



Terms and Conditions
Relating to Wrap Around Care, After School Clubs and Holiday Clubs.

Version	1
Name of responsible (ratifying) committee	Sports Coaching Group Management Team
Document Manager (job title)	Operations Director
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Please read the following important terms and conditions before you buy anything on our website and check that you fully understand the terms and are happy to agree to the same.

These terms and conditions shall apply to your current booking. However, any new bookings made with us on your account may be subject to revised or different terms and conditions so it is important that you read our terms and conditions each time a new booking is made with us.

This contract sets out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- Certain key information required by law.
- In this contract:
- 'We', 'us' or 'our' means Sports Coaching Group (SCG) and 'you' or 'your' means the person using our site to buy services from us.
- If you don't understand any of this contract and want to talk to us about it, please contact us by:
- email: info@sportscoachinggroup.co.uk
- telephone: 01270 449770

Sports Coaching Group a company registered in England and Wales under company number 07680184

Our registered office is at Unit 4C, Brooks Lane Ind Est, CW10 0JG

1. Introduction

1.1 If you buy services on our website you agree to be legally bound by this contract.

1.2 You may only buy services from our site for non-business reasons.

1.3 This contract is only available in English. No other languages will apply to this contract.

1.4 When buying any services you also agree to be legally bound by:

1.4.1 The document referred to in these terms and conditions;

1.4.2 Our website terms and conditions and any documents referred to in them;

1.4.3 Extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you reasonable notice.

All of the above documents form part of this contract as though set out in full here.

2. Information we give you

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please contact us using the contact details at the top of this page. Most of the information is contained within these terms and conditions and are on our website.

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

3. Your privacy and personal information

3.1 Our **Privacy Policy** is available at www.sportscoachinggroup.co.uk.

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal

information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4. Booking services with us

4.1 Below we set out how a legally binding contract between you and us is made.

4.2 You make a booking on our website by creating an account and completing the online booking process. Please read and check your order carefully (including dates, location and child details) before submitting it. If, following submission of your order, you discover that the order is incorrect for any reason, please contact us as soon as possible. We will use reasonable endeavours to change your booking for you, subject to availability. If we cannot accommodate the changes, we will provide you with a refund of the booking price (or the relevant part thereof, as applicable). After 2 days, our cancellation policies detailed below shall apply.

4.3 When you place your order at the end of the online checkout process, you will receive a confirmation email.

4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.4.1 We cannot carry out the services;

4.4.2 We cannot authorise your payment;

4.4.3 You are not allowed to buy the services from us;

4.4.4 We are not allowed to sell the services to you; or

4.4.5 There has been a mistake on the pricing or description of the services.

4.5 Your confirmation email confirms that your order has been accepted and at this point:

4.5.1 a legally binding contract will be in place between you and us; and

4.5.2 we will provide the services as agreed during the online checkout process.

4.5.3 If payment has not been received or confirmation of payment hasn't been sent.

4.6 You will be sent an Order Confirmation once you have submitted your order and paid the price for the services.

4.7 If you are under the age of 18 you may not buy any services from our website.

5. Information we need from you

5.1 At the time of booking we will require from you:

5.1.1 Your child's name, address, date of birth and contact details of those persons to contact in relation to any matters concerning your child;

5.1.2 Any information regarding your child which may affect the provision by us of our services including any information that we ought reasonably be informed of to allow us to deliver the services to your child safely and effectively (including but not limited to any medical conditions, physical conditions, dietary requirements, allergies, injuries, disabilities, special arrangements, assistance needs, any requirements for one-to-one care, safeguarding concerns and/or behavioral needs concerning your child).

5.2 If your child is required to take medication whilst in our care, we will, at the beginning and end of each session, require you to complete and sign a medication form confirming the type of medication to be administered, when and how much administration is to occur and to acknowledge that the medication has been administered by us.

5.3 As part of your booking you automatically consent to Sports Coaching Group giving treatment regarding any first aid or other medical treatment or medical decisions to be made on your child's behalf whilst in our care.

5.4 If you fail to provide us with the information we need to safely provide the services to you and your child, we reserve the right to cancel your booking (or any part thereof). There will be no refund made by us of the booking price (or any credit offered) in these circumstances.

5.5 You must immediately inform us if any information provided to us in respect of your child changes.

5.6 You must be available and on hand to collect your child on request from us to do so. For example (but not limited to) if your child becomes unwell whilst in our care.

5.7 We may make written records of circumstances or matters concerning your child whilst they are in our care. For example (but without limitation) if we feel the need to inform you of any matters that have occurred during the session when you collect your child or to record sign in and out times.

6. Carrying out the services

6.1 Any photographs, videos, marketing, descriptive matter, promotional material or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures or on our website are illustrative only and issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of this agreement or have any contractual force unless otherwise expressly stated. Not all activities noted on our website are available at all of our venues. Please refer to the relevant venue page on our website for the specific activity programme or session that is included within your booking.

6.2 We shall supply the services on the dates set out during the online checkout process and in the Order Confirmation (see clause 4.5) and/or such other dates as are agreed between the parties in writing from time to time in accordance with the terms of this contract.

7. What your child needs to bring with them to sessions/activities

7.1 It is your responsibility to ensure that your child is suitably dressed and has appropriate clothing for the activities to be undertaken during the services purchased. This is likely to always involve physical activity. You are also responsible for ensuring that your child is suitably dressed for any forecast weather conditions.

7.2 From time to time we may contact you if we require your child to bring specific items to a session or activity.

7.3 We advise that any items brought along to sessions or activities by your child are labelled with your child's name for identification purposes.

7.4 We do not allow valuable items, toys or electronic devices to be brought to sessions. If your child brings such items along we may confiscate and store such items safely and return them to you when you collect your child. Soft comfort toys, teddies or blankets are permitted if used by your child as a comforter.

7.5 We accept no responsibility or liability for any loss or damage caused to or theft of any of your or your child's belongings. These are brought to the venue entirely at your own risk.

8. Food and drink

8.1 You are responsible for ensuring that your child brings along to the session, as appropriate, a suitable healthy packed lunch, snacks and drinks. We will not provide any food or drinks to your child unless we have otherwise agreed to do so in writing. You must however make us aware if your child has any specific dietary requirements or allergies.

8.2 We promote healthy eating and so healthy food, snacks and drinks are encouraged.

8.3 We do not have the facilities to warm meals and so meals and snacks that can be eaten cold only must be provided unless otherwise agreed by us.

8.4 We are a nut free company so please ensure any food provided for your child has no traces of nuts.

9. Non-participation in certain activities

We are entitled to deem a child unable to participate in certain activities during the provision of our services if, in our reasonable opinion, we feel that child will be unable to engage safely in that activity due to a physical, medical, health or other condition or due to a lack of required skill and/or competence to undertake that activity. In these circumstances, we would arrange for your child to undertake a suitable alternative activity.

10. Right to Cancel – please see Sports Coaching Group cancellation schedule on page 10 of this document.

11. Cancellation by us and events beyond our control

11.1 It is unlikely that we will cancel your booking but if we need or wish to cancel this contract (or any sessions under this contract) for any reason other than cancellation under clause 5.2 or clause 18.2 or because of a breach by you of the contract or because of the occurrence of an event beyond our control offer you a full refund.

11.2 Examples of events which might be beyond our reasonable control include:

11.3.1 An act of God, fire, flood, drought, earthquake, windstorm, snowstorm, heavy snow or other natural disasters;

11.3.2 An act of any sovereign including war (or threat of, or preparation for war), armed conflict (or threat of, or preparation for, armed conflict), invasion, an act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation;

11.3.3 Acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot);

11.3.4 Civil emergency (whether an emergency be declared or not);

11.3.5 Fire or explosion;

11.3.6 Adverse weather conditions;

11.3.7 Nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority;

11.3.8 Embargo, blockade, the imposition of sanctions or breaking off of diplomatic relations or similar actions;

11.3.9 Radioactive, nuclear, chemical or biological contamination or sonic boom, pressure waves caused by aircraft travelling at sonic or supersonic speeds;

11.3.10 Law, or governmental order, rule, regulation or direction, judgment, order or decree;

11.3.11 Epidemic or pandemic;

11.3.12 Interruption or failure of utility service including to electric power, gas or water;

11.3.13 Any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary licence or consent;

11.3.14 Loss of any regulatory or other licences, permission or consent; or

11.3.15 Breakout of illness.

11.4 If, due to an event beyond our control, your booked sessions are likely to be postponed for more than a 3 month period you may cancel this contract in its entirety by writing to us or emailing us confirming that you wish to cancel this contract. The date of cancellation will be the date on which we confirm the cancellation to you.

11.5 In the event that you cancel your contract under clause 13.4 , we will, at our sole discretion, provide you with credit for or refund you an amount equivalent to the amount of the booking price that you have paid to us less the following charges:

11.5.1 the charges for the services already provided or made available to you up to the date of cancellation under clause 13.4;

11.5.2 A reasonable charge to cover the costs incurred by us in facilitating your booking up to the date of cancellation under clause 11.4. These costs include but are not limited to:

- (a) Administration costs;
- (b) Staffing costs;
- (c) General outgoings, overheads and venue hire costs;
- (d) Cost of equipment; and
- (e) Insurance costs.

11.6 If due to an event or events beyond our control, we need to stop a booked session and ask you to collect your child, as the session in question has commenced and therefore all costs borne by us in respect of facilitating that session will have already been incurred, we will not be liable to refund any part of the booking price (or provide credits) for that session.

11.7 We will not be liable for any other losses, costs or other charges incurred by you as a result of a cancellation of your booking under this clause 13.

12. Session date changes

Once booked you are unable to change your booked sessions unless agreed by us in writing.

13. Illness

13.1 If your child is unwell, they must not attend our sessions or venues.

13.2 If your child has suffered diarrhoea and/or vomiting, they must not attend our sessions or venues until they have not been sick or had diarrhoea for at least 2 days.

14. Unauthorised non-attendance

Except where non-attendance is authorised in accordance with these terms and conditions or by us in writing, if your child does not attend booked sessions, as the session in question has commenced and therefore all costs borne by us in respect of facilitating that session will have already been incurred, we will not be liable to refund any part of the booking price for that session.

15. Drop off and collection times

15.1 Drop off and collection times for the relevant services will be included in the Order Confirmation.

15.2 You must inform us if you will be late dropping off or collecting your child.

15.3 You must nominate in writing individuals that are authorised to collect your child, providing us with their full names and contact numbers. We will not release your child into the custody of any person other than those you have specifically authorised to collect your child.

15.4 Some of our services require those with parental responsibility for a child to remain present throughout the provision of the services. If this is a requirement, we will confirm this to you as a part of the online booking process.

16. Exclusion

16.1 We shall have the right at all times during the provision of our services to exclude your child from partaking in activities if you or your child use any disruptive, disturbing, threatening, bullying aggressive or violent behaviour to us, any of our employees, sub-contractors or any other person or child (or their family members) partaking in, or present during the provision of, the services at any time.

16.2 If your child repeatedly disrupts a session or sessions, if we have to repeatedly exclude your child from activities, if you are repeatedly late in dropping off or and collecting your child or in the event of any other unacceptable behaviour on your or your child's part, we shall have the right to cancel your booking(s) with us in its or their entirety. In this circumstance, you will not, unless we have otherwise agreed, be entitled to a refund for your booking and we will not be liable for any losses, costs or other charges incurred by you as a result of a cancellation of your booking in these circumstances.

17. Safeguarding and accidents

17.1 We have a duty to act and investigate if we or any of our employees, staff, sub-contractors or agents or any other person suspect or report to us that they have a safeguarding concern regarding your child. This may involve us contacting the police, OFSTED, the relevant local authority department and/or any other official body to whom we are required to report such matters without first informing or discussing with you.

17.2 If your child is involved in an accident during the provision of our services, our trained first aid staff members will administer appropriate first aid and, where required, emergency services will be called. Where you are not present when the accident occurs, we will notify you of any accidents that have occurred involving your child as soon as possible.

18. Payment

18.1 We accept most credit cards and debit cards. The acceptable forms of the card are noted on our website at the point at which you are required to insert your payment details or will be confirmed by us at the point of payment. We do not accept cash payment or cheques. We also accept payment via the childcare voucher scheme.

18.2 You will be given the option when making your booking to pay online as a part of your booking or at the venue at the start of your child's first session with us.

18.3 Payment for the services to be provided during a session must be paid in full before commencement of the session in question. We shall have the right to refuse attendance at our sessions if payment has not been received.

18.4 If you have block-booked sessions within a booking, for example during a school holiday, all of the sessions for that booking must be paid in full before the commencement of your child's first session with us. We shall have the right to refuse attendance at our sessions if payment has not been received.

18.5 If any payment required by you is not received by us, we may charge interest on any balance outstanding at the rate of 3% percentage points per year above Bank of England's base rate.

18.6 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 10 and 11.

18.7 The price of the services is noted during the online booking process, is in pounds sterling (£) (GBP) and is Inclusive of VAT.

18.8 If any discounts or offers are applicable to your booking, these will automatically be included in the calculation of the price for the services detailed on the online booking form.

19. Childcare vouchers

19.1 If you are using childcare vouchers to pay for services, payment must be received by us before we will provide any services to you or your child.

19.2 On request by us, you will promptly provide us with proof of your request for payment to us via the childcare voucher system.

19.3 Please ensure you reference your child's name on the payment request where possible so that we can easily allocate the payment.

