Terms and Conditions



Active Education Sussex is committed to safeguarding and promoting the welfare of children. To achieve our commitment, we will ensure continuous improvement and development of robust safeguarding processes and procedures that promote a culture of safeguarding amongst our staff.

- 1. Staff: All staff at Active Education Sussex hold full DBS certificates and are first aid trained.
- 2. **Payment:** All clubs are to be paid in full prior to the child attending. Payments must be made via the Active Education Sussex website and confirmation will be received when payment has been successful.
- 3. **Refunds:** Active Education Sussex will not be liable to or provide a refund if the child does not complete the agreed number of sessions initially paid for. All refunds will be issued as a credit note code to use online for all future services with no expiry date. All notice of non-attendance must be given 24 hours prior to the event date to be eligible for a credit note.
- 4. **Medical Conditions**: Parents / Carers must inform Active Education Sussex of any existing medical conditions or allergies that may affect the child attending the course. Active Education Sussex hold no responsibility for any medical condition or incident if the specific condition has not been made aware to the company upon booking via the online portal booking system.
- 5. **Emergency situations:** Parents / Carers must ensure they provide Active Education Sussex an emergency telephone number for any child attending a course. Active Education Sussex hold no responsibility for protocols used for emergency situations if parents are uncontactable with the emergency contact, they have provided upon booking using the online portal booking system.
- 6. **Property:** Active Education Sussex will not be held liable for any lost or damaged property that a child brings to a course.
- 7. **Disclosures:** Active Education Sussex must be notified in writing immediately of any changes in contact details or family situations, Court Orders or situations of risk in relation to the child for which any special precautions may be needed.
- 8. **Child Protection:** Active Education Sussex has a duty to report any significant concerns s/he might have about the safety/well-being of a child to the schools Designated Safeguarding Lead and in some circumstances, this may be Social Services.
- 9. Equal Treatment: Active Education Sussex welcomes children from many different ethnic groups, backgrounds and creeds. Similarities and differences are valued and respected and all children are treated equally. Active Education Sussex will comply with the Special Educational Needs and Disability Act 2001 and will do all that is reasonable to accommodate the needs of children with disabilities.
- 10. **Discipline:** The parents/Carers hereby confirm that they accept the authority of Active Education Sussex to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each and every child. Active Education Sussex retain the right to remove any child from the course at any time.
- 11. **Discipline Procedure:** Active Education Sussex staff will use the schools behaviour policy during clubs and reserve the right for the following procedure to take effect in circumstances of inappropriate or dangerous behaviour:

PARENT COMMUNICATION LETTER – this letter will be emailed to you if you have been spoken to about behaviour that has happened during the club that's not acceptable, this includes but not limited to; rudeness, disrespect, unsafe behaviour, not following

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instructions, violence, swearing or disruption that

causes others to not enjoy the club. The letter you receive will outline the next stages of the behaviour system.

STAGE ONE INITIAL WARNING – this letter will outline the areas that the lead coach has concerns with relating to behaviour and advises you that if the behaviour doesn't improve for the following session, the lead coach will move to the next stage of the behaviour system.

STAGE TWO FINAL WARNING – this letter will follow on from the previous and re-illiterate the points covered in the previous letter and explain that the behaviour has not improved, and that if this hasn't improved for the following club session then your child will be removed from the club.

STAGE THREE CLUB EXCLUSION - this letter is the final letter that explains that due to no improvement in behaviour your child has now been excluded from the club for the remainder of the term, and also explains that you are now unable to book your child onto the following terms clubs as a cooling off period to reflect on their behaviour choices before being able to return to any clubs. you will not receive any refund for sessions missed due to exclusion.

- 12. If Stage Three is reached Active Education Sussex reserve the right to refuse attendance to any child for future Active Education Sussex clubs.
- Closure due to severe weather: Parents/Carers will be informed via text and email if a session will not be taking place due to severe weather conditions. A credit note of session fees lost will <u>not</u> be made under these circumstances.
- 14. **Closure due to industrial/utility**: Parents/Carers will be informed via text and email if a session will not be taking place due to industrial/utility closure. A credit note of session fees lost will **not** be made under these circumstances.
- 15. Late Collection Charge: Parents/Carers must collect their children by the allotted end time for the activity/event. A buffer of 10 minutes will be allowed to collect your child within if you have made Active Education Sussex aware of your lateness, otherwise due to extended hours hire costs Active Education Sussex will enforce a charge of £1.00 per minute after the buffer collection time + £10.00 for the buffer allotted time to cover extended hire and staffing costs.
- 16. **Insurances:** Active Education Sussex undertakes to maintain those insurances which are prescribed by law.
- 17. **Complaints:** Parents/Carers who have cause for complaint in relation to any matters of quality, safety or care must inform the Active Education Sussex Office in writing with details of the complaint and within a 28-day period. <u>office@activeeducationsussex.co.uk</u>
- 18. **Waiver:** Any waiver of these terms and conditions is only effective if given in writing by and on behalf of the Director of Active Education Sussex.
- 19. Jurisdiction: This contract was made solely with Active Education Sussex.

DECLARATION

The parent(s)/carers of any child/ren attending an Active Education Sussex club should have read and understood the information and Terms and Conditions before agreeing the following declaration. Having read, understood and accepted all statements made in the Information and Terms and Conditions, I/We will comply with all the procedures. I understand that any decisions made by Active Education Sussex will be final.

I understand that these terms and conditions will be reviewed termly and that I / We will be informed if changes are made before the termly review.