

# NOFOLK HOUSE SCHOOL

## HOLIDAY CLUB TERMS AND CONDITIONS

### 1. Terminology

- 1.1. **Parental Responsibility:** means legal responsibility for the Child.
- 1.2. **Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.3. **Child:** means the child named on the Enrolment Form. The age of the Child will be calculated in accordance with British custom.
- 1.4. **School or We or Us:** means Norfolk House School Limited trading as Norfolk House School as now or in the future constituted (and any successor).
- 1.5. **Week:** a period of five consecutive days from Monday to Friday falling on the dates specified in the Enrolment Form.

### 2. Enrolment

- 2.1. **Legal Contract:** a legally binding contract is formed on these terms and conditions together with:
  - 2.1.1. the Enrolment Form; and
  - 2.1.2. the Payment Form.
- 2.2. **Availability:** the Holiday Club will be open between 8.00am and 4.30pm on the dates specified in the Enrolment Form.
- 2.3. **Minimum Booking Period:** the minimum period which may be booked is a single Week.

### 3. Fees

- 3.1. **Payment:** the Parents jointly and severally agree to pay the Fees which apply to the Week or Weeks booked directly to the School in advance of the date on which the first Week is due to commence.
- 3.2. **Methods of payment:** the School accepts payment by BACS, credit or debit card, childcare vouchers or cheque. It does not accept payment in cash.
- 3.3. **Refund or waiver:** save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived:

- 3.3.1. if you cancel the booking fewer than 7 days prior to the date on which the Week is due to commence; or
- 3.3.2. if the Child is absent through illness; or
- 3.3.3. if a Force Majeure Event occurs which prevents the Holiday Club from taking place, such as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation; or
- 3.3.4. if the School is temporarily closed due to adverse weather conditions; or
- 3.3.5. for any reason other than exceptionally and at the sole discretion of the Headmistress in a case of genuine hardship.

#### 4. Operation

- 4.1. **Activity Programmes:** are subject to change in the event of unsuitable weather or other circumstances beyond the School's control.
- 4.2. **Off-site Activities:** the Parents consent to the Child leaving the School premises in order to take part in off-site activities, and travelling in the School's minibus.
- 4.3. **Sports and Other Activities:** the Parents consent to the Child participating in contact and non-contact sports and other activities. The Parents acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated.
- 4.4. **Lunch:** the School does not provide lunch. You will need to provide the Child with a packed lunch each day which does not contain nuts. The School will provide snacks and ensure that water is available throughout the day.
- 4.5. **Mobile Electronic Devices:** a Child may not have in his or her possession a mobile electronic device during the time that the Holiday Club is in session. If, in the judgment of the Holiday Club Manager, it is necessary for a Child to bring a mobile electronic device on to the School Premises, the Holiday Club Manager shall take custody of it and store it securely.
- 4.6. **Late Collection:** if You are unable to collect the Child by 4.30pm, You agree to telephone the Holiday Club Manager as soon as possible. If the Holiday Club Manager has received no communication from You by 5.30pm, We will contact Social Services to advise them that We have an uncollected child. A member of staff will supervise the Child until he or she is collected. You will be charged £1 for every elapsed minute of lateness after 4.30pm.

- 4.7. **Communications from the Parents:** communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents.
- 4.8. **Complaints:** any question, concern or complaint about the pastoral care or safety of a Child or any other matter connected to the Holiday Club must be notified to the Holiday Club Manager as soon as practicable and in accordance with the Holiday Club's Complaints Policy (a copy of which is available on the School's website).
- 4.9. **School's Liability:** unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child or the Parents or for loss or damage to property.

## 5. Pastoral Care

- 5.1. **Holiday Club Manager's authority:** the Parents authorise the Holiday Club Manager to take and / or authorise in good faith all decisions which the Holiday Club Manager considers on proper grounds will safeguard and promote the Child's welfare.
- 5.2. **Physical contact:** the Parents' consent to such physical contact with the Child:
  - 5.2.1. as may accord with good practice; or
  - 5.2.2. as may be appropriate and proper for teaching and instruction; or
  - 5.2.3. for providing comfort to the Child in distress; or
  - 5.2.4. to maintain safety and good order; or
  - 5.2.5. in connection with the Child's health and welfare.
- 5.3. **Disclosures:** the Parents must, as soon as possible, disclose to the School in confidence:
  - 5.3.1. any known medical condition, health problem or allergy affecting the Child;
  - 5.3.2. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Child;
  - 5.3.3. any family circumstances or court order affecting the Child, including the separation and divorce of the Parents;
  - 5.3.4. any concerns about the Child's safety.

