

## **Primary Stars/Mega Stars – Online Terms and Conditions for Parent Services**

**What these terms cover.** These are the terms and conditions on which we supply services to you. These terms and conditions apply to orders for parent services, including Mega Stars holiday clubs/camps. If you are a school, then please note that different terms and conditions apply to the services which we provide to schools.

**Why you should read them.** Please read these terms carefully before you submit your order/booking to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **Information about us and how to contact us**

**Who we are.** We are Primary Stars. We are a PE and Sport Provider based in Ashbourne, Derbyshire. Our services include the delivery of curricular and extracurricular PE and Sport for primary schools, holiday clubs (Mega Stars) and sports events. You will find our contact details on our web-site : [www.primarystars.co.uk](http://www.primarystars.co.uk). Our registered office is a 1 Hall Rise, Ashbourne, Derbyshire, DE6 1RH.

**How to contact us.** You can contact us:

- Email: [team@primarystars.co.uk](mailto:team@primarystars.co.uk) / [megastarsteam@gmail.com](mailto:megastarsteam@gmail.com)
- Phone: 07913107407 / 07975910711
- Postal Address: 1 Hall Rise, Ashbourne, Derbyshire, DE6 1RH

**How we may contact you.** If we have to contact you, we will do so by telephone or by email at the email address you provided to us in your order/booking.

**“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

### **Our contract with you**

**If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources/capacity (including staffing levels) which we could not reasonably plan for, because we are not able to facilitate the staff to children ratios which may be required for





each group of children or because we have identified an error in the price or description of the services.

**We only sell to the UK.** Our website is solely for the promotion of our services in the UK.

**Your rights to make changes**

If you wish to make a change to the services you have ordered/booked, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

**Our rights to make changes**

**Minor changes to the services.** We may change the services to reflect changes in relevant laws and regulatory requirements.

**More significant changes to the services and these terms.** In addition, as we informed you in the description of the services on our website, we may make the following changes to the services, but if we do so we will notify you and you may then contact us to cancel your booking before the changes take effect and receive a refund for any services paid for but not received:

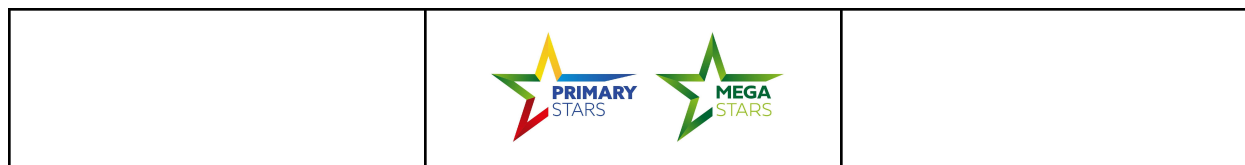
- *a change in times, locations, dates or activities in respect of the Services.*

**Providing our Services**

**Before providing the services, we will need certain information from you.** Before we are able to begin to provide you our Mega Stars Holiday Club services, we will need the following information from you:

- *your name, address and relevant contact numbers (including contact numbers if we need to reach you in an emergency and any information we may need to know if we have to reach you through a third party);*
- *the full names of the child or children who will be attending the services;*
- *the dates of birth of the child/children;*
- *the names by which the child/children is known;*
- *the nature of your relationship with the child/children;*
- *the name and contact details of one or more persons who can be contacted if you are not available (and details of their relationship with the child/children);*





- *relevant medical information regarding the child/children, including current medical health, any illnesses or diseases the child/children suffer from and medication the child/children take, including how, when and the quantities in which the medication is taken;*
- *relevant special educational needs or any additional support which the child/children requires;*
- *diet and other relevant food and drink details;*
- *details of the GP the child/children are registered with;*
- *any other information which we have said we will need in the order/booking.*

**Changes to the information which you provide to us.** You must immediately provide us with any changes to information which you have provided us (including any changes to the information listed above). If we do not have up to date information, particularly in respect of contact information, then there may be, for instance, delays in contacting you in the case of an emergency.

**When we will provide the services.** We will provide the services on the date(s) set out in the order.

**Additional needs.** We cannot provide additional staff beyond our set ratios of staff to children for each particular group, and we cannot provide one on one support. Where a child requires additional support, parents/carers will need to contact us to discuss the suitability of our services for their child/children and any arrangements that need to be made to accommodate the child/children.

