TERMS AND CONDITIONS

The Recharge Club™

Terms and Conditions of Booking

The Agreement Between Families and The Recharge Club for the Provision of Day Respite Sessions

Service Provider:	NutriDive Ltd, trading as The Recharge Club™
Company Number:	16659858
Registered Office Address:	39 Coltsfoot Drive, Chorley, PR6 0JP
Document Owner:	Mrs Michaela Cmorej, Director
Status:	Contractual document — accepted by every family before their child's first session
Session Fee:	£225 per child per twelve-hour session (10:00 am to 10:00 pm)
Drop-Off and Collection:	Drop-off 10:00 am to 11:30 am; collection window 7:00 pm to 10:00 pm; 10:00 pm is the final collection time
Payment Terms:	Full payment must be received at least three working days before the booked session; The Recharge Club™ is not prescriptive about payment method, including card, bank transfer, funding schemes, or providers such as Klarna
Registration Review Period:	Within seventy-two hours of a completed registration form being submitted
Date Adopted:	1st August 2026
Review Frequency:	Annually, and immediately following any change to fees, policies, or statutory guidance
Next Review Due:	Twelve months from the date of adoption
Related Policies:	This document incorporates by reference the Child Protection and Safeguarding Policy, the Behaviour Management Policy, the Drop-Off, Collection and Late Collection Policy, the Cancellation Policy, the No Mobile Phones, Electronics and Valuables Policy, the Complaints Policy and Procedure, and the Data Protection Policy and Privacy Notice for Families

1. Definitions and Interpretation

In these terms and conditions, the following words have the following meanings, unless the context requires otherwise:

Term	Meaning
“The Recharge Club”, “we”, “us”, “our”	NutriDive Ltd, a company registered in England and Wales under company number 16659858, trading as The Recharge Club™.
“Family”, “you”, “your”	The parent, carer, or legal guardian who books a place and enters into this agreement on behalf of a child.
“Child”	The child or young person, aged eight to fifteen up to their sixteenth birthday, for whom a place is booked.
“Session”	A single day of attendance at The Recharge Club™, running from 10:00 am to 10:00 pm on a Saturday or Sunday.
“Individual Support Plan”	The written plan setting out a child’s needs, support requirements, medical information, and authorised collectors, completed before a child’s first session and reviewed at least every six months.
“These Terms”	This document, together with the policies incorporated into it by reference.

2. Introduction and Acceptance of These Terms

These terms and conditions govern every booking made with The Recharge Club™. By completing our registration process, submitting a booking, and making payment, you confirm that you have read, understood, and agree to be bound by these terms and by the policies referred to throughout this document, copies of which are provided before your child’s first session and are available on request at any time thereafter.

Where any provision of these terms conflicts with the more detailed provisions of an individual policy, such as the Behaviour Management Policy or the Drop-Off, Collection and Late Collection Policy, the individual policy takes precedence on that specific point, and these terms should be read as incorporating each policy in full.

3. Eligibility and Age Range

- The Recharge Club™ accepts children and young people aged eight to fifteen, up to their sixteenth birthday, with a wide range of special educational needs and disabilities
- A place is offered only once the registration process set out in section five below has confirmed that The Recharge Club™ can meet the child’s needs safely within its staffing and operating model, as set out in the Behaviour Management Policy
- The Recharge Club™ reserves the right to decline a registration, or to withdraw an offered place before a child’s first session, where the assessment indicates the child’s needs cannot be safely met. The Recharge Club™ never declines a child without a genuine reason, and will always explain its decision clearly and sensitively, and, wherever possible, signpost the family towards alternative provision

4. The Service

4.1 Days and Times

- The Recharge Club™ operates on Saturdays and Sundays only, for approximately fifty weekends per year
- Each session runs from 10:00 am to 10:00 pm, a twelve-hour day

- The drop-off window is between 10:00 am and 11:30 am, and the collection window is between 7:00 pm and 10:00 pm, with 10:00 pm being the final, absolute collection time for every session
- The Recharge Club™ closes for a two-week period over Christmas and New Year each year, and any other planned closure dates are notified to families as far in advance as possible

4.2 What Is Included

- A structured programme of morning and afternoon activities, a quieter break and check-in period, and an evening wind-down programme, tailored to the mixed-age group and to each child's Individual Support Plan
- Meals and snacks meeting each child's recorded dietary and allergen requirements
- A minimum of three adults present throughout every session, maintaining a ratio of no higher than one adult to four children for mixed low- to moderate-need groups, adjusted where an individual child's Individual Support Plan requires closer support
- A written daily summary provided to the family at collection

4.3 The Mixed-Age Group

The Recharge Club™ supports all children and young people aged eight to fifteen together in a single mixed-age group, rather than dividing children into separate rooms or programmes by age, as explained further in the organisation's published information about its approach. Booking a place is an acceptance of this model.

