirm within one week of receiving the acceptance that you wish to take the place at the club. If you are not an existing customer of our other clubs, we shall issue you with an invoice for the club fees which you must pay in full prior to your child's start date. If you are an existing customer of our other clubs, the fees for the club shall be included in your standard monthly invoice and must be paid in accordance with the usual payment terms.

1.b Provide the agreed facilities for your child at the agreed times (subject to any days the club is closed).

1.c 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.d Try and accommodate any emergency requests for childcare where possible providing we meet the legal staff/child ratios. We are unable to accommodate children arriving earlier than scheduled unless previously arranged.

1.e Provide you with verbal updates as to your child's attendance on request.

1.f 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.g. If you have any concerns regarding the services we provide, please discuss these with the holiday club Leader. If these concerns have not

been resolved to your satisfaction, please contact the Settings Manager. Customer satisfaction is of paramount importance to us, and any concerns/complaints will be reported to the Settings 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 <https://eyenursery.co.uk/policies-and-procedures/>

If we believe you are not compliant with these policies or procedures we will contact you to discuss the issue.

2.b Acknowledge and accept a medicine consent form via the Family app prior to the administration of prescribed and emergency medicine by club staff.

2.c Refrain from bringing in your child if you have administered pain reliever medicine (analgesic).

2.d Inform us when your child has had an accident at home resulting in any marks or bruising, specifically any injury above shoulders or head injury.

2.e 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.f 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.g Immediately update/change your contact details via the Family app each time they change.

2.h Keep us informed of who 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 is authorised to collect your child, we will not release your child into their care and we will contact you immediately.

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

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

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

2.l Remain fully liable for all fees during your child's absence(s), including but not limited to illnesses, holidays, and appointments. All absences will be charged at your normal rate to secure your

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space and no refunds shall be issued for any period of absence.

2.m Immediately inform us if you are unable to collect your child from the holiday club at the official collection time. You will be required to pay a late payment charge each time you are late. These fees will be calculated in accordance with the then-current fee sheet on our website [Holiday Club Fees \(https://eyenursery.co.uk/holiday-club-fees-2/\)](https://eyenursery.co.uk/holiday-club-fees-2/) (Fee Sheet). We shall be entitled to invoice you from the date you are late for these additional fees and these invoices will be payable by you on presentation if you are not an existing customer of our other clubs, or, if you are an existing customer of our other clubs, on: (i) presentation of the invoice if the invoice is delivered to you from the 16th day of the month; or (ii) the 15th of the month if the invoice is delivered to you prior to the 16th day of the month. Repeated lateness and/or early drop off will constitute a breach of contract and we reserve the right to withdraw your child's place in such circumstances.

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

2.m Confirm, via the Booking Form, if you wish us to provide catering services to your child and on what days you want these catering services to be provided. We shall charge you a fee for each meal we provide (calculated in accordance with the Fee Sheet) which will be applied to your next monthly invoice if you are an existing customer of our other clubs or in advance of your child's start date if you are not an existing customer of our other clubs. Your choice of catering services may only be changed and/or amended by you providing us at least one week's written notice.

2.n Where you do not choose for us to provide a catered lunch service, provide a packed lunch for your child for each day they attend the club. Where you do not choose for us to provide a catered breakfast, you may provide a packed breakfast for your child if you wish. We do not provide a catered tea service at the Holiday Club, but you are welcome to provide a packed tea for your child. Packed meals must comply with our healthy eating policies and ethos. If we are required to provide catering services to your child as a result of your failure to provide packed meals, we shall charge you a fee for each meal we provide which will be applied to your next monthly invoice if you are an existing customer of our clubs or on presentation of our invoice if you are not an existing customer of our other clubs. We reserve the right to terminate this agreement immediately in the event you repeatedly fail to provide your child with packed meals when required.

**3. Payment:**

3.a All fees must be paid in advance if you are not an existing customer of our other clubs.

3.b If you are an existing customer of our other clubs, an invoice will be raised for any holiday club sessions and is payable in accordance with clause 1.a.

3.c Invoices must be paid on time and by BACS or childcare vouchers/tax credits and referenced with your child's name and invoice number.

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

**4. Termination:**

4.a This agreement comes into effect at the point at which we confirm in writing that your child has a space in the club and you have confirmed your acceptance of these terms, and shall automatically terminate on completion of the club. You have the right to change your mind and cancel this agreement at any point in its first 14 days by providing notice in writing to the Settings Manager. Should you cancel within this 14 day window, we shall refund any pre-paid fees for our services not performed. However, if during this 14 day window, on your request, we provided services to you, you are obligated to pay for these services. If any refund is due to you we will pay this within 14 days of you telling us you have changed your mind. The refund will be made by the same method that you used for payment to us. We do not charge a fee for the refund.

4.b In addition to your right to change your mind under clause 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 leader.

4.c. Your child's space is at risk if you fail to comply with this agreement. We may suspend and/or immediately end this agreement if:

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

4.c.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.c.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 themselves, our staff or any of the other children at the holiday club.

4.c.e We take the decision to close the holiday club permanently or for a prolonged period of time. We will give you as much notice as possible of such a decision.

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4.d You may immediately end this Agreement if:

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

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

**5. Employment of Staff:**

5.a You agree that, during this agreement, you (directly or indirectly) shall not:

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; or

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.

**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 <https://eyenursery.co.uk/policies-and-procedures/> alternatively we hold a hard copy on file in the holiday club.

We may update this notice at any time but if we do so, we will provide an updated copy of this notice as soon as reasonably practical.

It is important that parents read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you and/or your child and are aware of how and why we are using such information and what your rights are under the data protection legislation.