20. Nature of the services

20.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

20.1.1 The services must be carried out with reasonable care and skill;

20.1.2 You must pay a reasonable price for the services, and no more, if you and we haven't fixed a price for the services; and

20.1.3 We must carry out the services within a reasonable time if you, and we haven't fixed a time for the services to be carried out.

21. Changes to the services by us

We have the right, without reference to you, to make any changes to the services which are necessary to comply with any applicable law, safety or regulatory requirement or which do not materially affect the nature or quality of the services. An example would be (but is not limited to) where activities are planned to be undertaken outside but due to adverse weather conditions need to be held inside and adapted accordingly.

21. Videos, photographs and social media

21.1 During the course of the provision of the services we may from time to time take photographs or video footage of your child which we may use at any time thereafter for marketing, promotional, training or other reasons in connection with our business. This may include using the imagery or videos publicly. For example, posting such photographs or video footage on social media platforms during or after the provision of the services.

21.2 If you do not wish for your child to appear publicly on any such imagery or video footage, please ensure that you tick the box confirming the same as a part of the booking process. We will then ensure that your child is not identifiable on any imagery or video footage that is used.

21.3 We shall own all rights in the photographs and video footage.

22. Limit on our responsibility to you

22.1 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

22.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

22.2.1 losses that:

- (a) Were not foreseeable to you and us when the contract was formed;
- (b) Were not caused by any breach on our part;

22.2.2 Business losses; and

22.2.3 losses to non-consumers.

22.3 Except in respect of any legal responsibility that we cannot limit in law (such as for death or personal injury resulting from our negligence), under no circumstances will our aggregate liability to you for any and all claims arising under this contract exceed the booking price.

22.4 We accept no responsibility or liability for any loss or damage caused to or theft of any of your or your child's belongings. These are brought to the venue entirely at your own risk.

22.5 We will not be liable for the death of or injury to any person or for any costs or expenses or other liability incurred by you in the exercise of your rights under this contract except where such death, injury or loss is due to our negligence.

22.6 We will not be liable for any loss, costs, charges or other expenses incurred by you in the event of a change of your booked sessions, a cancellation of this contract or a breach by you of its terms.

23. Concerns or complaints

23.1 If you are unhappy with our service to you generally or any other matter, please contact us as soon as possible. We will try to resolve any disputes with you quickly and efficiently.

23.2 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you and give you with any further information that we are required by law or regulation to provide.

24. General

24.1 No variation or amendment to the contract shall be effective unless it has been agreed specifically in writing by one of our authorised representatives.

24.2 You cannot transfer any of your rights or obligations under this contract to another person without our prior written consent.

24.3 We can transfer all or any of our rights and obligations under the contract to another organisation but this will not affect your rights under the contract.

24.4 All intellectual property rights in or arising out of or in connection with the services shall be owned by us.

24.5 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this contract shall not be affected.

24.6 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it were deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

24.7 No one other than a party to this contract has any right to enforce any term of this contract.

24.8 If this contract is cancelled it will not affect our right to receive any money which you owe to us under this contract.

24.9 These terms and conditions may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together

shall constitute one and the same terms and conditions. We are not required to sign these terms conditions in order for them to take effect.

24.10 This contract may be signed electronically.

24.11 The laws of England and Wales will apply to this contract.

24.12 If you are not happy with the way in which we handle disagreements and you wish to take court action, you must do so in England and Wales as the courts of England and Wales shall have exclusive jurisdiction in respect of this contract.

25. Refunds Continued.

At Sports Coaching Group we understand plans change and things come up or children are sick and therefore not able to attend a Sports Coaching Group event. However as we get closer to the start of any Sports Coaching Group event provisions have to be put in place to ensure your child can take part in a fun and safe club therefore regrettably we cannot offer full refunds at short notice. Please see the table below which outlines the Sports Coaching Group refund policy.

Cancellation Notice Period	Less than 24 hours notice Before the start	Between 24-48 hours notice before the start	3 to 7 days notice Before the start	7 days + notice Before the start
Term Time Wrap Around Care	No Refund	Credit Note	Credit Note	Full Refund
Any swimming at SCG Hub.	No Refund	No Refund	Credit Note	Full Refund
Sports Specific After School Club	No Refund	No Refund	Credit Note	Full Refund
School Holidays Childcare	No Refund	Credit Note	Credit Note	Full Refund

**Please note, when paying by childcare vouchers it isn't possible for us to refund back on to your childcare voucher account therefore on the occasion you qualify for a full refund we will only be able to issue credit.*