5. Registration Process

Before a child can attend The Recharge Club™ for the first time, the family completes the following three-step registration process.

5.1 Step One: Register Your Child

The family completes The Recharge Club™'s online registration form, which takes approximately twenty to thirty minutes and is completed once. The form covers the child's diagnosis and medical information, how they communicate, their sensory profile, their behaviour and emotional regulation, their interests and what helps when things are difficult, and who is authorised to collect them. The form also includes a set of safety questions, asked directly, about the child's history in group settings, any physical behaviours, and the family's own view of whether The Recharge Club™ can meet the child's needs. The family agrees to answer these questions honestly and completely, on the understanding that there are no wrong answers, and that honest information allows The Recharge Club™ to plan properly and keep every child in its care safe.

5.2 Step Two: Review of Registration

Once a completed registration form is received, it is reviewed carefully within seventy-two hours. This review is separate from, and not to be confused with, the payment timescales set out in section seven below. The review includes:

- A needs assessment, considering whether the child's needs can be met within The Recharge Club™'s setting and staffing model
- The beginning of the child's Individual Support Plan, built using the information provided at registration, which goes on to guide every aspect of the child's care during a session
- A risk assessment, considering any identified risk factors to the child, to other children in the group, and to staff, and identifying what adjustments or additional support may be needed
- A staffing and ratio review, considering whether the child's needs require a closer staff-to-child ratio and how this would be planned for

The Recharge Club™ may contact the family during this period if further information is needed before a decision can be made.

5.3 Step Three: Approval and Booking Access

The family hears from The Recharge Club™ within seventy-two hours of submitting the registration form, with one of the following outcomes:

- Accepted: The Recharge Club™ contacts the family to confirm, and invites them to arrange a free introductory visit before the child's first session. This visit is highly recommended, as it gives the child a chance to see the setting and meet the team before their first full day, and gives The Recharge Club™ the chance to finalise the child's Individual Support Plan together with the family. An introductory visit is warmly encouraged but not mandatory, in recognition that not every family is able to make a visit work, particularly where they are travelling from further away. Once registration is approved, the family's booking access is opened, and they may reserve the child's first session
- More information needed: The Recharge Club™ contacts the family to discuss the child's needs further before a final decision is made
- Unable to accept at this time: The Recharge Club™ explains its decision clearly and sensitively, and, wherever possible, signposts the family towards alternative provision that may better meet the child's needs

The family agrees to notify The Recharge Club™ promptly of any change to the information provided at registration or since confirmed in the child's Individual Support Plan, including a change in medication, diagnosis, or authorised collector.

6. Booking Process

Once registration has been approved, sessions are booked through The Recharge Club™'s online booking system.

- At the time of booking, the family selects a drop-off slot within the 10:00 am to 11:30 am window and a collection slot within the 7:00 pm to 10:00 pm window for that session
- Bookings may be made for a single session, or as a standing weekly or fortnightly arrangement, subject to availability
- A booking is confirmed only once full payment has been received in accordance with section seven below; The Recharge Club™ is unable to hold a place without payment
- Where The Recharge Club™ is fully booked for a given session, the family may be offered a place on the waiting list, and will be contacted if a place becomes available

7. Fees and Payment Terms

7.1 Session Fee

The current session fee is £225 per child per twelve-hour session. Fees are reviewed periodically, and any change is notified to families in writing at least one full calendar month before it takes effect, and applies only to sessions booked after that date.

7.2 How Payment Works

The Recharge Club™ is not prescriptive about how payment is made, so long as the full session fee reaches The Recharge Club™ at least three working days before the booked session date. This applies equally whichever payment method a family chooses, including card, bank transfer, a funding scheme, or an alternative payment provider such as Klarna.

> ***Full payment must be received by The Recharge Club™ at least three working days before the booked session date, whichever payment method is used. A session is only confirmed once this has happened; The Recharge Club™ is unable to hold a place without payment.***

- Payment by debit or credit card, bank transfer, or Tax-Free Childcare top-up is usually received well within the three-working-day window, and may be made at the time of booking for convenience
- Payment using a buy-now-pay-later or instalment provider, such as Klarna, is accepted on the same basis: what matters to The Recharge Club™ is that the full amount is received within the three-working-day window, not how the family has arranged to repay the provider over time. The Recharge Club™ does not endorse or recommend any particular buy-now-pay-later provider, and receives no commission from one; using one is entirely the family's own financial decision
- Where a family is paying through an Education, Health and Care Plan direct payment or a personal budget, payment must also be received within the same three-working-day window, in recognition of the processing time these schemes can involve

7.3 Accepted Payment Methods

- Debit or credit card
- Bank transfer
- Tax-Free Childcare government top-up accounts
- Buy-now-pay-later or instalment payment providers, such as Klarna, where offered
- Education, Health and Care Plan direct payments and personal budgets

Families unsure how to pay through their particular funding route, or how a buy-now-pay-later provider works, are warmly encouraged to contact The Recharge Club™, which will explain the process and support the family through it.

