The Recharge Club™

Specialist Weekend Day Respite for Children and Young People
with Special Educational Needs and Disabilities

Gift Card Terms and Conditions

Giving the gift of a restful day

Document Title	Gift Card Terms and Conditions
Trading Name	The Recharge Club™
Legal Entity	NutriDive Ltd
Company Number	16659858
Registered Office	39 Coltsfoot Drive, Chorley, PR6 0JP
Document Owner	Mrs Michaela Cmorej, BSc(Hons), ANutr — Director
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PRIVATE & CONFIDENTIAL This document forms part of the published policy and terms library of The Recharge Club™.

1. Introduction and Scope

1.1 These Gift Card Terms and Conditions govern the purchase and use of gift cards issued by The Recharge Club™ (referred to in this document as "we", "us", "our", or "the club"), a trading name of NutriDive Ltd, a company registered in England and Wales under company number 16659858, with its registered office at 39 Coltsfoot Drive, Chorley, PR6 0JP.

1.2 A gift card entitles a child or young person to attend one twelve-hour weekend day respite session at the club, subject to registration, a suitability assessment, availability, and the terms set out below.

1.3 By purchasing a gift card you confirm that you have read, understood, and agree to be bound by these Gift Card Terms and Conditions. Please read them carefully before completing your purchase.

1.4 These Gift Card Terms and Conditions should be read alongside our main Terms and Conditions, our Privacy Notice for Families, our Admissions and Registration Policy, and our Safeguarding and Child Protection Policy, each of which is published on our website. Where these Gift Card Terms and Conditions and the main Terms and Conditions differ in relation specifically to gift cards, these Gift Card Terms and Conditions take precedence.

2. Definitions

In these Gift Card Terms and Conditions, the following words have the following meanings:

Term	Meaning
Gift Card	A prepaid electronic card or voucher, issued by email, that may be redeemed against one twelve-hour weekend day respite session at the club. A purchaser or recipient is welcome to print the gift card at home if they would like a physical copy.
Purchaser	The person who buys the gift card and makes payment for it.
Recipient Family	The family who receives the gift card and who arranges for the child or young person to attend the club.
Parent or Legal Guardian	A person who holds parental responsibility for the child or young person within the meaning of the Children Act 1989.
Child or Young Person	The child or young person aged eight to fifteen years (up to their sixteenth birthday) for whom the session is intended.
Session	One weekend day respite session, running from ten o'clock in the morning until ten o'clock at night on a Saturday or Sunday.
Individual Support Plan	The written plan completed for each child or young person before their first session, recording their needs, preferences, and the support the club will provide.
Working Day	Any day other than a Saturday, Sunday, or bank holiday in England.

3. Purchasing a Gift Card

3.1 Gift cards may be purchased through our website by any person aged eighteen years or over. A gift card allows a member of the wider family, a friend, or any other person to fund a day of respite for a child or young person, so that the parents or carers of that child can enjoy a full day to themselves.

3.2 Each gift card has a value of £225, which is the standard fee for one twelve-hour session at the club. A purchaser may buy more than one gift card if they wish to fund more than one session.

3.3 Payment is taken in full at the time of purchase through the secure payment facility on our website. A gift card is only issued once payment has been received and confirmed.

3.4 Gift cards are issued electronically only. Following a successful purchase, the gift card is sent by email, together with a unique gift card reference. The purchaser is responsible for providing an accurate

email address and contact details. We are not responsible for a gift card that is not received because an incorrect email address or other contact detail was supplied at the point of purchase.

3.5 A gift card is ordinarily sent by email within two working days of payment being confirmed. If a purchaser or recipient would like a physical card to give in person, they are welcome to print the electronic gift card themselves. Where a purchaser has asked for a gift card to be sent on a chosen future date, it will be sent on, or in good time for, that date wherever reasonably possible.

3.6 Our specialist day respite service is a welfare service provided by a childcare setting registered on the Ofsted Voluntary Childcare Register. Session fees, including those funded by gift cards, are exempt from Value Added Tax. No Value Added Tax is therefore charged on a gift card.

4. Gift Card Value and What It Covers

4.1 Each gift card covers one standard twelve-hour session for one child or young person, including the care, activities, and meals provided as part of a standard session.

4.2 A gift card is redeemed in full against a single session. It cannot be part-redeemed, split across more than one child, or exchanged for cash, in whole or in part.

