

Terms & Conditions

These terms and conditions cancel out and supersede from previous dates.

Admissions

Nu FOCUS provide services to all children and are free from discrimination regardless of their gender, specific needs, learning difficulties, background, religion, ethnicity or how well they can speak English. Nu FOCUS aim to describe its settings and practices in such a way that it is clear that we welcome parents/guardians/carers. Nu FOCUS encourage children with additional needs to participate in our activities. Should a child require 1:1 care, Nu FOCUS endeavor to assist this request by working with local agencies, such as the Local Family Information Service (FIS) in an attempt to obtain the appropriate additional care and funding for the child.

Bookings

Bookings for all Nu FOCUS services must be made in advance and full payment made at the time of booking. Bookings can be made over the telephone by calling Nu FOCUS Head Office on 0300 111 0808 or on-line via the Nu FOCUS website: www.nu-focus.co.uk / www.rolbackworld.com/action-half-term-holiday-activities/.

Please note that making a booking is regarded as acceptance of our Terms and Conditions.

Pricing Discounts

The best available price will always be offered to you at the time of booking. Corporate discounts cannot be combined and used in conjunction with any other promotion/offer.

Methods of Payment

Nu FOCUS accepts payment by credit or debit card. Cash is accepted as payment for a booking at a Nu FOCUS' head office – 7 Church Arcade, Bedford, MK40 1LQ.

If full payment for the activity has not been received within 7 days, the customer account will be blocked, and a £10.00 additional administration fee will be added for each consecutive week (or part thereof) the payment remains outstanding. No new bookings or amendments will be accepted until the outstanding balance has been paid in full. If full payment for the activity has not been received within 30 days all bookings will be cancelled, and the customer account will remain blocked. Debt recovery action will be taken.

Childcare Vouchers

We do not currently accept childcare vouchers.

Booking Confirmation

All bookings will be confirmed by email.

Late Bookings

Prices will increase by 20% (Late Price) when a booking is made within 48 hours of the activity start date. Please note that bookings required on the activity start date can only be made online via rollbackworld.com/lyl-action-booking-form/ or over the telephone before 2pm for Extended School Services and before 7.15am for Activity Camp Services.

Changes to Existing Bookings

All changes made to existing bookings will be charged at the applicable rate in the pricing structure (Early, Basic, Late) irrespective of when the original booking was made. The date of the change will determine the price category.

Arrival on Site without an Advance Booking

If an advance booking for a Nu FOCUS activity has not been made prior to the activity start date and the customer arrives at the site on the activity start date, access to Nu FOCUS activities will only be granted if:

- There are a sufficient number of staff on duty to ensure compliance with required staff to child ratios.
- The customer calls Nu FOCUS Head office and makes full payment at the time of drop off.
- A 'not on register' form is completed by the customer (assisted by the project coordinator) and a registration form if not already a registered customer
- Customers will be issued with a letter informing them their child will not be accepted into service in the future without an advanced booking being made.

Cancelling of Booking by Customer

For cancellation of a booking, as of Monday 2nd June 2018 Nu FOCUS will require 24 hours notice prior to the activity start date. As Nu FOCUS operates a no refund policy, customers who cancel their booking before the 24 hours notice period will receive a full credit note which will be placed onto their Nu FOCUS account and will be valid for 12 months from the date of issue. No credit notes will be issued for activities which are cancelled within the 24 hours notice prior to the activity start date.

Cancellation of Booking by Nu FOCUS

In exceptional circumstances we may have to cancel particular dates/venues and will provide the customer with as much advance notice as possible. In this event we will offer a suitable alternative Nu FOCUS service or refund all monies paid for the cancelled dates/venues.

Please note Nu FOCUS would not be liable for any other costs associated with the cancellation.

Sign in and sign out of child/ren and Security

Nu FOCUS work in line within given guidelines and have strict security procedures to ensure the safety of your child/ren is paramount at all times;

- All children must be signed in and out at the start and end of the day.
- At Nu FOCUS Activity Camps, all collectors must provide a unique code which is associated with their child for that day's activities.
- On your child's first day we will also ask you to confirm that your details, provided at the time of booking, are correct, permission of photography and filming and to sign an emergency medical treatment consent form.

Please Note: children will only be released into the care of nominated carers detailed on their registration form and with the correct code during Nu FOCUS Camp activities.

These actions follow the procedures set out in the Nu FOCUS Policy and Procedures.

Late collection of Child/ren

In the event of a child/ren not being collected on time the following process will be followed: A late fee will be charged per child if they are not collected within their booked hours or prior to the service closing. The late fees are £15 for lateness of between 15-30 minutes and thereafter £1.00 per minute. Nu FOCUS reserves the right to charge for lateness between 0-15 minutes if this is a reoccurring event and notice is not received. The late fee covers the cost of staff overtime to remain with the child. Parents are required to advise Nu FOCUS if they will be late collecting their child. This prevents both the staff and child from worrying. Parents will be advised of the policy when picking the child up on the first late occasion. The second late incident will incur a fine and the parent will be advised of this on collection of the child. The third late incident will incur a fine and a warning of immediate termination after the next occasion and the parent will be advised of this on collection of the child. Care for the child will be terminated immediately on the fourth late pick up.

Food And Drink

Nu FOCUS provide the following food/drink options (site/venue dependent- see website for details):

- Parents/Carers provide own food/drink
- FFS provide food/drink option
- FFS Site/Partner provides food/drink option

Nu FOCUS ask for parents/carers to notify the Project Coordinator and/or our Customer Service Team, of any special dietary requirements or allergies when they register their child/ren.

Note: Drinking water will always be accessible to children throughout our sessions and be available.

Nu FOCUS have a strict NO NUT policy, which MUST be adhered to during all service provisions.

Safeguarding

All Nu FOCUS team members go through our strict safer recruitment process including DBS, references and disqualification by association. Nu FOCUS have legal obligations in relation to Safeguarding. Nu FOCUS staff have a duty to respond if they suspect a child in their care may be suffering from abuse. Any disclosure of child abuse or neglect will be fully investigated and reported to our internal regulator, Ofsted and all other official agencies. Behaviour Nu FOCUS ensures that all staff and children are treated with the same respect and behaviour during all our activities, with the use of effective behaviour management strategies to promote the welfare & enjoyment of all children attending.

Nu FOCUS will work in partnership with parents, schools and children with the aim to manage behaviour using clear, consistent & positive strategies. Our staff will use encouraging positive behaviour as well as providing clear guidance for managing poor behaviour and maintaining the safety and welfare of children and staff. We recommend that all our activities have clear 'rules and agreements in place', these can be displayed for all to see, with the children taking an active role in these each session, as well as being able to discuss freely as and when required.

Nu FOCUS has a responsibility for ensuring the well-being and safety of all children in its care and have procedures for managing behaviour. The company follows a zero tolerance policy on discrimination, bullying and persistent poor behaviour of any kind. On rare occasions, and in more serious cases, Nu FOCUS reserves the right to ask parents/legal guardians to remove children from its services. In this event, no refund will be made for any remaining days booked, and any costs associated with the exclusion of the child, including transport home, will be the responsibility of the parents/legal guardian.

Concerns, Compliments and Complaints

At Nu FOCUS, we aim to work in partnership with parents to deliver a high quality childcare service for everyone. If for any reason we fall short of this goal, we would like to be informed in order to amend our practices for the future. Our complaints policy is displayed on the premises at all times. Records of all complaints are kept for at least three years. A summary of complaints is available for parents/guardians on request.

Equal Opportunities

Nu FOCUS is an equal opportunities employer and welcomes all children, regardless of gender, ability, race or religion. Each child attending Nu FOCUS services is of equal value and is entitled to equal access of opportunity. The company operates a zero tolerance policy on discrimination or bullying of any kind.

First Aid

In the event of an accident, first aid will be administered to children in our care, and the emergency services will be called if necessary as agreed within our registration process. All Nu FOCUS First Aid policies are in line with recommendations.

Health, Sickness and Medication

Any medical conditions must be fully disclosed at 1) time of booking and registration and 2) at drop off and sign in on site to the site manager. Essential prescribed medication must be handed in to each child's Project Coordinator for safe keeping and a medication consent form is completed and seen by the Project Coordinator. Nu FOCUS requires that all children who are ill or infectious be kept at home for the full duration of their ailment, and for 48 hours after the last symptom occurs.

Insurance

Nu FOCUS has £10M Public Liability insurance cover and an insurance certificate is available at all Nu FOCUS sites.

Mobile Phones and Electronic Devices

Children are requested to not bring mobile phones or electronic devices to any Nu FOCUS Services. In certain circumstances where a device is brought in by a child, it is asked that the device be kept in the Project Coordinator's box which will be locked and secured at all times. Nu FOCUS do not take any responsibility for the damage or loss of any mobile phone or electronic devices that are brought to its services. Please note that each Nu FOCUS site has access to a site phone and/or tablet device to be used appropriately within our services and in case of emergencies. Parents/Guardians are required to contact Nu FOCUS Head office on 0300 111 008 if they wish to speak with their child during service times.

Photography and Video

Please be aware that Nu FOCUS, associated organisations and media outlets may occasionally take photographs/videos of activities and children within these settings for the sole purpose of use with promotional and informational material. If filming is due to take place at a specific site, all parents will be notified prior to the event. Parents/guardians that do not wish their child/ren to be photographed or filmed should share this information within the registration process.

Personal Property

Valuable items should not be brought to Nu FOCUS services. Please note children traveling to our services via scooter will not be permitted to leave them onsite due to space restrictions and safekeeping issues. Nu FOCUS will not be liable for the loss or damage of any item of personal/valuable property brought to any of its venues. We advise parents to ensure that all bags and clothing are clearly labelled with the child's name.

Our Liability

We do not exclude or limit in any way our liability for:

- a) Death or personal injury caused by our negligence of our employees, agents or subcontractors
- b) Fraud or fraudulent misrepresentation
- c) Breach of the terms implied by section 3, 4 and 5 of the supply of goods and services ACT 1982
- d) Breach of the terms implied by sections 3,4 and 5 of the supply of goods and services ACT 1982 (description, satisfactory quality, fitness for purpose and samples); and e) Defective products under the Consumer Protection Act 1987.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or negligence. We are not responsible for any loss or damage that is not an obvious consequence of Nu FOCUS breaching the terms.

Other Important Terms

We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these terms. We will always notify you in writing or by posting on our website if this occurs.

You may only transfer your rights under the terms which shall extend to any participant but such extension shall not affect our rights to terminate or vary contract in accordance with the terms.

Your rights under the terms shall extend to any participant but such extension shall not affect our rights to terminate or vary any contract in accordance with the terms. Each of the paragraphs of these terms operates separately, if any court or relevant authority decides that any of them are unlawful or unenforceable then the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These terms are governed by English law. This means a contract for the activity through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Policies and Procedures

A full overview of all Nu FOCUS policies and procedures are available for inspection at each respective Nu FOCUS venue.

Programme Dates and Activities

All of the information in our literature is correct at the time of printing. Not every activity pictured in our literature is available at every venue. Please check venue specific details using the service finder on our website www.rollbackworld.com/action-half-term-holiday-activities/ to find out what's available and where. Should you have any further queries, please do not hesitate to contact us on 0300 111 0808. We are delighted that you have chosen Nu FOCUS and look forward to your child joining us soon.

The Nu FOCUS team