

**Terms and Conditions**

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‘I’,’us’,’we’ and ‘our’ will relate to Prosper Performance Coaching.

**GDPR compliant (as of 19th March 2018)**

**Please see the GDPR policy which will inform you on how we intend to use and store your data.**

**BOOKINGS:**

1. All bookings are made through online Google Forms - 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. For a child to attend any Prosper Performance Coaching club, you are required to register your details through the online Google Forms and make the relevant booking.
3. Missed or cancelled sessions will not be refunded unless within the guidelines set in section 13 Cancellations. If no payment has been made, but your child was originally booked on, full payment must be made, whether your child attended or not.
4. Spaces at some establishments are limited and are on a first come first serve basis.
5. Bookings and payments are calculated on a termly basis. We do not charge for Inset days and early finishes when we have been pre informed by the school.
6. Once a booking is made through our online Google Forms, you are agreeing to our terms and conditions.

**PAYMENTS:**

1. All session fees must be paid within the time frame as per specified.
2. All sessions require some form of payment prior to attending. This is by way of full payment.
3. Payment is charged for each session booked and can change with any offers or restrictions laid out within these Terms and Conditions.
4. The charges apply to each session booked, no refunds will be given to children who are absent. All bookings are on a “space per child” basis.
5. Online payments and cash are the only recognised payment methods.

**CANCELLATIONS:**

1. Cancellation by Prosper Performance Coaching: Prosper Performance Coaching 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 potential refund.
2. Cancellation by customer: if your child is unable to attend, Prosper Performance Coaching will offer a 50% refund if notice is given over 48 hours before the booked session. Any later notice will lead to no refund being given.
3. Cancellation by the school: Prosper Performance Coaching will not be liable to offer refunds if any sessions are cancelled as a result of school closures.
4. Adverse weather: Prosper Performance Coaching will not offer any refunds if a session is cancelled by the school due to adverse weather.
5. 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.
6. If you cancel a session that has been paid for, we will not offer any refunds or swapped sessions.
7. If your child is ill or injured and cannot continue with the programme, Prosper Performance Coaching will credit or refund you the remaining balance upon receipt of the letter.

**CHARGES:**

1. If monies are not paid within the agreed allotted time, additional charges will be applicable.
2. Additional charges for late payments – 10% of the total cost of booked sessions. This will be invoiced to the account owner.
3. Late pick up or collection from any session is deemed as every minute after the published finish time.
4. Uniformed late pickups will be charged at £10 for the first 20 minutes or part of and £1 per minute thereafter.
5. Penalty charges will be invoiced and are due on the day of issue.

**GENERAL:**

1. Prosper Performance Coaching has public liability Insurance to a value of 10 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.
2. Your child will not be able to participate in any of the activities without prior booking made through the online Google Forms.
3. Prosper Performance Coaching 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.
4. Where possible, Prosper Performance Coaching will endeavour to deliver the session/s as described. However, it is at the coach’s discretion to alter/change the sessions due to low numbers, bad weather, defective equipment/facilities or changes to the facilities in use.
5. Your child must be collected by the parent or guardian as per your booking information.
6. To avoid confusion and to uphold child safety Prosper Performance Coaching coaches 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).
7. Prosper Performance Coaching will strive to uphold the school/establishment code of conduct and behaviour policy.
8. Staff associated with Prosper Performance Coaching 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 section attached to online Google Forms.
9. Pictures will not be distributed to a third party, nor will they be used for any purpose other than the website or promotional material.
10. You are agreeing to receive marketing emails from Prosper Performance Coaching only.
11. 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.
12. 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 made to the attending staff or lead coach. (Number may be found within online Google Forms or associated social media).

| This policy was adopted by: Prosper Performance Coaching | Date: |
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| To be reviewed: | Signed: |

Written in accordance with the *Statutory Framework for the Early Years Foundation Stage (2017): Safeguarding and Welfare requirements: Equal opportunities [3.67], Information for parents and carers [3.73], and Child protection [3.7].*