

# Terms & Conditions

Effective from 1<sup>st</sup> April 2022.

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Please read the Terms & Conditions carefully *before* completing your online booking request. If you have any questions regarding our Terms & Conditions, please contact the Management team.

Any reference to 'parent', 'parents', 'family' or 'families' refers to adults aged 16 and over, with a legal responsibility - or acting as the guardians - to the child/children and/or responsible as bill payers.

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## 1. Registration

- a. Parents will need to create an online account where they can register their child/children and manage their bookings.
- b. Parents will need to create a password for their online account. For security purposes, parents should not share their password with anyone, including OSCAHS staff.
- c. Parents must complete all sections of the online registration/child forms before their child/children can attend OSCAHS.
- d. Parents will need to confirm that they have read our Terms & Conditions and Privacy Notice by ticking the confirmation box when completing the registration/child form and/or when booking.
- e. By ticking the box to confirm you have read our Terms & Conditions and Privacy Notice, you are agreeing to all articles mentioned in the Terms & Conditions and Privacy Notice.
- f. Parents will be unable to register and/or book with us if they do not agree to the Terms & Conditions and/or Privacy Notice.
- g. By completing the registration/child form, you are accepting responsibility for ensuring childcare fees are paid as outlined within these Terms & Conditions.
- h. We will refuse entry to any child who does not have a completed registration details.
- i. A non-refundable registration fee of £20.00 per family is required to register with OSCAHS, which will be applied to your first booking.
- j. OSCAHS will confirm receipt of your child's registration and/or booking by email within 48 working hours' of completing the online registration process.

## 2. Bookings & sessions

- a. Parents are required to complete their booking online. A place is reserved for your child on the day(s)/session(s) you have booked. Parents can manage their bookings by accessing their online account.
- b. A booking confirmation email will be sent to parents upon approval. Bookings are approved subject to availability.
- c. Costs and fees can be found when booking online. Costs are available prior to finalising their booking.
- d. OSCAHS operates a "first come, first served" booking system, with a priority given to siblings.
- e. By submitting a booking request, parents are acknowledging and accepting the terms and condition as outline herein.
- f. Breakfast Club is open from 07:30 until the start of the school day.
- g. After School Club is open from the end of the school day until 18:00.
- h. Holiday Club operates from 08:00 to 18:00. Bookings can be made on the following basis: Half-Day session (08:30 – 13:00 or 13:00 – 17:30), School Day session (08:45 – 15:15), Standard Day session (08:30 – 17:30) and Extended Day (08:00 – 18:00) session.
- i. Parents can book sessions online with a minimum of three hours' notice. This depends on availability. Parents wishing to book a session with less than three hours' notice must contact the Club directly.
- j. Parents may book term time sessions at a maximum of one academic year (September to July) at a time.
- k. When the host school closes earlier than usual, OSCAHS will also finish earlier than usual. We will endeavour to provide three hours of childcare. For example, if the host school closes at 14:00, OSCAHS will provide a service from 14:00 to 17:00. Children must be collected by the revised closing time. Wherever possible, early closures will be confirmed to parents at least one week prior to the date.
- l. Our definition of a "regular booking" refers to childcare arrangements made on a long-term basis. This is a minimum of four consecutive weeks' and a maximum of one academic year. The place is reserved for your child on the days/sessions required for the period selected when booking online.
- m. Our definition of an "ad-hoc booking" refers to one-off bookings, irregular bookings or casual bookings. For example, one week at a time. Ad-hoc bookings can be made at a maximum of four consecutive weeks' at a time. For bookings of more than four weeks, please see 2.l, for regular bookings.
- n. Our definition of "Regular bookings" and/or "Ad-hoc bookings" do not apply to Holiday Club bookings.
- o. Our Holiday Clubs are for children aged 4 and already attending Reception to 12 years .We are unable to provide childcare to children under the age of 4 and not already attending Reception School.
- p. Any changes to regular bookings require one calendar months' notice. Changes to Bookings is subject to availability.
- q. Younger siblings' will receive a 10% discount on Breakfast Club, After School Club, and/or Holiday Club bookings when all siblings are booked to attend the same session.
- r. If your child attends every Breakfast Club and every After School Club session in term time, you can choose to opt in to the Weekly Saver Deal. This is a discount of 5%. Your child *must* be booked in to attend every Breakfast & After School Club session during term time to receive the Weekly Saver Deal, and not signed up to the TIA agreement. Parents will receive the discount for siblings.
- s. Parents can opt in to our Term In Advance (TIA) payment arrangement. The TIA arrangement payments are due three times per year in advance. The TIA arrangement entitles parents to a 10% discount on their invoices. If parents opt in to the TIA arrangement, they cannot receive the Weekly Saver Deal. Parents should contact OSCAHS to request further information.
- t. Parents cannot choose both the Weekly Saver Deal and TIA discounts for their bookings.
- u. The Weekly Saver Deal and TIA arrangement discounts do not apply to ad-hoc bookings and Holiday Club bookings.

