



## Holiday Care Regulations, Terms & Conditions

1. These Terms and Conditions are necessary in order to maintain our high standards and to ensure children derive the maximum benefit from their attendance at Ashbridge Holiday Care. We reserve the right to change or amend these at any time.
2. References to “us”, “we”, “Ashbridge”, “Ashbridge School”, “school” or “Holiday Care” in these Terms and Conditions shall mean Ashbridge School Limited a private limited company incorporated under the laws of England & Wales with company registration number 03695177 and whose registered office is Ashbridge Lindle Lane, Hutton, Preston, Lancashire, PR4 4AQ and the term “our” shall be construed accordingly (i.e. that which belongs to Ashbridge School Limited).
3. References to you in these Terms and Conditions shall mean you the parent, parents, legal guardian or legal guardians of the child named in the Holiday Care Enrolment Form section of these Terms and Conditions and the term “your” shall be construed accordingly.
4. Any reference to “in writing” shall include email.
5. These Terms and Conditions consist of the above Holiday Care Enrolment Form, the terms and conditions set out herein and any of the school’s policies and procedures which are in place from time to time.
6. AGE OF ADMITTANCE/ATTENDANCE/ OPENING HOURS/TIMES
  - Our Holiday Care service welcomes children of primary school age, 4-11 years. Places are subject to availability with the minimum booking being one full day.
  - Holiday Care operates Monday to Friday during all of Ashbridge School’s holidays inclusive of half terms, Summer, Winter and Spring. We close only for Bank Holidays. Our opening hours are 7:00am to 6:00pm.
  - Attendance is recorded when children arrive and leave and parents/guardians need to inform us if a child is to be absent for any reason.
  - Early drop off and late pick up charges apply at a cost of £5 for every 15 minutes. For example:
    - 18:01 – 18:15 - £5
    - 18:16 – 18:30 - £10 etc
7. REGISTRATION, FEES AND PAYMENT
  - A non-refundable registration fee of £25 is required to secure a place which will be deducted from the first invoice.
  - Children can be registered by fully completing and returning Holiday Care Enrolment Form. Places may be booked in advance by completing a Holiday Care booking form obtained from school. Fees are due and payable at the latest a week in advance by cheque, vouchers, tax free childcare, bank transfer or direct debit.
  - Our fee for the academic year 2021-2022, which is inclusive of all care, meals, snacks, activities and visits is £33 per day.
8. MEALS AND SNACKS
  - A healthy, no added sugar, nutritionally balanced menu is offered to all children and all food is prepared on the premises. Copies of menus are available and special arrangements can be made to accommodate individual dietary requirements on medical or religious grounds only, in consultation with parents.
  - Children attending for a full day are offered an early morning snack, lunch and afternoon sandwiches.
  - Food and drink, apart from water, must not be brought into Holiday Care.
  - We reserve the right to not offer a place at the Holiday Care if it feels it cannot meet a child’s dietary needs.
9. SICKNESS AND MEDICATION
  - It is not our policy to administer medicines to children. However, if requested to do so by parents/guardians we will administer prescription medications wherever possible but reserve the right to refuse a request to administer medicines whilst a child is in our care. No non-prescription medicine is to be brought into Holiday Care. If it is agreed that medication may be administered, a signed form must be completed by the parent/guardian confirming authorisation (please see our Medical Needs policy for further information).
  - Children with certain illnesses or conditions must not attend Holiday Care for the time stated in the Medical Exclusion Times Policy, available on the website. Specifically, children with sickness and/or diarrhoea must remain at home until 48 hours after symptoms have passed. For any illnesses requiring government intervention, their guidance must be followed at all times.
  - If a child becomes sick during attendance, we reserve the right to call for emergency assistance if necessary and remove them from Holiday Care in order for them to be taken to hospital. Permission for this is requested on the enrolment form.
  - If a child has an accident whilst attending, a record is made and parents/guardians or those designated to collect the child are informed. Full details of accident procedures are enclosed within the Holiday Care information pack.
10. WITHDRAWALS
  - A child’s place may be withdrawn if Holiday Care decides (acting reasonably) that it cannot continue to adequately provide for and meet a child’s particular special educational, learning or developmental needs. In such circumstances all fees due up to and including the date the child leaves Holiday Care will be payable.



#### 11. SAFEGUARDING AND CHILD PROTECTION

- The school has a duty of care to all children and act in accordance to national and local safeguarding and child protection procedures. Where we have reason to believe that a child may be at risk, we have a duty to refer this to the appropriate authority. This is clearly defined within the company safeguarding policies and permission to share information in such circumstances is requested on the enrolment form.

#### 12. PERSONAL PROPERTY, VALUABLES AND BELONGINGS

- All property and clothing should be clearly marked with the child's name.
- For safety and security children should not bring valuables or money at any time unless specifically requested, including any mobile devices.
- We do our utmost to take care of children's belongings but regret that no responsibility can be accepted for them.

#### 13. CAR PARKING AND SAFETY

- Parents may use the customer car parks but are requested to drive slowly at no more than 5mph and with caution, especially when parking or setting off. If parking away from the premises, consideration should be shown to ensure the safety, comfort and convenience of neighbours.
- All vehicles are parked at owner's risk and the school accepts no responsibility for loss or damage to vehicles or contents whilst on our premises.
- Please note, before children arrive or after they are collected from staff, parents/guardians or designated persons are responsible for their safety and children must be carefully supervised. Gates and doors must be closed after passing through.

#### 14. OUTINGS OFF THE PREMISES

- Occasionally we may wish to take children off the premises for visits. Due care and attention is given to risk assessment safety. Permission for such outings is requested on the enrolment form. Further details will also be issued at the time.

#### 15. CONTACT DETAILS

- Full details of parent/guardian addresses, places of work, contact numbers and email addresses must be supplied before a child may attend.
- Details of any changes in circumstances or person/contact information must be provided immediately in writing.

#### 16. CANCELLATION OF A PLACE

- To cancel a Holiday Care place, notice in writing must be given to the school by no later than noon on the Friday of the week preceding the week for which the cancellation is to apply and if such notice is not given full fees for the dates booked will be due.

#### 17. SCHOOL POLICIES AND PROCEDURES

- You agree to adhere to all of the school's policies and procedures in place from time to time including but not limited to:
  - Medical Exclusion Procedures
  - Diversity and Equal Opportunities
  - Business Disruption and Critical Incident Policy and Plan
  - Admissions Policy and Procedures
  - Behaviour Management Policy and Procedures
- To this extent we advise you to read and understand the policies and procedures which can be found on the school's website. Please note the school reserves the right to amend its policies and procedures whenever and however it deems appropriate.

#### 18. FORCE MAJEURE

- If the Holiday Care is closed due to circumstances occurring which are beyond our reasonable control including but not limited to:  
acts of God, flood, drought, earthquake or other natural disaster;  
epidemic or pandemic;  
terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;  
nuclear, chemical or biological contamination or sonic boom;  
any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or  
collapse of buildings, fire, explosion or accident,  
then all fees which Holiday Care at its sole discretion deems payable for the delivery of the service will be payable. Please refer to the school's Business Disruption and Critical Incident Policy and Plan for practical guidance should such an event occur.

#### 19. WAIVER

- A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- A failure or delay by the school to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### 20. SEVERANCE

- If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- If any provision or part-provision of these Terms and Conditions is deemed deleted we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

#### 23. ENTIRE AGREEMENT

- These Terms and Conditions constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

#### 24. ENTIRE AGREEMENT

- These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### 25. JURISDICTION

- You and we irrevocably agree with each other that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.