

The FunZone Terms and Conditions

Registration:

- All parents/carers must complete our registration before a child can be accepted at our club. Registration must be done directly via our booking system <https://thefunzone.childcare-online-booking.co.uk/>
- There is a non-refundable annual registration fee, this is payable at the beginning of your registration and will also be added to your account for renewal on the same date each year unless you request in writing that you do not wish for your registration to continue.
- Any changes to the information on the registration form, whether it be contact details, medical details, change of address etc, must be notified in writing by the parent/carer as soon as possible to the club.

Payment for sessions and penalties:

- Unless otherwise agreed in writing with the Management team of The FunZone, all fees must be paid in advance with cleared funds. If paying by childcare vouchers, you must ensure that there are at least five working days before your session to ensure payment from your selected childcare voucher company has cleared in The FunZone account.
- Failure to settle all fees and/or penalties when due may result in The FunZone taking action, this may include legal action to recover any outstanding sums.

Booking sessions:

- All sessions requested by parents/carers are subject to availability.
- No parent/carer should consider a booking as being accepted until payment has been received and an email has been sent to confirm your booking.
- All sessions booked must be paid for in advance by 2.00pm at the latest on the day that the session is required. Bookings made after this time will incur a £3.00 late booking fee per child until 3.00pm for the same day (childcare voucher payments have a maximum of five working days for payments to clear).
- Children who attend the club without the parent/carer having first booked and paid for them through our online system will be looked after whilst the parent is called to

collect them. The parent/carer will incur a £5.00 non booking fee in addition to the session charge, per child.

Attendance responsibilities:

- It is the responsibility of the parent/carer to ensure that their children are aware that they will be attending the club.

Payment responsibilities:

- The responsibility for payment of all fees, charges and penalties lies at all times with the person who has made the booking.
- Failure by The FunZone 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.

Changes to booked sessions:

- To be eligible for a credit or for cancelled session or to transfer a session the following must apply:
 1. Sessions must have been booked and paid for in advance.
 2. The parent/carer must cancel their session before 7.00pm the night before their booked day to receive a credit.
 3. The FunZone closes the club (for example, if it is to close for unforeseen circumstances).
 4. Holiday club sessions are not refundable once booked and paid for.
- ***For any avoidance of doubt, credits or transfers are not given for on the day cancellations (this includes sickness)***

Penalties for late collection:

- It is the responsibility of the parent/carers collecting children that they do so promptly at the end of the session that you have booked for. Failure to do so will result in the parent/carer to a financial penalty and will constitute a breach of the terms and conditions, entitling The FunZone to exclude the child from subsequent sessions.
- There is a penalty charge of £10.00 for every 10 minutes (or part thereof) for each child collected after their official collection time.

- The penalty charge must be paid for through our online booking system before the child is able to return to the club.
- Where the penalty charge is outstanding and further sessions have been booked and paid for by the parent/carer, The FunZone reserves the right to exclude the child from the club, until the penalty charge has been paid, without issuing a refund for sessions unattended.

Grounds for exclusion:

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

Childcare tax credit scheme:

- The FunZone co-operates with the HM Revenue and Customs in verifying all claims made under the childcare element of the Working Tax Credits Scheme.
- Any suspected abuse of the childcare element of The Working Tax Credits Scheme may be notified to the HM Revenue and Customs.
- The FunZone does not and will not support fraudulent claims, and will assist HM Revenue and Customs in any enquiries they may make.

Reservation of rights:

- The FunZone reserves the right to exclude a child or family from attending the club or to refuse to accept a registration at its sole discretion.
- The FunZone reserves the right to close the club on the grounds of staff shortage, unavailability of facilities, or for any other reason, which in it's reasonable opinion necessitates closure. Reasonable notice will be given where possible.
- The FunZone reserves the right to change these Terms and Conditions at any time.

Legal: Waivers, Exclusions and Jurisdiction:

- No failure or delay by The FunZone 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.
- The FunZone shall not be liable for any direct 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.
- The FunZone 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.
- The FunZone accepts no liability for loss or damage (including consequential loss) to property brought to the clubs premises caused by the actions of children or third parties or for accidental damage caused by the staff.
- The FunZone accepts no responsibility for injury caused from pre-existing medical conditions, which are not notified to the club.