- v. If your child attends every Extended Day session in the same week/holiday club period, they are entitled to the Weekly Saver Deal. This is a discount of 10%. Your child must be booked in to attend every Extended Day session during one particular week or holiday club period.
- w. OSCAHS will not be held liable for the closure of the club due to third party action or unforeseen circumstances.
- x. Parents will not be able to book sessions online if there is an outstanding balance on their account.
- y. We do not run any Clubs on Bank Holidays and between the Christmas and New Year period.

### **3. Payments**

- a. OSCAHS accept payment debit or credit card, bank transfer, childcare voucher scheme (CCV) and Tax-Free Childcare scheme (TFC), Standing Order and/or card instalments.
- b. Parents using childcare voucher (CCV) and Tax-Free Childcare (TFC) must ensure their payment is received by OSCAHS by the agreed payment date, as stated within the Terms & Conditions. Voucher payments can take 2-5 working days to process. Bank transfer payments can take up to 5 working days to process.
- c. OSCAHS do not accept payment by cash or cheque.
- d. For term time bookings of more than a 30-day period, parents can request a monthly payment plan. The payment plan will divide the total invoice amount into a set number of regular monthly instalments for the duration of the booking. Instalments on a payment plan will be due on the twenty-eighth of each month.
- e. Parents wishing to pay by debit or credit card must do so within 2 hours of booking online. If payment is not received within two hours, the booking will be automatically cancelled.
- f. Holiday Club payments are due two weeks before the start of the booked Holiday Club period. For booking requests approved within the two weeks prior to the start of the Holiday Club period, or bookings approved during the Holiday Club period, payment is due immediately to secure the place.
- g. Payment for all bookings is due at the time of booking or by the date as stated within the payment plan.
- h. Fees are strictly payable regardless of attendance.
- i. Parents can view their current statement of their account at any time by accessing their online account.
- j. We reserve the right to take legal action to recover the costs of outstanding childcare fees.

### **4. Invoices & Additional Charges**

- a. Invoices are automatically issued when parents book online.
- b. Invoices for bookings of more than a 30-day period must pay monthly in accordance of the payment plan.
- c. Invoices for bookings of a 30-day period or less must make payment at the time of booking online.
- d. TIA arrangement payments are due as stated in Clause 2.s.
- e. Parents/bill payers will receive notification that fees are due 5 days before the payment due date.
- f. There is an administration fee of £5.00 for amending confirmed and approved bookings.
- g. OSCAHS can provide information for HMRC, Universal Credits and/or for other official bodies concerning childcare arrangements. However, there is an admin fee of £5.00 per letter or form. This includes bursaries.
- h. A payment reminder email will be sent to parents when they have missed their instalment. Parents/bill payers must respond immediately to avoid the booking from being cancelled.
- i. Invoices for "Ad-hoc sessions" or "one-off bookings" must be paid at the time of booking online.
- j. No charges will be made for Bank Holidays.
- k. No changes to invoices will be made once issued.
- l. A credit note will be issued for any cancelled sessions, in accordance of our Terms & Conditions for cancellations.
- m. A change of attendance may incur additional costs and may result in a new invoice being issued.
- n. You may incur a 'late collection fee' of £0.50 per minute for the first fifteen minutes, and £1.00 for every minute thereafter, should your child be collected after closing time or by the agreed collection time.
- o. We will endeavour to give you one calendar month's notice before any fee increases. If you do not wish to pay the increased price, you may end the agreement with one calendar months' written notice to withdraw your child from OSCAHS.

### **5. Cancellations, Closures & Termination**

- a. Parents with regular term time bookings must provide at least one calendar months' notice to cancel all their child's bookings or sessions. Parents must cancel their child's place by providing written notice. Written notice includes email communication. Parents are liable for all fees for this period and any outstanding balances regardless of attendance.
- b. Parents with regular term time bookings wishing to cancel the occasional session from time-to-time are still required to pay for any sessions regardless of attendance. This is because the place is exclusively reserved for their child, and the place cannot be offered to another child or family.
- c. Parents may cancel ad-hoc sessions with 48 hours' notice *before* the first booked session. Parents must contact OSCAHS to arrange a credit note.
- d. Parents may cancel Holiday Club sessions with two weeks' notice. Parents must contact OSCAHS to arrange a credit note. Payment is required where the notice to cancel sessions is less than two weeks from the start of the Holiday Club period.
- e. Any threatening/aggressive behaviour from parents/carers towards OSCAHS staff, children, visitors or other parents etc. will result in the parent/carer being excluded from the club/site. This may include the exclusion of the child.
- f. If OSCAHS closes, we will endeavour to give parents at least one month's notice
- g. You may terminate the agreement if we have breached our obligations under the Terms and Conditions.
- h. We reserve the right to terminate your child's place, with 48 hours' notice, at our Club if:
  - I. Any childcare fees are outstanding,
  - II. Childcare fees are continually paid late,
  - III. The child is persistently collected after closing time or by the agreed collection time
- i. We reserve the right to take legal action to recover the cost of outstanding fees
- j. In the event of emergency closure, OSCAHS may not open or may close earlier than usual and you will be informed as soon as possible of the closure.
- k. OSCAHS will not be held liable for the closure of the club due to adverse weather, third party action or unforeseen circumstances
- l. If your child is attending a residential trip organised by the school, please inform your child's Club by giving at least two weeks' written notice. Parents who provide OSCAHS with at least two weeks' written notice are exempt of paying fees for the period in which their child is absent from OSCAHS due to the residential school trip. The exemption is not applicable for school day trips.
- m. OSCAHS do not give any refunds. Any credit is held on account and applied to future bookings

### **6. Arrivals & Departures**

- a. Playworkers are responsible for signing in your child and recording the time of their arrival to the Club.

- b. Parents or the nominated person must sign out their child from the Club upon their collection. Our electronic register will automatically record the time of collection from the Club.
- c. Children cannot arrive earlier than the stated opening time of the Club.
- d. Children must be collected by the Club's closing time or the agreed collection time.
- e. For your child's safety, we recommend you or a named person accompanies your child upon arrival to the Breakfast Club, or Holiday Club, to ensure a Playworker is aware that your child has arrived and to provide you with any updates on the day's session.
- f. Your child will only be released to you or a person named on the booking system. Under no circumstances will your child be released to any person that has not been specified by you.
- g. Your child will, under no circumstances, be released to any person who is under the age of 16.
- h. Unknown collectors will require photo ID and the collection password to enter the Club and/or collection purposes.
- i. Parents must create a collection password upon registering and booking at OSCAHS.
- j. Parents must notify the Club if they will be late collecting their child. If the Club is not informed, the *Uncollected Children* policy will be followed.
- k. Only children over the age of ten may leave the Club alone at the end of the session if the Club has discussed this with the child's parents/carers and has received their written consent.

## 7. Absences & Illness

- a. If your child is absent, you should notify OSCAHS at least 30 minutes prior to the club's opening time.
- b. If you suspect that your child has an infectious or communicable disease you must notify the Club as soon as possible.
- c. No child with an infectious or communicable disease may attend the Club until fully recovered. We will follow any Health Guidance on infectious disease and exclusions period (a copy of which can be found at the club.)
- d. If your child becomes ill while at the club, you will be contacted and, should it be necessary, medical attention will be sought.
- e. Any child who has been vomiting and/or has diarrhoea must not return to the club until 48 hours after the last bout of the illness
- f. All absences will be charged at the full rate. However, in the event of a long-term illness that results in more than two consecutive weeks' absence, please contact the Management team.

## 8. Behaviour

- a. Staff will strictly follow the *Behaviour Policy*.
- b. In accordance of our **Suspensions and Exclusions Policy**, we reserve the right to suspend and/or exclude any individual who persistently behaves in an unacceptable manner.

## 9. Data Protection

- a. We comply with the requirements of the General Data Protection Regulation 2018 (GDPR), regarding obtaining, storing and using personal data.
- b. For security reasons, parents are advised not to share their online account password.
- c. The items of personal data that we keep about individuals are documented on our personal data matrix. The personal data matrix is reviewed annually to ensure that any new data types are included.
- d. The information you provide us will be processed electronically for administrative purposes and is subject to the terms of the GDPR.
- e. We will only share child information with outside agencies on a need-to-know basis and with consent from parents, except in cases relating to safeguarding children, criminal activity, or if required by legally authorised bodies (e.g. Police, HMRC etc.). If we decide to share information without parental consent, we will record this in the child's file, clearly stating our reasons.
- f. Some limited personal information is disclosed to authorise third parties we have engaged to process it, as part of the normal running of our business. (e.g. online bookings and accounting purposes). Any such third parties comply with the strict data protection regulations of the GDPR.
- g. In the interest of your child's safety and wellbeing, OSCAHS may work closely with your child's school or school's teacher to ensure your child's needs are met.
- h. Parents can ask to see the information and records relating to their child, and/or any information that we keep about themselves. We will make the requested information available as soon as practicable, and will respond to the request within one month at the latest.
- i. Parents can also ask for the data to be deleted, but please note that we will not be able to continue to care for your child if we do not have sufficient information about them. Even after your child has left our care, we have a statutory duty to retain some types of data for specific periods of time. Therefore, OSCAHS cannot legally delete everything immediately. If you would like more information on the data we are legally obliged to hold, please speak to the Management team.