7.4 Failure of Payment

- Where payment has not been received within three working days of the booked session, The Recharge Club™ will attempt to contact the family to resolve the matter, but reserves the right to treat the booking as unconfirmed and to release the place to another child
- Where a payment fails, is declined, or is reversed after a session has taken place, including a chargeback or reversal relating to a buy-now-pay-later provider, the family remains liable for the outstanding fee, and The Recharge Club™ reserves the right to require full payment in advance for any future session before confirming further bookings
- Persistent late or failed payment may result in a standing booking being suspended until the account is brought up to date

8. Cancellation by the Family

Notice Given	Outcome
Seventy-two hours or more before the booked session	Full refund, or full credit towards a future session, at the family's preference
Less than seventy-two hours before the booked session	The session fee is non-refundable, save in the exceptional circumstances set out in the Cancellation Policy, which are considered individually and sympathetically
No notice given; child does not attend	The session fee is retained in full

Cancellation must be given in writing, by letter, email, or the organisation's official booking channel, and is effective from the date and time it is received rather than the date and time it is sent. Full detail, including how the seventy-two hour period is calculated and how exceptional circumstances are considered, is set out in the Cancellation Policy, which forms part of this agreement.

9. Cancellation, Suspension or Closure by The Recharge Club™

The Recharge Club™ may need to cancel a session, for example due to staff illness leaving minimum staffing ratios unable to be met, an emergency affecting the premises, or severe weather. Families are notified as early as reasonably possible, and the session fee is refunded in full or credited towards a future session, at the family's preference, regardless of how much notice is given. The Recharge Club™ is not liable for any indirect loss or expense a family incurs as a result of such a cancellation, such as the cost of alternative care arranged independently.

10. Waiting List

Where The Recharge Club™ is fully booked, families may join a waiting list. A place on the waiting list does not guarantee a future booking, and families are contacted in the order the waiting list was joined as places become available, taking into account the operational and staffing considerations relevant to each session.

11. Drop-Off and Collection

- The drop-off window is between 10:00 am and 11:30 am, and every child must be brought to and collected from every session by an authorised adult aged eighteen or over, who signs the day register in person at both arrival and departure, in line with the Drop-Off, Collection and Late Collection Policy
- The collection window is between 7:00 pm and 10:00 pm, and 10:00 pm is the final, absolute collection time for every session
- A late collection charge applies where a child is collected after 10:00 pm, as set out in section twelve below and in full in the Drop-Off, Collection and Late Collection Policy
- A child is released only to an adult named as an authorised collector on the child's Individual Support Plan; independent travel to or from a session is not offered under any circumstances

12. Late Collection Charges

A ten-minute grace period applies from 10:00 pm, after which a late collection charge of £20.00 applies for every fifteen minutes, or part thereof, that a child remains uncollected, in line with the Drop-Off, Collection and Late Collection Policy. This charge reflects the minimum staff time and premises lock-up procedures required following any late collection, and is invoiced separately or deducted from any payment method held on file. Repeated late collection is addressed directly with the family and may result in a review of whether continued booking remains appropriate, as set out in that policy.

13. Personal Belongings and Prohibited Items

Children must not bring mobile telephones, personal electronic devices, cameras, or other valuable personal items to a session, in line with the No Mobile Phones, Electronics and Valuables Policy, save for medical or communication devices agreed in advance and recorded in the child's Individual Support Plan.

> ***The Recharge Club™ accepts no liability for the loss, theft, damage or destruction of any mobile telephone, electronic device, or valuable item brought onto the premises in breach of this policy, whether the loss or damage is caused by another child or otherwise. Families are strongly advised not to send a child to a session with any such item.***

14. Medication and Health Information

- The family agrees to provide complete and accurate information about a child's medical needs, medication, and any emergency health care plan required, in line with the Medication Administration Policy
- The family consents to The Recharge Club™ administering medication strictly in accordance with the written consent and instructions provided, and to staff seeking emergency medical treatment for the child, including calling the emergency services, where this is reasonably necessary for the child's immediate safety
- The family agrees to keep medical and emergency contact information up to date, and acknowledges that The Recharge Club™ relies on this information being accurate in order to care for the child safely