4.3 Where a child or young person's Individual Support Plan identifies a need for enhanced one-to-one support that carries an additional charge, we will discuss this openly with the family before any session is confirmed. Any additional cost above the standard session fee is not covered by the gift card and would be agreed and payable separately. No family will ever be charged an additional amount without their prior agreement.

5. Validity Period

5.1 A gift card is valid for six months from the date of purchase. The expiry date is shown on the gift card.

5.2 To use the gift card, the session must be booked and attended before the expiry date. We encourage families to begin the registration process well in advance of the expiry date, as registration and the completion of an Individual Support Plan must take place before a first session can be booked.

> **Fairness where we are unable to offer a session**
> If a child or young person has been registered and assessed as suitable, but we are unable to offer any available session before the expiry date because the club is fully booked, we will not allow the gift card to lapse. In these circumstances we will either extend the validity of the gift card or provide a full refund of £225 to the purchaser. This does not apply where a family has simply chosen not to book an available session before the expiry date.

6. Using a Gift Card — Registration and Booking

6.1 A gift card does not, by itself, book a session or guarantee a place. Before a child or young person can attend for the first time, they must be registered with the club by their parent or legal guardian in exactly the same way as any other child, and following the same procedures set out in our main Terms and Conditions and Admissions and Registration Policy.

6.2 Registration must be completed by a parent or legal guardian who holds parental responsibility for the child or young person. The purchaser of the gift card cannot register the child, provide consent, or share medical or personal information on the child's behalf unless they are themselves the parent or legal guardian. This requirement exists to protect the safety and welfare of every child in our care.

6.3 Once registration is complete and a place has been confirmed, a session is booked through our website in the usual way. All bookings are subject to availability. A gift card guarantees neither a place at the club nor a session on any particular date.

6.4 The gift card reference must be provided during registration or at the time of booking so that it can be applied to the session fee. A gift card cannot be applied retrospectively to a session that has already been paid for by other means.

7. Suitability Assessment and Individual Support Plan

7.1 The safety and wellbeing of every child and young person is our first priority. Before a first session, we complete an Individual Support Plan with the family and assess whether we can meet the child or young person's needs safely and appropriately within our operational model.

7.2 This assessment is the same for every family, whether a session is funded by a gift card, by direct payment, or by any other means. A gift card does not change, shorten, or remove any part of our registration, assessment, or safeguarding procedures.

7.3 We welcome children and young people across a wide range of special educational needs and disabilities. However, we are only able to accept a child or young person where our assessment confirms that we can meet their needs safely. Where we are unable to do so, the refund arrangements in section 8 apply.

8. Refunds Where a Child's Needs Cannot Be Met

> **Our promise to gift card purchasers**
> When a child or young person's parent or legal guardian submits their completed registration form, we assess the information provided to make sure we can meet the child's needs safely. If we conclude that we are unable to do so, the full gift card value of £225 will be refunded within five working days from the date on which we receive that completed registration form.

8.1 Every child or young person is assessed on the basis of the registration form completed and submitted by their parent or legal guardian. Where, having assessed that form, we conclude that we cannot meet the child's needs safely, we will confirm this to the family in writing, with an explanation, and wherever possible we will signpost the family to alternative provision that may be better suited to the child.

8.2 The refund of £225 will be made to the original purchaser, using the original method of payment, within five working days from the date on which we receive the completed registration form. Where the purchaser and the family would prefer the refund to be directed elsewhere, this can be arranged by agreement in writing between all parties.

8.3 A refund under this section is a full refund of the gift card value. No administration charge or deduction of any kind is applied.

8.4 This refund arrangement is in addition to, and does not affect, any statutory rights the purchaser may have under consumer law.

9. Cancellation and Cooling-Off Rights

9.1 Because a gift card is bought online, the purchaser has a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the purchase within fourteen days, beginning on the day after the gift card is issued, and to receive a full refund.

9.2 To exercise this right, the purchaser should contact us using the details in section 18, making clear their decision to cancel. The purchaser may use any clear statement; there is no set form of words.

9.3 The fourteen-day cancellation right applies only where the gift card has not yet been redeemed against a session. Once a gift card has been redeemed against a confirmed booking, the cancellation of that booking is governed by the cancellation provisions of our main Terms and Conditions.

9.4 Any refund due under this section will be made using the original method of payment within fourteen days of our receiving the cancellation.