## 10. General

- a. We are registered with OFSTED. We will always display our OFSTED Registration certificate and insurance certificate
- b. We have a legal duty, under the Children's Act 1989 and Childcare Act 2006 to report any suspicion of suspected child abuse and/or neglect.
- c. Late collections may result in the Uncollected Child policy being implemented. If OSCAHS is unable to contact the child's parents or carers 30 minutes after closing time, or the agreed collection time, the manager will contact Surrey Children's Single Point of Access (SPA) team for advice.
- d. We adhere to the OFSTED Welfare Requirements and Playwork Principles at all times
- e. OSCAHS operates a child/adult ratio in accordance to OFSTED guidelines. There will always be a minimum of two staff members during operational hours.
- f. OSCAHS is a play-based setting, where children develop their interests through play. OSCAHS staff are known as Playworkers and are advocates for children's play.
- g. OSCAHS do not operate a homework club service. We cannot be held responsible for ensuring children have started or completed homework set by their school.
- h. For the safety and well-being of children, parents must provide OSCAHS with a minimum of two emergency contacts
- i. Children can choose whether or not they wish to participate in activities provided by OSCAHS.
- j. A healthy breakfast is provided at our Breakfast Club from 07:30 to 08:20. Your child may have two portions for their breakfast. Children arriving after 08:20 can have a piece of fruit.
- k. A light, healthy afternoon snack is prepared and made available to children from 15:30 to 16:00. In winter months, snack will be made available from 16:00 to 16:30 to enable children time to play outdoors before sunset. Please note: a snack is not intended to replace a meal.

- l. OSCAHS will never force a child to consume food or drink against their will.
- m. We are a "nut-free" Club. Nut-based products are not permitted to our Club.
- n. Your child will have a key person during their time at OSCAHS Ltd
- o. If your child is within the Early Years Foundation Stage (EYFS), we will ask you to complete an "All About Me" form.
- p. The welfare of your child is paramount to OSCAHS and staff are there to support you and child wherever possible.
- q. If you have any concerns about the service we provide for your child, please discuss this initially with your child's key person. Alternatively, you can speak to management who will endeavour to investigate and correct any issues you may have.
- r. Any parent or carer can submit a complaint to Ofsted about OSCAHS at any time. Ofsted will consider and investigate all complaints. Ofsted's address is:  
**Ofsted, Piccadilly Gate, Store Street, Manchester, M1 2WD**  
 Telephone:  
**0300 123 1231** (general enquiries)  
**0300 123 4666** (complaints)
- s. Please update any changes (such as a change of address or contact numbers) by accessing your online account/booking system. It is extremely important that OSCAHS hold the most up to date and current information for you and your child.
- t. Please inform OSCAHS staff and update your online account of any changes to your child's needs, such as dietary requirements.
- u. Parents and visitors are not permitted to use their mobile phones or other devices that can take and store photographs.
- v. If your child has a mobile phone, they must inform a Playworker so it can be safely and securely stored until collection.
- w. If OSCAHS is closed due to adverse weather conditions or third party action, parents will be notified as soon as possible. For term time bookings, parents should also take advice and listen to updates from their child's/children's school(s) in regards to school closure.
- x. We cannot take responsibility for the loss or damage to any personal belongings brought into the club.
- y. Our policies and procedures form the foundations to our Terms & Conditions. We advise parents/carers to read our policies and procedures, copies of which can be obtained from the Club.
- z. Terms and Conditions are subject to review and notice of any changes will be confirmed in writing.

#### **11. Staff are:**

- a. Vetted using the Disclosure & Barring Services (DBS). All staff hold an enhance disclosure.
- b. Expected to provide at least two references before starting their role.
- c. Expected to successfully complete a three-month probationary period.
- d. Trained, or are working towards a qualification, in the field of Playwork and/or childcare. We take the safety and welfare of all children in our care very seriously and provide a thorough recruitment process to ensure we recruit suitable staff.
- e. Advocates of Playwork and children's play. Our staff are known as Playworkers.
- f. Committed to continued personal and professional development.
- g. Committed to safeguarding the children in their care.

#### **12. Equal Opportunities**

- a. We operate an *Equal Opportunities Policy*.
- b. We follow the rules and requirements of the following list of Acts and Codes of Practice:
  - i. Children Act 1989 and 2004
  - ii. Childcare Act 2006
  - iii. Race Relations Act 1976
  - iv. Sex Discrimination Act 1975 and 1986
  - v. Equal Pay Act 1970
  - vi. Disabled Persons Act 1986
  - vii. Disability Discrimination Act 1995
  - viii. Human Rights Act 1998
  - ix. Education Act 1993
  - x. Special Educational Needs Code of Practice
  - xi. Race Equality Act 2000
  - xii. Human Rights Act 2000
  - xiii. Equality Act 2010