

123 – Shine Holiday Club

Terms & Conditions and Refund/Credit Policy

Registration

- All parents / carers must complete our Registration Form before a child can be accepted at a 123-Shine Holiday Club .Registration must be done directly on our website.
- By completing the registration, parents/carers provide consent for 123-Shine Holiday Club to take their child/children off-site for pre-approved purposes such as a walking bus or organized trips. Parents/carers will be notified in advance of any planned off-site activities.
- 123-Shine Holiday Club must be notified of any changes to the registration details, as soon as possible, in writing by the parent / carer.

Booking Sessions

- All sessions requested by parents / carers are subject to availability.
- All sessions booked must be paid for in advance.
- No parent / carer should consider a booking as being accepted until payment has been received by the Club and you have received a confirmation email or text message.
- Bookings may be made up to 1 day before the start of any session. Children will not be able to be booked in after that time.
- 123-Shine Holiday Club will credit all fees charged, if the club is forced to close due to unforeseen circumstances.

Responsibility for attendance

1. Parent/Carer Responsibility

- It is the responsibility of the parent or carer to ensure that their child attends the holiday club on the correct dates and times as outlined in the booking confirmation.
- Parents/carers should notify the club in advance if their child is unable to attend a session for any reason (e.g., illness, appointments).

2. Late Arrival and Early Pickup

- Parents/carers are responsible for ensuring that late arrivals or early pickups do not disrupt the club's scheduled activities or routines.
- Whenever possible, late arrivals or early pickups must be communicated to the club manager in advance to allow for proper planning and minimal disruption.
- The club manager may provide guidelines or designated times for late arrivals and early pickups to ensure the smooth running of activities.
- It is recommended that parents/carers coordinate closely with the club manager to manage these situations effectively.

3. Absence Notification

- If your child is unable to attend due to illness or any other reason, please inform the club office as soon as possible to ensure proper staffing and activity planning.
- Prolonged or repeated absences may impact your child's ability to fully participate in club activities and could affect eligibility for refunds (via credit) or rescheduling.

4. Non-Attendance Without Notification

- If a child is absent without prior notification, the club may contact the parent/carer to confirm the reason for absence. Failure to notify the club of absence may result in the loss of the booking or the possibility of future bookings being denied.

5. Attendance Records

- The club will maintain attendance records for each child throughout their booked sessions. Parents/carers should ensure that any required information, such as emergency contacts and medical details, is kept up to date to ensure the child's well-being.

6. Unexcused Absence

- Any unexcused or frequent absence may result in the child being excluded from further sessions at the club, in accordance with the club's policies on attendance and conduct.

Penalties for Late Collection

- All parents/carers are responsible for collecting their children promptly within the normal collection window of 17:00 PM to 17:30 PM. Late collection between 17:30PM and 18:00 PM is only available if booked in advance.
If children are not collected by 18:00 PM, or if late collection was not pre-arranged, a late fee of £5 will be automatically applied to your account for every 5 minutes past the designated collection time.
Please note: Consistent late pickups may result in further review of your child's participation in the club, as it impacts staff scheduling and operations.
Our registration only permits children to remain on-site until 6:00 PM.
- For further details, please refer to our Uncollected Children Policy in the Policy and Procedures document.

Responsibility for Payment

- The individual who makes the booking is solely responsible for ensuring that all fees, charges, and penalties are paid in full and on time.
- Non-receipt of a written or verbal payment request from 123-Shine Holiday does not exempt or justify late or missed payments under any circumstances.
- Failure to settle all fees and/or penalties by the due date may result in the club taking appropriate actions, including but not limited to legal proceedings, to recover any outstanding amounts.

Government Childcare Support Schemes

(Tax-Free Childcare Scheme & Universal Credit Childcare Element)

1. Eligibility and Registration

- Parents/carers using the Tax-Free Childcare Scheme must register and be approved through the UK Government's official platform: www.gov.uk/tax-free-childcare.
- Parents/carers claiming Universal Credit Childcare Element must meet the eligibility criteria set by the Department for Work and Pensions (DWP) and follow the relevant claim procedures.
- It is the responsibility of the parent/carer to ensure they are eligible for the scheme they are using and to provide accurate, up-to-date information during registration and claim processes.

2. Payment Responsibility

- **Full payment must be made in advance** to secure a child's booking at 123-Shine Holiday Club.
- For **Tax-Free Childcare**, payments must be made promptly through the registered government childcare account and fully reconciled.
- For **Universal Credit**, parents/carers must pay in full and then submit receipts/invoices to DWP to claim back up to 85% of eligible costs.
- The club does **not accept delayed payments** while Universal Credit reimbursements are pending. Parents/carers remain fully responsible for ensuring timely payment.

3. Credit Policy

- 123-Shine Holiday Club **does not issue cash or bank refunds** for bookings paid via Tax-Free Childcare, Universal Credit, or any other method.
- In the event of a valid cancellation (as per our terms), the club may issue **credit to the parent/carer's club account**, which can be used towards future bookings.
- It is the parent/carer's responsibility to notify DWP if Universal Credit claims need to be adjusted due to any credited session.

