



TERMS AND CONDITIONS OF CAMP CANARY LIMITED

PARENT/CARER CONTRACT

All child information forms must be completed in full, signed and returned either by email or hard copy to Camp Canary Ltd.

<https://campcanary.wufoo.eu/forms/child-information-form/>

Policies and Procedures

Our complete policies and procedures are available on the Parents Information area of our website www.campcanary.co.uk. (Currently under construction)

Fees

All fees must be paid before or on day/s of use failure to pay fees will result in your child/ren not attend Camp Canary Ltd.

Termination/Cancellation

If a cancellation is made after the booking has been placed, your fees will be forfeited or may be put to further holiday dates at the Manager's discretion.

Waiting List

All bookings are accepted on a first come, first served basis. If we have a waiting list for a particular day then the child's name and date they booked are added to the waiting list. When a space becomes available the person at the top of the list will be contacted first. If your child is on the waiting list we will contact you regularly to let you know your position on the list.

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Behaviour Management/Exclusion

Camp Canary have a system of rewards (see behaviour policy) however we reserve the right to ask you to withdraw your child with immediate effect or refuse any child without notice in the event that the child is considered to be continually displaying inappropriate behaviour.

Where appropriate, all efforts to work with families will be made before such action is taken.

Grounds for Exclusion

Persistent poor behaviour on the part of the child (which includes, but is not limited to, bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, dishonesty, and deliberate damage to property), or non-persistent incidents of particularly serious behaviour (for example which endangers children or staff)

The staff will record poor behaviour in the incident book. Regular recorded incidents may result in a temporary or permanent exclusion at the discretion of the manager.

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.

In case the above happens during the period that the club is active / during the day transport home will be the responsibility of the parent and no refund/credit will be available.

Allergies, Asthma, Medical conditions

Parents/guardians must inform the club immediately if their child has/develops an allergy, asthma or a medical condition and to provide

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the club with full information regarding the condition and treatment. An emergency medicines form must be completed and training must be given.

Accident/Illness/Medication

Camp Canary reserves the right to administer basic first aid and treatment when necessary. Parents/guardians will be informed of all accidents and required to sign our accident record forms. If we are unable to contact the Parent/guardian, Camp Canary is hereby authorised to act on their behalf and administer necessary treatment, as agreed by signing the Confirmation of Acceptance in the application form. Every effort will be made to contact parents/guardians before we act on the above procedure.

It is the policy of Camp Canary not to administer any medication, unless prescribed by a doctor and full instructions given as stated in our administration of medication policy. (See policy)

Parents are requested to inform the club if there is any childhood ailment or illness. No child can be accepted to Camp Canary with Diarrhoea, vomiting or any other infectious illness. 48 hours must have elapsed after the diarrhoea or vomiting has stopped before the child can be readmitted to the breakfast or after school club or holiday play scheme. Parents will need to produce a GP note or produce a letter stating when the last bout of sickness occurred.

Change to Child Information Forms

Parents/carers MUST inform Camp Canary immediately of any changes to contact details or health status supplied to the club. Parents must



inform Camp Canary of any dietary requirements of their child/ren in writing.

Safeguarding and Security

Camp Canary staff has a 'duty of care' towards children i.e the duty to act as a caring parent would.

Under no circumstances will a child leave the club with anyone unknown to the staff unless previously arranged and authorised by a parent/guardian. No person under the age of 18 will be allowed to collect a child without a prior written agreement.

Camp Canary requires sufficient details of the person collecting the child (if other than parent/ carer). Proof of identity will be required and a photograph should be supplied. Parents are asked to provide a password for collection security. Children aged 10 and above may leave by themselves with written permission from parent / carer.

If a child discloses information that is of concern regarding a child's health or wellbeing Camp Canary is required by law to investigate and report this to social services, school or any other service that is responsible for safeguarding children. Parents have a right to be informed about any such process with the limits of legislation and government guidelines. Please see our safe guarding policy for more details.

Camp Canary staff has a duty to respond if they suspect a child in their care may be suffering from abuse, or if a child makes a disclosure about abuse. In this event the relevant staff will follow the Safeguarding Children's Policy as detailed in our policies and procedures.

Children's Activities

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Children will be expected to respect the equipment and property of Camp Canary at all times.

All children are required to help with tidying and washing up.

Parents will need to consent to use of the internet where available.

Additional activities may be charged for but prior notice will be given.

All children are expected to participate in all activities.

Trips

Some trips are included in the fees for holiday club. Parents will be informed of any additional costs.

Some trips will be allocated maximum numbers and as such names must be placed on a list to book. Some trips have age and number limits so it may not be possible to always have siblings on the same trip. Camp Canary reserves the right to group children accordingly on this basis.

All off site trips must have signed consent. Children without consent will not be able to attend trips. Some trips require early departure from club. Children who arrive late will not be able to attend the trip and no refund will be made.

