HEATHERTON

1912

Heather Town – Terms of Service

Berkhamsted Schools Group

June 2025

1. Booking & Entry Requirements

- **Booking information:** All visitors must book and pay in advance through our website
- **Adult Supervision:** Every booking must include an accompanying adult **(maximum of 3 children per 1 adult)**. Booking details will be checked on arrival.

2. Health & Safety

- **Handwashing:** Hand sanitising stations are available and must be used upon entry. All children and adults must wash their hands after using the toilet.
- **Illness:** Please bring only healthy children to Heather Town. You and your child should remain at home if he, she or you have had a fever, vomited, or had diarrhoea within the past 48 hours, or are exhibiting contagious cold symptoms (usually during the first few days of a cold), or any symptoms of COVID-19. If you see another child with a runny nose or cough, do not automatically assume the child is contagious as allergy symptoms can resemble cold symptoms. We reserve the right to refuse admittance to the session if we feel that the child or adult is too ill to participate.
- **Accident Reporting:** All accidents must be reported to staff to receive assistance from a First Aider.
- **Safety Checks:** Equipment is inspected daily—please report any damage or risks to staff.
- **Medical Needs:** Visitors with asthma, heart issues, or other conditions affected by exercise must ensure medication (e.g., inhaler, EpiPen) is easily accessible with a responsible adult.

3. Dress Code & Personal Items

- **Recommended Clothing:** Long-sleeve tops and trousers are advised for play, but both parents and children should wear comfortable play clothes. Socks and shoes must be worn in play areas at all times.
- **Jewellery:** Please remove jewellery before play to prevent injury.
- **Photography:** Yes, you are welcome to take photos of your child. However, please be mindful of other children and avoid capturing their images without consent from their parents or guardians.
- **Long Hair:** Must be tied back to prevent entanglement in any equipment.
- **Personal Items:** Please bring any necessary items for your child, such as nappies, wipes, snacks, and drinks. Heatherton will provide toys and role play equipment.

4. Supervision & Age Restrictions

- **Adult Supervision:** All children must be accompanied by an adult (18+) at all times.
- **Play Equipment:** The sessions are designed for children aged 2-4 years. Each child must be accompanied by a parent or guardian at all times. Babies are welcome as part of the family group.
- **Parental Responsibility:** Parents/guardians are fully responsible for supervising children and safeguarding valuables. While we make every effort to ensure the safety and comfort of you and your child during the sessions, participation in our activities, and the use of our equipment is at your own risk. Your class fees include insurance cover for your child.

5. Behaviour & Conduct

- **Kindness & Respect:** No fighting, bullying, or inappropriate language—visitors displaying unacceptable behaviour may be asked to leave.
- **Climbing Restrictions:** Children must not climb on the play structures.
- **Sharp Objects:** No sharp objects, including knives for cakes, are allowed.
- **Throwing Objects:** Balls and other play items must not be thrown at others.
- **Smoke & Fire Safety:** No smoking, vaping, or tampering with fire safety equipment.

- **Violence:** Threats, abuse, or harassment toward staff will result in termination of the child's place.

6. Food & Drink

- **Outside Food Policy:** Visitors may bring their own food and drinks, however we are a nut free site. Any foods with nuts will not be allowed within the facility.
- **Spillage Management:** Food and drink spills should be cleaned immediately or reported to staff.

7. Cancellations & Changes

- **Cancellation policy:** Unfortunately, we are unable to offer a refund if you need to cancel your session.
- **If the session is cancelled:** In the unfortunate event that the session is cancelled by Heatherton School you will receive a full refund.
- **Snow Policy:** If Heatherton remains open despite snow, no refunds for cancellations. If Heatherton closes, a refund or reschedule will be provided.

8. Fire & Evacuation Procedure

- **Fire Alarm:** If a fire alarm is activated, please follow members of staff in a calm and orderly fashion to the assembly point in the main playground. Do not stop to collect any belongings. Parents/guardians must ensure children evacuate safely.

9. Complaints Procedure

- **Informal Resolution:** If you have any concerns during your session, please speak with a staff member or manager to resolve the issue.
- **Formal Complaint:** If the informal resolution does not resolve your complaint, please submit a written complaint to management at HeatherTown@heatherton.com

10. Communication

- If you have any questions or concerns with the terms and conditions, please contact us at HeatherTown@heatherton.com or by phone at (01494) 726433.

11. Data Protection

- Heather Town is operated by Berkhamsted Schools Group, which is committed to protecting your personal data and respecting your privacy in accordance with applicable UK data protection legislation. This includes the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and where relevant, the Privacy and Electronic Communications Regulations (PECR).
- We collect and process personal data as part of your booking and participation in Heather Town sessions. This includes information such as your name, contact details, payment details, and your child's name and age. This data is used for purposes including managing your booking, ensuring health and safety, and communicating with you about your sessions.
- All personal data is processed lawfully, fairly, and transparently. We do not share your personal data with third parties except where it is necessary to deliver the service (e.g. payment processing), comply with legal obligations, or protect the vital interests of a child or individual.
- We will only send marketing or promotional communications by email or other electronic means where we have your explicit consent. You may withdraw this consent at any time.
- A full Privacy Notice, including details of your rights and how we collect, use, store and protect your personal information, is available on our website at the time of booking; this Privacy Notice can also be viewed here. If you have any questions, complaints, or wish to exercise your rights under data protection law (including access, rectification, or erasure), please contact us at dataprotection@berkhamsted.com.

12. Liability

- We take every reasonable precaution to ensure the safety and wellbeing of all children, parents, and carers attending Heather Town. Our staff conduct regular risk assessments, and all equipment is inspected daily. However, participation in our sessions is at your own risk.
- Berkhamsted Schools Group shall not be liable for any loss, damage, or injury suffered by you or your child during a session except where such loss arises from our negligence or breach of duty. We do not accept liability for loss or damage to personal property brought onto the premises.
- Nothing in these Terms excludes or limits liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded or limited under English law.
- By attending Heather Town sessions, you accept full responsibility for the supervision of your child(ren) and for ensuring they behave safely and appropriately.

13. Updates & Governing Law

- Terms may be updated due to legal requirements. You will be notified **15 days in advance** of any such changes.
- These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales