

## Terms and Conditions

### Registration

- All parents/carers must complete our online registration form before a child can be accepted at a **PH ActiveEd setting**. Registration must be done directly on our website <https://phactiveed.childcare-online-booking.co.uk>
- **PH ActiveEd** must be notified of any changes in registration details, as soon as possible, in writing by the parent/carer.
- **PH ActiveEd** must be notified if your account is no longer in use. Please email [bookings@phactiveed.co.uk](mailto:bookings@phactiveed.co.uk) with this request and we'll make your account inactive and remove you from our mailing list.  
Accounts will automatically be deactivated after 18 months of inactivity.

### Booking Sessions

- All sessions requested by parents/carers are subject to availability.
- All sessions booked must be paid for at the time of booking. If paying with childcare vouchers or tax-free childcare vouchers, payment must be made termly in advance.
- There is an outstanding balance cap of £400. Further sessions cannot be booked once an account has reached this balance.
- Parents/carers may consider a booking as being accepted even if not paid for but will be liable to pay the full amount. By booking and using a session you are hereby committing to full payment.
- Booking deadlines may vary depending on the club/venue. If you would like to confirm the booking deadline for your child's club, then please contact us (01225 701830).
- Failure to book your child onto a club before attending a session will result in a £2.50 penalty charge in addition to the normal session cost.
- School children who remain at the school/club uncollected beyond the pick-up time will be cared for whilst their parents are contacted to collect them. The parent/carer will incur a late fee, please see below under 'Penalties for Late Collection'.
- Bookings may be cancelled or changed up to 24 hours before the session start time – changes may not occur after this time and will not be credited or refunded. Termly and course/block bookings can be cancelled but will not be credited or refunded.
- **PH ActiveEd** will credit all fees charged if the club is forced to close due to unforeseen circumstances.

## **Expiration of Unused Credits**

Account credit that remains unused for a continuous period of 18 months from the date of your last booking receipt will expire and be removed from your account.

## **Wraparound after-school clubs**

- The cut-off time for wraparound after-school club care will be 12 noon on the day of the session.
- In the event that we have 0 bookings at this time for a particular session, this session will not run. Providing there are children already booked onto a session, emergency late bookings can still be made over the phone.
- Sessions booked over the phone after will incur a £2.50 admin fee, this is to cover the time of admin processes. (After taking a booking, PH ActiveEd must call the school to inform them of the extra booking so they can adjust their lists and distribute the information to the teachers. We also contact the staff on-site to ensure they know that your child will be staying).

## **Breakfast clubs**

- The cut-off time for breakfast club bookings will be 07:15 on the morning of the club.
- In the event that we have 0 bookings for a breakfast club at 15:00 one working day before, bookings will be closed, and no member of staff will attend to deliver the club.

## **Responsibility for attendance**

It is the parent/carer's responsibility to:

- Ensure that their child(ren) arrives on time at any breakfast club, and is signed in accordingly.
- Ensure that their child(ren) is aware that they will be attending any session.
- Notify the school & **PH ActiveEd** if there are late changes made to their child(ren)'s club attendance on that day.

## **Penalties for Late Collection**

- It is the responsibility of all parents/carers collecting children to do so promptly by the end of the session. Failure to do so will expose the parent/carer to the payment of a financial penalty and will constitute a breach of the terms and conditions, entitling **PH ActiveEd** to exclude the child from subsequent sessions.
- A late collection fee will be applied to your booking at a rate of £2.50 for every 5 minutes they are late. If an additional session follows your child's booking, then

PH ActiveEd, Unit 2, Venture House, Avro Way, Melksham, Wiltshire, SN12 6TP

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they shall be added to the following session, the cost of which will be payable in full (no late collection fee will apply).

- The parent or carer will be informed that penalty fees will have to be charged (unless the delay was genuinely unavoidable).
- This penalty charge must be paid before any future **PH ActiveEd** bookings.
- Where the penalty is outstanding and further sessions have been pre-booked and paid for by the parent/carer, **PH ActiveEd** reserves the right to exclude the child from the club, until the penalty is paid, without issuing a refund for sessions unattended.

### **Responsibility for Payment**

- The responsibility for payment of all fees, charges and penalties always lies with the person who has made the booking.
- Failure by **PH ActiveEd** to make a written or verbal request for payment of fees does not constitute an excuse or reason for late or non-payment under any circumstances.
- Failure to settle all fees and/or penalties when due may result in the club taking action (including legal action) to recover any outstanding sums.