### **Day-to-Day Procedures**

**Drop-off and collection.** You will bring the child/children to the location specified in the order/booking no earlier than the time specified in your booking. You will collect the child/children no later than the time specified for the collection of the child/children in your booking. If you are running late to collect the child/children, please contact us to let us know as soon as possible. If you do not collect your child/children within 10 minutes of the times specified in the order for collection then we will charge £5 for every 15 minutes until you collect the child/children to compensate us for the extra work that is required as a result such as 2 staff members remaining with the child/children until they are picked up. Due to other clubs and





classes taking place at the venue, it may be necessary to vacate the building or wait in another area on site.

**Absence Procedure.** If the child/children are unable to attend all or any part of the services for any reason, please notify us as soon as you become aware of the change. This can be done by contacting the relevant team manager or by emailing us directly at [team@primarystars.co.uk](mailto:team@primarystars.co.uk) or [megastarsteam@gmail.com](mailto:megastarsteam@gmail.com).

**Prior illness. Do not bring your child/children if they are ill.** Any child/children who have been ill should not be brought to us until they have fully recovered, and a minimum of 48 hours has passed since the last symptom or, if later, in accordance with any government or health authority guidelines as to quarantine timelines.

**Illness and injuries suffered during the supply of the services.** We will record any accidents or illnesses, together with any treatment given by our lead First Aider, on an incident record or accident record sheet as appropriate, which the person collecting will be given when they collect the child/children. If any child becomes ill during the course of providing the services, we will immediately notify their emergency contact to collect them. In the event of a child becoming seriously ill or suffering a major injury, our first aider will decide whether the child needs to go straight to hospital or whether they are able to wait for their parent or carer to arrive. If the child needs to go straight to hospital, we will call an ambulance and a member of staff will go to the hospital with your child and we will contact you on the emergency contact details you have provided to let you know. Our lead First Aider will administer prescribed medicine to your child whilst they are at the setting, as directed by yourself in accordance with the medical information provided. You will always be informed before this is undertaken. When required, a member of our team may assist your child/children with the application of sun protection cream; if the team manager will authorise this if they believe it is necessary to ensure your child/children are adequately protected.

**Items you are required to supply.** You will need to provide certain items on each occasion that the child/children use the services, including:

- *clothing and footwear suitable for running (and for the weather conditions at the time we are providing the services e.g waterproofs, sun hat, sunglasses);*
- *a packed lunch and snacks; we follow a strict NO NUTS policy during our services.*
- *a refillable water bottle;*





- *any other items specified on the website in the course of placing your order or in the order itself.*
- *A rucksack*
- *Sunscreen; weather dependent (please ensure this is applied before arriving. Staff will monitor reapplication at regular points during the day as necessary).*
- *Change of Clothes (optional/age dependent)*

**Prohibited items and we are not responsible for personal items and valuables.** Please note that mobile phones, smart watches or any other electronic items which have the capability of taking recordings or images, making calls or sending messages are not permitted and any found will be confiscated and handed to the person collecting the child/children. Personal items and valuables brought along by you or child/children are brought at your own risk and we are not responsible for any loss or damage to them (except where caused by our negligence).

**Lost Property.** Any items lost or left behind, will be kept on site until the final day of the relevant course. We cannot guarantee the return of any items not collected before this point.

**We are not responsible for delays outside our control.** If our services are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel the booking and receive a refund for any services you have paid for but not received.

**What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services, including the information listed previously. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either cancel your booking or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

**As a Multi-Sports/Multi-Activity holiday club, your child/children will participate in a range of sports and activities.** Our Mega Stars team will deliver both outdoor and indoor sports, either on the playgrounds, fields or in the hall. Our team will deliver Outdoor and Adventurous Activities (OAA) such as Orienteering, evasion/invasion games, team building challenges and many more. Included in our OAA delivery will be short walks/outings within our site and





Osmaston Village. Our team will also run seasonal/themed creative tasks throughout our holiday club. When appropriate, we may use the large outdoor and indoor play equipment provided at our site, under the supervision of our team.

**Cancellations – Refunds & Alternative Services**

**Reasons we may cancel services.** It is unlikely, but there may be circumstances where we have to cancel the services. If we have to do this, we will let you know as soon as possible and we will offer you alternative services/dates or refund any sums you have paid in advance for any services not provided to you due to the cancellation.

**Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out below, the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- *we have told you about an upcoming change to the services or these terms which you do not agree to;*
- *we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;*
- *there is a risk that supply of the services may be significantly delayed because of events outside our control; or*
- *you have a legal right to end the contract because of something we have done wrong.*

**We may end the contract if you break it.** We may end the contract for services at any time by writing to you if:

- *you do not make any payment to us when it is due;*
- *you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;*
- *in serious or persistent cases you or the child/children do not comply with our reasonable instructions; behave or act unreasonably or are offensive to our staff, other children or persons; or cause harm or are likely to cause harm to our staff, other children or persons; or*
- *you are persistently late in collecting the child/children.*





If any of the above apply, then we reserve the right to not refund you for the remaining services you have paid for.

**Your child is absent or you wish to cancel/alter your booking.** If your child is absent from one of our services due your own circumstances or due to illness of any type, then we will not refund you for the services missed. However, we will try to offer alternative days (\*subject to availability) where possible.

*\*Subject to availability - the alternative days are not guaranteed and must be during the present holiday club.*

### **Someone Displays Symptoms of Coronavirus**

Anyone in our setting displaying any of the key Coronavirus symptoms will be sent home and advised to follow the Covid-19 guidance for households with possible coronavirus infection. If a child is waiting to be collected, they will be moved to our isolation area/room, where they will stay, under staff supervision, until they are collected. PPE will be worn by staff caring for the ill child if a distance of 2 metres cannot be maintained. The area of the setting used by the ill child will be cleaned and disinfected to reduce the risk of passing the infection on to others.

Where the child, or staff member tests negative and feels well, they can return to the club. If the child or staff member tests negative, but is unwell, they should not return to the club until they are recovered.

If a child/staff member tests positive, we will follow the current self-isolation procedures and inform those we need to accordingly.

### **Price and payment**

**Where to find the price for the services.** The price of the services (which includes VAT) will be the price indicated on the order/booking pages when you placed your order. We take all reasonable care to ensure that the price of the services advised to you is correct.

**We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.





**When you must pay.** You must make an advance payment of 100% of the price of the services, 1 day before we start providing them, at the very latest. Specific due dates and deadlines for payments will be outlined for your specific order/booking.

**How you must pay.** We accept payment by BACS/Bank Transfers, Cash or credit/debit cards during your booking and payment can be made through our Class4Kids system. We will contact you with alternative arrangements if you wish to pay by cash. Any transaction fees charged when paying by debit card or credit card are set by Class4Kids and Stripe, and the fee goes straight to them, not us.

**We can cancel your booking if you pay late.** If you do not make any payment to us by the due date we may cancel your booking.

**How we may use your personal information.** We will only use your personal information as set out in our privacy policy. Please go to our website to read our privacy policy.

**Discounts & Discount Codes.** If you wrongly apply or misuse a discount/discount code (Sibling Discount and/or Multiday Discount) in your booking, we will contact you to request the outstanding cost of your booking. If you refuse to pay the outstanding amount, then we may cancel your booking.

### **Complaints Procedure**

It is hoped that parents/carers will not need to complain about any aspect of the service we provide, however, should the need arise; there are three stages at which complaints can be considered.

#### **Stage 1 – The Informal Resolution**

Discuss your complaint with the relevant staff member. If you are still dissatisfied you may discuss the matter with the Manager. It is hoped that the matter may be resolved with all parties at this stage.







## Stage 2 – Formal Complaint to Management

If unresolved at the informal stage, the complaint should be sent in writing to the Manager. You will then receive a written response or request to attend a meeting with management to discuss the matter.

**Violence at work.** Violence against any of our team members will not be tolerated and will result in the loss of your child/childrens place. A working definition of violence at work is ‘any incident where an employee is abused, threatened or assaulted by a member of the public, parent or child cared for by Primary Stars in circumstances arising out of the course of his/her employment.’

Violence will be deemed to include physical force, verbal abuse with threats, rude gestures, and innuendoes, sexual or racial harassment.

**Photographs.** During the day photos of activities in each of the groups may be taken. These may be posted on our website and Facebook page for marketing purposes. An option to ‘opt out’ is listed during the booking process.

**Risk.** Children’s learning will benefit when exposed to some low level and supervised risk, all staff on site are required to carry out Health and Safety Checks to identify and minimise risk. Primary Stars is unable to guarantee a ‘Risk Free’ environment. All reasonable steps are taken to ensure that these are minimised and children are reminded to listen and follow all instructions and safety briefs given by staff. Primary Stars is unable to accept responsibility for





loss or damage to personal property or personal injury for not following the safety advice given by staff.

All children attending our services are covered by our Public Liability Insurance whilst in attendance.

**Data Protection.** All data provided to Primary Stars will be stored securely for strict use of providing care for the children during the service period. We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. Further details relating you data protection can be found in our privacy notice.