- 5.4. **Confidentiality:** the Parents authorise the Holiday Club Manager to override their own and (so far as they are entitled to do so) the Child's rights to confidentiality, and to impart confidential information on a need to know basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the Holiday Club. In some cases, members of staff may need to be informed of any particular vulnerability the Child may have. The School reserves the right to monitor the Child's use of:
- 5.4.1. email;
  - 5.4.2. the internet; and
  - 5.4.3. mobile electronic devices.
- 5.5. The School's Acceptable use of Technology by Pupils Policy applies which is published on the School's website.
- 5.6. **Emergency Medical Treatment:** the Parents authorise the Holiday Club Manager to consent on their behalf to the Child receiving emergency medical treatment if after reasonable endeavours the School cannot contact either of them.
- 5.7. **Administration of First Aid:** the Parents authorise the School to administer first aid to the Child, as appropriate.
- 5.8. **Administration of Medication:** medication will only be issued by the School to the Child if it has been prescribed by a medical practitioner and in accordance with the Holiday Club's Administration of Prescribed Medication Policy (a copy of which is available on the School's website).
- 5.9. **Medical information:** The Parents agree that the School shall have the right to disclose medical information about the Child if it is considered to be in best interest of the health and welfare of the Child or other children. Such information will be given and received on a confidential, need to know basis.
- 5.10. **Medical care:** the Parents must comply with the School's recommendations which may include a reasonable decision to release the Child home or to his / her Parent(s) or legal guardian when he / she is unwell.
- 5.11. **Infectious illness:** a Child who has an infectious illness should be kept at home for the duration of their illness and for 48 hours after the last symptom has occurred.

## 6. Behaviour and Discipline

- 6.1. **Authority:** the Parents accept the authority of the Headmistress and of other members of staff on the Headmistress's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Child and the Holiday Club community as a whole. The School's Behaviour Policy applies (a copy of which is available on the School's website).
- 6.2. **Parents' Support:** the Parents agree to support the School in upholding its policies on discipline and behaviour. The Parents shall use their best endeavours to ensure that the Child will comply with the School's Behaviour Policy.
- 6.3. **Required Removal:** the Parents may be required to remove the Child permanently from the Holiday Club if, after consultation with the Parents and if appropriate the Child, the Headmistress is of the opinion that:
  - 6.3.1. the Child has committed a breach or breaches of the Holiday Club's rules or discipline for which Removal is the appropriate sanction; or
  - 6.3.2. the Parents have treated the School or members of its staff or any member of the School community unreasonably; or
  - 6.3.3. the Parents have arrived late to collect their Child on more than one occasion.
- 6.4. **Fees after Required Removal:** the School shall not waive or refund any Fees paid by the Parents following Required Removal.

## 7. Data Protection

- 7.1. **Privacy Notices:** the privacy notices for pupils and parents which are published on the School's website set out how the School uses your personal information. The Parents are asked to read these notices before signing the Enrolment Form.
- 7.2. **Photographs and Video Recordings:** the Parents consent to the school taking photographs and video recordings and using them in marketing and publicity material, including the school's website and social media platforms.
- 7.3. **Request for Confidentiality:** The Parents may ask Us to keep information about the Child confidential. For example, You may ask Us to not use photographs of the Child in promotional material. If the Parents would like information about the Child to be kept confidential they must immediately contact the Headmistress in writing, requesting an acknowledgment of their letter.

## 8. General Contractual Matters

- 8.1. **Changes:** the School may change these terms and conditions from time to time to reflect changes in the law or in custom and practice at the School. The Parents will be provided with a copy of any revised terms and conditions before any changes take effect.

- 8.2. **Consumer Rights:** care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
- 8.3. **Third Party Rights:** only the School and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 8.4. **Interpretation:** these terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 8.5. **Jurisdiction:** this contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.