### **Childcare Vouchers, Tax-Free Childcare & Other Payment Types**

- Other payment types will be credited to individual accounts only when the funds have been received by us. Please note that many Childcare Voucher Providers take up to 7 days to allocate these funds to the provider, therefore you must allow 14 days for this credit to be transferred across to your account.
- **PH ActiveEd** are registered with several Childcare Voucher Providers - a list is available on our website.
- If you intend to use a Childcare Voucher Provider, which is not currently registered with us, please email us with the voucher provider's information and your child's school/camp so that the setting can be registered. Bookings will need to be paid for by card until this registration process is complete.
- Childcare vouchers and tax-free childcare payments can only be used at Ofsted registered settings and cannot be used for payment of extra-curricular sports clubs.
- To see a full list of our OFSTED registrations please visit
  - PH ActiveEd - <https://reports.ofsted.gov.uk/provider/49/2638440>

### **Grounds for Exclusion**

- Any child who has suffered from diarrhoea, sickness, high temperature/fever, conjunctivitis or any contagious disease must be kept

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away from the Club for a period of 48 hours after such condition has ceased.

- Should any child suffer from any of the above whilst at the Club, the staff will contact the parent/carer and ask them to collect the child as soon as possible.
- Other grounds for exclusion are persistent poor behaviour on the part of the child or the parent/carer, (which includes, but is not limited to, bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, dishonesty, disobedience and deliberate damage to property), or non-persistent incidents of particularly serious behaviour (for example those which endanger children or staff) or where a parent/carer is in breach of any of our terms and conditions.
- Refunds will not be made if children are excluded on the grounds set out above.

### **Reservation of Rights**

- **PH ActiveEd** reserves the right to exclude a child or family from attending the Club or to refuse to accept registration at its sole discretion.
- **PH ActiveEd** reserves the right to close the club on the grounds of staff shortage, unavailability of facilities, or for any other reason, which in its reasonable opinion necessitates closure. Reasonable notice will be given where possible.
- **PH ActiveEd** reserves the right to change these terms and conditions at any time.

### **Legal: Waivers, Exclusions and Jurisdiction**

- No failure or delay by PH ActiveEd in exercising any of its rights or remedies shall prejudice or affect its ability to do so unless it has provided a specific waiver or release in writing.
- These terms and conditions are governed by English law and subject to the jurisdiction of the courts of England and Wales.
- PH ActiveEd shall not be liable for any direct or indirect loss suffered by parents/carers as a result of club closures under the terms of the agreement, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.
- PH ActiveEd accepts no liability for the administration of medicine in accordance with parents/carers written instructions. Medicines will not be administered in the absence of written instructions.

- In accordance with PH ActiveEd/Camp’s Health Policy, PH ActiveEd accepts only medication, which is prescribed, in original packaging including the pharmacy label which indicates the child’s name.
- PH ActiveEd accepts no liability for loss or damage (including consequential loss) to property brought to club premises caused by the actions of children or third parties or for accidental damage caused by club staff.
- PH ActiveEd accepts no liability for loss or damage (including consequential loss) to property brought to club premises caused by the actions of children or third parties or for accidental damage caused by club staff.
- PH ActiveEd accepts no responsibility for injury caused from pre-existing medical conditions which are not notified to the club.

### Information Sharing and Collaboration with School

- PH ActiveEd will, where appropriate, request information from school on a child if it deemed necessary for us to either ensure we can meet the child’s needs or to safeguard the child or other children attending the wraparound club or holiday camp. This information may include; but is not limited to: A child’s SEND needs, support received in school, behavioural incidents or information that will help ensure we can safeguard the child or other children. Through agreeing to these terms and conditions, parents / guardians agree to this two-way information sharing process \*1
- As PH ActiveEd use school premises as an external 3rd party provider, PH ActiveEd hold the ‘primary duty of care’ to any child attending their provision

Footnote \*1 - Parents / Guardians should be aware that PH ActiveEd specifically work within the guidance that states: ‘Data protection legislation (the Data Protection Act 2018 (the DPA 2018) and UK General Data Protection Regulation (UK GDPR)) **Does Not** prevent the sharing of information for the purposes of safeguarding children, when it is necessary, proportionate and justified to do so. In fact, data protection legislation provides a framework which enables information sharing in that context. The first and most important consideration is always whether sharing information is likely to support the safeguarding of a child’.

This policy was adopted by: PH ActiveEd	Date: 18/02/2025
To be reviewed: 17/02/2026	Signed: Hayley Collins