4. Proof of Payment

- Parents/carers must provide proof of payment (e.g. payment confirmation, receipts) if requested—particularly in the case of discrepancies or delays with government scheme processing.

5. Non-Payment or Late Payment

- Bookings are only confirmed once full payment is received and reconciled.
- Failure to make payment on time—whether through Tax-Free Childcare or independently—may result in cancellation of the booking.
- Parents/carers remain liable for any outstanding fees, regardless of issues with HMRC or DWP.

6. Restrictions on Use

- Government childcare schemes can only be used to pay for **qualifying childcare services**, such as registered club bookings.
- Funds cannot be used for ineligible costs such as penalties, late pick-up fees, deposits, or non-childcare services.

7. Account and Claim Management

- Parents/carers are responsible for managing their Tax-Free Childcare account or Universal Credit claim, including:
 - Ensuring sufficient funds are available
 - Verifying that 123-Shine is correctly registered with HMRC
 - Providing accurate documentation to the DWP when claiming UC childcare support

8. Scheme Changes

- Any changes made by the government to either scheme will be communicated to parents/carers as soon as possible.
- 123-Shine Holiday Club is not responsible for disruptions or issues arising from government scheme changes, service delays, or processing errors.

9. Disputes and Support

- All disputes or payment issues related to Tax-Free Childcare or Universal Credit must be addressed directly with HMRC or DWP.
- The club is not liable for errors or delays caused by these schemes, but we will provide reasonable support to assist with your enquiries (e.g. receipts or booking confirmations).

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10. Data Protection

- All personal and financial data provided in relation to these schemes will be handled in accordance with the **UK GDPR** and the **Data Protection Act 2018**.

Refund & Credit Policy

At 123-Shine Holiday Club, we aim to deliver a high-quality, engaging, and reliable experience for every child. We understand that plans sometimes change, and while we do **not offer monetary refunds as standard**, we do provide **account credit** for eligible cancellations. In very rare cases, partial refunds may be considered under specific conditions.

1. General Policy – No Standard Refunds

- 123-Shine Holiday Club does not offer cash or bank refunds.
- In all eligible cases, a credit will be applied to your child's club account for use toward future bookings.

2. When Credit May Be Issued

Credit will be granted only in the following situations:

- If a session is cancelled by 123-Shine Holiday Club (e.g. venue issue or low attendance).
- If the parent/carer cancels more than five days in advance of the session.
- In rare or exceptional personal circumstances, at the discretion of management.

Please note:

- Credits are valid for 12 months from the date of issue.
- Credits are non-transferable and cannot be exchanged for cash.
- Cancellations made within five days of the session are not eligible for credit unless special circumstances apply.

3. Rare Exception – Partial Refunds

In exceptional cases where five or more booked sessions are cancelled by the club, a partial refund of **up to £250** may be offered at management's discretion.

- The remaining value will be issued as account credit.
- Refunds above £250 will not be considered under normal circumstances.

4. Minimum Attendance Requirement

To maintain the quality and energy of our club:

- Each camp day requires a minimum of 15 children to operate.
- If attendance falls below this, the session may be cancelled.
- In such cases, a credit will be issued, but no refund will be provided.

5. No-Show Policy

- If a child does not attend a booked session and no prior cancellation notice is given, no credit or refund will be offered.

6. Contact for Credit or Refund Enquiries

All credit and rare refund requests must be made in writing to the Admin Team at:
admin@123-shine.com

Requests will be reviewed within 7 working days.

Photography & Video Footage Policy

At 123-Shine Holiday Club, we love to capture the joy, creativity, and adventure that children experience each day. However, we are committed to protecting every child's privacy and only take or share images when full parental consent has been given.

1. Consent Is Always Required

We will never take or share photographs or videos of your child without your explicit written consent.

Consent is collected through our Parental Consent Form, which must be completed before your child attends camp.

You can choose whether your child's image may be:

- Viewed on-site only
- Shared on social media
- Used in printed or promotional materials

2. View-Only Access at the Club

At the end of each camp day, a selection of photos will be available for you to view privately at the Welcome Desk using our club tablet.

These images are intended for parent/carer viewing only and will not be shared externally unless permission has been granted.

If your child is featured in any image and you have not given permission for external sharing, the image will be stored securely and not used in any public material.

3. Opting Out Is Always Respected

If you choose not to give consent, your child will not be photographed or filmed, and this will be clearly communicated to all staff.

We take this commitment seriously and will ensure your preferences are upheld at all times.

4. Image Use (With Consent Only)

With your consent, selected images or videos may be used in:

- 123-Shine social media posts
- Camp newsletters or email updates
- Promotional flyers or posters

Images will never be shared with third parties for non-camp-related purposes.

5. Updating Consent Preferences

If you wish to change or update your consent choices, please do so directly via your Parent Portal.

