Terms and conditions 2023

Terms and Conditions

'I','us','we' and 'our' will relate to Active8 Minds and the coaching team.

Please visit the link below which will inform you on how we intend to use and store your data.

https://active8.wraparoundcarebooking.co.uk/GetStarted/Terms

BOOKINGS:

- 1. All bookings are made through the online booking portal. Part of this agreement is that the costs will be paid in the allotted time and terms and conditions will be agreed to as stipulated by us who in turn will deliver the sessions on the dates and times as stated in our programme of activities
- 2. Any online bookings that are subject to a price error will be cancelled & corrected and the recipient will be informed at the earliest opportunity.
- 3. In order for a child to attend any Active8 Minds club, you are required to register your details through the online portal and make the relevant booking.
- 4. With the exception of a doctor's note being provided, missed or cancelled sessions will not be refunded. If no payment has been made, but your child was originally booked on, full payment must be made, whether your child attended or not.
- 5. Spaces at some establishments are limited and are on a first come first serve basis
- 6. New term bookings will be available 3-4 weeks before the final session of term is delivered.
- 7. Bookings and payments are calculated on a termly basis. Please be aware that we do not charge for INSET days and will go off the dates provided by each school. If these change after our terms have gone live, we will arrange a credit on your account.
- 8. In addition to termly bookings, we will try to accommodate ad hoc and weekly bookings.
- 9. To reiterate, once a booking is made through our online portal (either in person or by our team), you are agreeing to our terms and conditions.

PAYMENTS:

- 10. All club/session fees must be paid within the published time frame. This can be found on the invoice.
- 11. All sessions require some form of payment prior to attending. This is by way of 50% upfront payment or full payment. At our discretion, we

may allow alternative payment plans. 50/50 payment not available for half termly bookings.

- 12. Payment is charged for each term, which consists of the 1st day back at school until the last day of each term. We DO NOT charge for INSET days. Refunds will not be given for school closures or reasons out of our control.
- 13. The charges apply to each full/half term and no refunds will be given to children starting or ending the term late/early. All bookings are on a "space per child" basis.
- 14. Cash, online payments, childcare vouchers, government tax free vouchers and a bank transfer are the only recognised payment methods.
- 15. When paying through childcare vouchers, please be aware that we DO NOT automatically receive payment once you have selected this from the payment options. You are still required to log in to your respective voucher provider and set up the payment.

CANCELLATIONS:

- 16. Cancellation by Active8 Minds: Active8 Minds will strive to ensure all sessions go ahead as planned. In the event of an unforeseen cancellation an alternative session will be offered in lieu or a credit note will be issued
- 17. Cancellation by customer: if your child is unable to attend (with exception of a doctor's note being provided), Active8 Minds will not offer a refund or a credit.
- 18. Cancellation by the school: Active8 Minds will not be liable to offer refunds or credits if any sessions are cancelled as a result of school closures.
- 19. Adverse weather: Active8 Minds will not offer any refunds if a session is cancelled by the school due to adverse weather.
- **20.**If you cancel a session or sessions and no payment has been received, you will still be liable for full payment, according to your bookings.
- 21. If your child is ill or injured and cannot continue with the programme and a valid doctors certificate/letter is produced Active8 Minds will credit or refund you the remaining balance upon receipt of the letter.

CHARGES:

- 22. If monies are not paid within the agreed allotted time, additional charges will be applicable
- 23. Additional charges for late payments -10% of the total cost for the term, plus a £25 management fee will be added to the total bill. This will be added to the outstanding invoice.
- 24. Unpaid fees will be sent to a 3rd party for debt collection. All additional costs accrued through this process will be added to the final bill. This may affect your future credit score
- 25. Returned cheques will incur a £25 management fee and be invoiced to the parent/guardian separately.
- 26. Late pick up or collection from any clubs is deemed as every minute after the published finish time.

- 27. Late pick ups will be charged at £10 for the first 5 minutes or part of and £1 per minute thereafter.
- 28.Penalty charges will be added to the related booking invoice and are made payable within 7 working days

GENERAL:

- 29. Active8 Minds have public liability insurance to a value of 5 million pounds, however, we will not accept responsibility or liability for any loss or damage to personal property, belongings or effects prior to, during, or leaving our sessions.
- 30.Your child will not be able to participate in any of the Active8 Minds activities without prior booking made through the online portal or through the head office admin team.
- 31. Active8 Minds will make reasonable adjustments but will not accept disruptive behaviour and while we will strive to understand each child's needs, poor behaviour, bad language, bullying or anything else deemed inappropriate for our clubs will not be tolerated. This could lead to dismissal from our clubs with no refund for the remaining booked sessions.
- 32. Where possible, Active8 Minds will endeavour to deliver the session/s as described. However, it is at the management's discretion to alter/change the sessions due to low numbers, bad weather, defective equipment/facilities or changes to the facilities in use.
- 33. Your child must be collected by the authorised adult as stated on your booking information. If your child is to make their own way home from clubs, we require this information in writing and on your account. If a sibling or family friend under the age of 18 is collecting, we require written permission from the parent/guardian.
- 34. To avoid confusion and to uphold child safety Active8 Minds staff will not allow your child to leave with anyone other than the named person/s on the signed child participation form or the person/s as agreed by the parent guardian (if late notice).
- 35. Active8 Minds will strive to uphold the school/establishment code of conduct and behaviour policy
- 36. Staff associated with Active8 Minds, may on occasion take pictures or videos for promotional purposes and may be uploaded onto our website, and/or used in promotional marketing material. You will be made aware of this, prior to the session commencing. Prior approval will be required by way of a photograph permission form.
- 37. Pictures will not be distributed to a third party, nor will they be used for any purpose other than the website or promotional material
- 38. Any information uploaded to social media by a customer must not be deemed detrimental towards the company, bring the company into disrepute or portray the company and it's services in a negative light. Any such wording or information will be removed and if deemed necessary, reported to the relevant authorities.
- 39. We understand there may be an unforeseen circumstance or occasion, which prevents you from picking up your child on time. A telephone call must be put into the staff at clubs (numbers are available on each clubs notice board and on our website) and the management to notify

the staff of a late pick up. If however, this becomes a frequent event, late charges will apply. Persistent late pick ups will result in dismissal from clubs with no refund offered and additional fees to pay.

- 40. Any bookings made via our website, online booking system or booking forms that are subject to a price error will be cancelled and the recipient will be informed at the earliest opportunity.
- 41. All bookings must be paid for prior to the event commencing or your booking will be cancelled, your child will lose their place and a financial penalty will be incurred.
- 42.37. If you have made a booking and your child is under the minimum age requirement, a refund will be given and your child will be removed from the register. If there is an instance where your child attends the club and we later realise they are under the minimum age, you will be asked to collect your child immediately.