15. Illness and Exclusion

- Families are asked not to bring a child to a session while they have a communicable illness, in line with standard public health exclusion periods
- The Recharge Club™ reserves the right to decline to admit a child who appears unwell on arrival, or to contact a family to collect a child who becomes unwell during a session, in either case in the interests of the health and safety of that child and others
- Where a child is excluded or collected early on health grounds, the standard cancellation terms in section eight do not apply, and the family is not charged an additional fee for early collection in these circumstances

16. Behaviour, Safeguarding and Suspension of Place

The Recharge Club™ operates in line with the Behaviour Management Policy, including its Positive Behaviour Support approach and its thresholds for what constitutes an unacceptable level of risk within the setting. Where a child's presenting risk is assessed as exceeding what can be safely managed within the organisation's operating model, The Recharge Club™ will work with the family to explore adjustments in the first instance, but reserves the right to suspend or withdraw a place where safety cannot otherwise be assured, as set out in full in that policy. Any decision of this kind is communicated to the family in writing, with the reasons explained.

The Recharge Club™ also reserves the right to suspend or terminate a booking with immediate effect where a family member or other adult connected with a booking behaves in a threatening, abusive, or unsafe manner towards staff, other families, or children.

17. Photography, Video and Consent

Photographs and video of a child are taken and used only with specific, written parental consent, which may be withdrawn at any time, in line with the Child Protection and Safeguarding Policy and the Data Protection Policy and Privacy Notice for Families.

18. Complaints

Any concern or complaint about the service is handled in line with the Complaints Policy and Procedure, a copy of which is provided to every family before their child's first session and is available on request at any time thereafter. Making a complaint never has any adverse effect on a child's place.

19. Data Protection and Confidentiality

Personal information provided by families is processed in line with the Data Protection Policy and Privacy Notice for Families, a copy of which is provided before a child's first session. NutriDive Ltd, trading as The Recharge Club™, is the data controller for this information. Both parties agree to keep confidential any personal or sensitive information they become aware of about the other in the course of this agreement, save where disclosure is required by law or necessary to protect a child's welfare.

20. Insurance and Limitation of Liability

- The Recharge Club™ maintains public liability and employer's liability insurance appropriate to its activities
- Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited
- Save for this, The Recharge Club™'s liability is limited as set out in section thirteen above in respect of prohibited items, and otherwise to loss that was reasonably foreseeable as a direct result of a failure by The Recharge Club™ to exercise reasonable care, and excludes indirect or consequential loss

21. Force Majeure

Neither party is liable for any failure or delay in performing its obligations under these terms where this results from circumstances beyond its reasonable control, including extreme weather, pandemic, fire, flood, power or utility failure, or government restriction. Where such an event prevents a session from taking place, section nine above applies in respect of fees already paid.

22. Changes to These Terms and Conditions

The Recharge Club™ may update these terms and conditions from time to time, for example to reflect a change in the law, in its policies, or in how it operates. Families are notified in writing of any material change at least one calendar month before it takes effect, and continued use of the service after that date constitutes acceptance of the updated terms.

23. Termination of the Agreement

Either the family or The Recharge Club™ may end an ongoing booking arrangement by giving reasonable written notice, save where a place is suspended or withdrawn with immediate effect on safety grounds in line with section sixteen above, or where an allegation or incident requires immediate action in line with the Child Protection and Safeguarding Policy.

24. Severability

If any provision of these terms is found by a court or other competent authority to be invalid, unlawful, or unenforceable, that provision is deemed modified to the minimum extent necessary to make it valid and enforceable, or, if that is not possible, is severed from the remainder of these terms, which continue in full force and effect.

25. Entire Agreement

These terms and conditions, together with the policies incorporated into them by reference and the child's Individual Support Plan, constitute the entire agreement between the family and The Recharge Club™ in respect of the service, and supersede any prior discussion, understanding, or representation, whether written or oral, save for any fraudulent misrepresentation.

26. Third Party Rights

A person who is not a party to this agreement has no right to enforce any term of it, save that this does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

27. Notices

Any formal notice given under these terms, including a cancellation notice, is given in writing to the address or email address provided at the time of booking, and by the family to the Director at the registered office address or the email address provided in the welcome pack. A notice is treated as received on the date it is delivered, or, if sent by email, on the date it is sent, provided no delivery failure notification is received.

28. Governing Law and Jurisdiction

These terms and conditions are governed by the law of England and Wales, and any dispute arising from them is subject to the exclusive jurisdiction of the courts of England and Wales.

29. Acceptance

By completing our registration process, confirming a booking, and making payment for a session, the parent or carer confirms that they have read, understood, and agree to these terms and conditions, and to the policies referred to throughout this document.

This document has been approved by the Director of The Recharge Club™.