10. Transfers, Loss, and Security of Gift Cards

10.1 A gift card may be given by the purchaser to a family of their choosing. Once given, the gift card and its reference should be treated with care, as it is used to fund a session.

10.2 A gift card is intended to fund a session for a single child or young person and is not intended to be traded, sold, or used for any commercial purpose. It has no cash value and may not be exchanged for cash.

10.3 Please keep your gift card reference safe. We will make reasonable efforts to help if a reference is lost, but we cannot guarantee to replace a gift card, and we are not responsible for a gift card that is used by another person because its reference was shared or not kept secure. If you believe your gift card reference has been lost or misused, please contact us as soon as possible so that we can help.

11. No Cash Value and No Change Given

11.1 A gift card cannot be exchanged for cash and no cash change is given. As each gift card is equal to the full value of one standard session, no balance remains after a gift card is redeemed.

11.2 The only circumstances in which the value of a gift card is returned as money are the refund arrangements set out in section 5, section 8, and section 9.

12. Expiry of Unused Gift Cards

12.1 Subject to section 5.2, a gift card that has not been redeemed against a session before its expiry date will expire and can no longer be used. We will send a reminder to the contact details we hold before the expiry date wherever we are reasonably able to do so.

12.2 Nothing in this section affects a purchaser's statutory rights, or the fairness arrangements in section 5 where the club has been unable to offer an available session.

13. Relationship with Our Main Terms and Conditions

13.1 A session funded by a gift card is, in every other respect, subject to our main Terms and Conditions. This includes, but is not limited to, our arrangements for drop-off and collection, our requirement that every child be accompanied by an authorised adult aged eighteen or over at drop-off and collection, our behaviour and Positive Behaviour Support approach, our policies on medication and personal care, and our cancellation and attendance provisions.

13.2 The family attending the club is responsible for reading and complying with our main Terms and Conditions and related policies, all of which are published on our website.

14. Safeguarding and Parental Responsibility

14.1 The welfare of the children and young people in our care is paramount. Nothing in these Gift Card Terms and Conditions permits any person to bypass our registration, consent, or safeguarding requirements.

14.2 Only a parent or legal guardian with parental responsibility may register a child, give consent for their care, share their information, and authorise their attendance. A gift card purchaser who is not a parent or legal guardian has no such authority by virtue of purchasing a gift card.

14.3 Every child must be accompanied by an authorised adult aged eighteen or over at drop-off and collection. We do not offer any arrangement for a child or young person to travel to or from the club independently.

15. Liability

15.1 We provide our services with reasonable care and skill, in line with the Consumer Rights Act 2015 and our regulatory obligations.

15.2 Nothing in these Gift Card Terms and Conditions limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for any other liability that cannot be limited or excluded by law.

15.3 Subject to section 15.2, our total liability arising from the purchase or use of a gift card is limited to the value of that gift card.

16. Data Protection

16.1 NutriDive Ltd is the data controller for personal information collected in connection with gift cards and is registered with the Information Commissioner's Office.

16.2 We process the personal information of purchasers and families in accordance with the United Kingdom General Data Protection Regulation and the Data Protection Act 2018. Information relating to a child or young person's health and needs is special category data and is handled with particular care, as described in our Privacy Notice for Families and our Data Protection Policy.

16.3 We use the purchaser's information only to process and deliver the gift card, to administer any refund, and to meet our legal obligations. We do not sell personal information to any third party.

17. Changes to These Terms

17.1 We may update these Gift Card Terms and Conditions from time to time, for example to reflect changes in our services or in the law. The terms that apply to a gift card are those in force on the date the gift card was purchased.

17.2 The current version is always available on our website.

18. Complaints and Contact Details

18.1 If you have any question about a gift card, or if you wish to make a complaint, please contact us. We take all concerns seriously and will respond in line with our Complaints Policy.

The Recharge Club™ — a trading name of NutriDive Ltd
Director and Contact: Mrs Michaela Cmorej, BSc(Hons), ANutr
Registered Office: 39 Coltsfoot Drive, Chorley, PR6 0JP
Telephone: [insert telephone number]
Email: [insert email address]
Website: [insert website address]

19. Governing Law

19.1 These Gift Card Terms and Conditions, and any dispute arising from them, are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

19.2 These terms do not affect the statutory rights of a consumer.

These Gift Card Terms and Conditions were adopted by NutriDive Ltd, trading as The Recharge Club™.
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