For further queries, you can contact the Admin Team at: admin@123-shine.com

Grounds for Exclusion

1. Disruptive or Inappropriate Behaviour

Children displaying persistent disruptive, aggressive, or inappropriate behaviour that negatively affects other participants, staff, or the club environment may be excluded from activities. This includes actions such as:

- Physical aggression (e.g., hitting, kicking)
- Verbal abuse or offensive language
- Destructive behaviour towards property

2. Bullying

Any form of bullying, whether physical, verbal, or online, will not be tolerated.

Children who engage in bullying behaviour towards others may be excluded from the club. Bullying includes:

- Name-calling or teasing
- Intimidation or exclusion of others
- Cyberbullying or inappropriate use of social media

3. Failure to Follow Club Rules

Children who repeatedly fail to follow the club's established rules and guidelines may be excluded. This includes, but is not limited to:

- Disregard for safety rules
- Not following instructions from staff
- Non-compliance with behaviour expectations

4. Health and Safety Violations

A child who is deemed to pose a risk to their own health or safety, or the safety of others, may be excluded from activities. This includes:

- Failure to comply with medical or health instructions (e.g., allergies, medication requirements)
- Failure to disclose important medical information or conditions
- Exhibiting signs of contagious illness

5. Failure to Adhere to Parental or Carer Responsibilities

- If a parent or carer consistently fails to provide necessary information or does not comply with club policies, such as late pick-ups or failure to settle fees, the child may be excluded from future sessions.

6. Non-Payment or Unsettled Fees

- Failure to pay any outstanding fees or penalties may result in exclusion from the club until the issue is resolved. This includes non-payment of booking fees, late fees, or any penalties incurred.
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7. Substance Abuse or Dangerous Activities

- Children found to be in possession of or using alcohol, drugs, or any other dangerous substances during the club may be immediately excluded. Engaging in dangerous activities or bringing inappropriate items to the club may also lead to exclusion.

8. Repeated Absences

- If a child's repeated absences from the club cause disruption or prevent proper participation in activities, they may be excluded from future sessions. Parents or carers will be notified if the child's attendance is an issue.

9. Non-Compliance with Safeguarding Policies

- Any behaviour that contravenes the club's safeguarding policies, including failure to follow procedures designed to protect the welfare of children, may result in exclusion.

Important: Exclusion decisions are not taken lightly and will be based on a thorough assessment of the situation. Parents and carers will be informed promptly, and wherever possible, efforts will be made to resolve the issue before a decision for exclusion is made.

Reservation of Rights

Right to Amend Policies and Fees

We reserve the right to update or amend our terms, conditions, policies, and fees at any time. Any significant changes will be communicated to parents/carers via email, on our website, or through other appropriate channels.

Right to Refuse Bookings

We reserve the right to refuse or cancel bookings at our discretion. This may include situations such as non-payment of fees, breach of terms and conditions, or if the behaviour of a child or parent/carer is deemed inappropriate or disruptive to the safe operation of the club.

Right to Cancel or Reschedule Sessions

We reserve the right to cancel or reschedule club sessions or activities due to circumstances beyond our control, such as low enrolment, extreme weather conditions, staff shortages, or health and safety concerns.

In the event of a cancellation, we will notify parents/carers as soon as possible and provide options for rescheduling, credits, or refunds in line with our refund policy



Right to Modify Activities

We reserve the right to alter planned activities, schedules, or venues if necessary due to weather, safety considerations, or operational requirements. Substitutions will be of equivalent value and quality wherever possible.

Right to Enforce Rules and Behaviour Standards

To maintain a safe and enjoyable environment, we enforce strict club rules and behaviour standards. If a child repeatedly fails to follow these rules or engages in inappropriate behaviour, we reserve the right to suspend or remove the child from the club without a refund.

In such cases, parents/carers will be contacted immediately, and we will work to resolve any issues prior to taking further action.

Right to Deny Participation

We reserve the right to deny participation to any child who does not meet the safety or eligibility requirements (e.g., age, health conditions, or prior agreement to rules). This may also apply if parents/carers fail to provide essential information, such as emergency contact details or medical conditions.

Right to Limit Liability

While we take all reasonable precautions to ensure the safety and well-being of children, we cannot accept liability for events beyond our control, such as accidents, emergencies, or service disruptions caused by external factors. This is in line with applicable UK laws.

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Right to Use Club Materials and Intellectual Property

All materials, branding, and content created for or by our holiday club, including photos (where permission has been granted), remain the property of the club and cannot be used, copied, or distributed without prior written permission.

Compliance with UK Data Protection Laws

Any personal data collected is handled in compliance with the UK GDPR and Data Protection Act 2018. For details on how we use and store data, please refer to our Privacy Policy.

Legal: Waivers, Exclusions and Jurisdiction

- These terms and conditions are governed by English law and subject to the jurisdiction of the courts of England and Wales.
- 123-Shine Holiday Club 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.

Our full Policies and Procedures documents held at our club sites and upon request.



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