Food and drink

Camp Canary do not provide any sort of food and drink (other than tap water) parents are therefore to pack children's food, snack and drink (hot and cold). Camp Canary has a 'Nut-Free Policy' which means that the following items should not be brought into school:

- **Packs of nuts**



- Peanut butter sandwiches
- Fruit and cereal bars that contain nuts
- Chocolate bars or sweets that contain nuts
- Sesame seed rolls (children allergic to nuts may also have a severe reaction to sesame)
- Cakes made with nuts

Lost Property

Please ensure that children do not bring valuable toys and belongings with them as we cannot be held responsible if they go missing. We cannot guarantee the return of lost property, but will endeavour to return items on request that we are able to identify. Parents will be required to pay the cost of postage. Camp Canary will keep lost property for a period of four weeks only. If it is left unclaimed after this period has expired, Camp Canary will distribute the lost property to local charities. Camp Canary expects all items of clothing to be labelled.

Photography

From time to time we take photographs at our venues which may be used for marketing and promotional purposes. If you would rather your child was not included in any photographs you must state this on the child's information form before commencement of your booking.

Collection of Three and Four Year Olds

Three and Four year olds attend a maximum of four hours each day due to Ofsted exemption regulations. Failure to collect children of this age



group within the four hour time period will result in exclusion of the child until they turn five years old.

Late Fees

Camp Canary reserves the right to charge a fee for late collection of any children. If your child is collected after the allocated collection time identified on booking, the parent/carer will be subject to an immediate charge. If a child is collected after 10 minutes or more of the allocated collection time a late fee of £25 will be incurred. If the parent/carer is unable to pay the late fee at point of collection, it will automatically be added to the relevant account. If your child is picked up between 0 – 10 minutes late on more than two occasions you will incur £25 late fee.

Programme Changes

Camp Canary reserves the right to amend its services and activity programme, content, times, dates and venue in the event of unsuitable weather conditions, failure of equipment, building faults and any other operational faults that may arise from time to time, without refund or compensation to the customer.

Ratios/Age Groups

Camp Canary ratio of staff to children normally exceeds all statutory requirements. The actual ratio varies between activities and age groups. Camp Canary does not offer any higher staff ratio than 1:8, irrespective of any child's additional needs unless arranged and agreed previously.

We always endeavour to group children within our advertised age groups, however due to a regulatory requirement to maintain staff to child ratio's, dependant on the actual ages of the children attending on



the day, we reserve the right to group children differently to that advertised.

Special Education Needs and Disabilities (SEND)

All known Special education needs and disabilities must be detailed in the Child's Information Form. We reserve the right to complete an initial assessment of your child's need where appropriate. In some cases we can only admit a child if an additional adult is provided or arranged by the parent / carer. If the parent / carer wishes Camp Canary to provide an additional adult (1:1) then an extra fee will be charged subject to availability.

Data Protection

Camp Canary acts as a Data Controller for the purpose of the General Data Protection Regulations (GDPR) 2018. We need to collect relevant personal details from you and the children you are booking to enable us to process your booking. This information might include names, ages and any applicable medical or dietary restrictions and, in some cases credit/debit card or other payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all the children that you are making a booking for.

Additionally we hold and use some of your details for future marketing purposes, for example sending you promotional information. Please let us know as soon as possible if you do not want to receive future mailings from Camp Canary.

Cancellation Policy

When you make a booking with us, your booking is a 'contract'. As the contract is to provide 'leisure services' where we agree to provide the

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service on a specific date or within a specific period it is not covered by the Consumer Protection (Distance Selling) Regulations which often applies to online and telephone transactions.

Our cancellation policy is:

Four weeks written notice is required to permanently cancel a session and receive a refund. This notice may be provided as an email, by letter or by asking the manager.

Additional sessions can be booked providing there are spaces available.

Bookings may be altered until two weeks before the start of the session.

Between two weeks and one week before the start of a session, you may change your booking and will receive a credit note. (Credit notes expire within 10 months of issue.) From one week before the start of a session, and during the week of a session, no refunds or credits will be allowed. If your child is sick and does not attend, you will still need to pay for the session.

Please note an administrative charge will be deducted from all refunds.

Complaints

Camp Canary is committed to being a high quality sports and art tuition holiday club. If you or your child were not entirely satisfied with the service we provide, then we would like to know about it. Any complaint should first be made to the Club Manager, who will complete a complaints report, and do everything possible to ensure the complaint is dealt with as quickly and effectively as possible. If the complainant feels that the outcome of the complaint is insufficient, or would like to take the grievance further, the complaint should be made in writing and



sent to. Managing Director, Camp Canary Ltd, Flat 301 Fairbairn Hall, 310 Barking Road, London, E13 8HL. If in the unlikely event that you are not 100% satisfied with the outcome of the complaints procedure, you may wish to contact the Ofsted Early Years Complaints Helpline, on 0300 123 4666, or write to their Regional Office, www.ofsted.gov.uk/contactus.

Reservation of Rights

Camp Canary Ltd reserves the right to exclude a child or family from attending the club or to refuse to accept a registration.

Camp Canary Ltd reserves the right to close the club on the grounds of staff shortage, unavailability of facilities, or any other reason which in its reasonable opinion necessitates closure.

Reasonable notice will be given where possible.

Camp Canary Ltd reserves the right to change these terms and conditions at any time and will give written notice of such changes to parents / carers.

Legal: Waivers, Exclusions and Jurisdiction

No failure or delay by Camp Canary Ltd 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.

By signing these terms and conditions you are agreeing to abide by them. Camp Canary reserves the right to change the terms and conditions set out above at any time.

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Signed

Date
