

FOUNDATION TERMS & CONDITIONS

TERMS AND CONDITIONS

These Terms and Conditions apply to the supply of any activities whether booked by you on our website or directly with a member of staff, including camps, tours, courses, events and other activities ('Activity') and supplied by a member of Norwich City Community Sports Foundation ('the Foundation'). No other terms apply, other than the descriptions of the Activity which are to be found on our website and any other terms to which reference is made in these Terms and Conditions

By booking an Activity with the Foundation you are acknowledging your full acceptance of these Terms and Conditions and confirming that you have not relied on any term other than those contained within these Terms and Conditions.

By using our website you confirm your acceptance of those parts of these Terms in Conditions which are applicable to use of our website.

Our contact details are as follows:

email: csfmailbox@norwichcitycsf.org.uk

telephone: 01603 984000

address: Norwich City Community Sports Foundation, Carrow Road, Norwich, NR1 1JE

Bookings

Upon receipt of a completed booking form and the deposit/full payment (as appropriate) from you, we will confirm your booking via the email address you have provided.

You are entitled to cancel a booking and receive a refund, less your deposit before twenty one (21) calendar days before the start date of the Activity you have booked. However, where the Activity is part of a series of activities in a group programme, once the Activity has started, it is at our sole discretion if we are able to offer a full refund or credit for the value of the remaining sessions paid for, even if the period is still running. Also, if you cancel after the Activity has started, you must pay us for the services provided up until the date you cancel plus 21 days.

During the twenty one (21) days, before the start date of your booked Activity, all bookings confirmed by us are final and non-refundable unless in exceptional curcumstances.

Payments

You must pay for the Activity by submitting your credit/debit card details at the time you book. We will deduct payment for the services then issue your booking confirmation. Online bookings will incur a £1 booking fee and a 2.5% card transaction fee. These fees are included in the overall payment you will see at registration. Telephone orders will incur a booking fee of £1.50.

communitysportsfoundation.org.uk Latest Update: September 2022

In the event that we have provided you with credits and/or discount codes or a refund, the bookings fees will be deducted from the final amount due.

Deposits

All deposits paid for an Activity are non-refundable.

Cancellation by You

You may cancel your subscription to weekly or ongoing courses by contacting the Customer Engagement department and giving a minimum of 21 days' notice in writing.

You will be charged in full for any services that take place during the 21 day notice period.

You may also cancel your place on tours, special events and fundraising events however as the Foundation works alongside partners to help provide suitable content for these events it is likely that group bookings would have been made in advance therefore should you cancel your place you will be subject to the following cancellation charges:

- Cancellation up to 6 weeks before commencement date: 15% of total cost inclusive of deposit.
- Cancellation between 6 to 4 weeks before commencement date: 50% of total cost inclusive of deposit.
- Cancellation 28 days and less before commencement date: 100% of total cost inclusive of deposit.

Cancellation by Us

In the event that we have to cancel an Activity for any reason, we will at our option:

- issue to the person who booked a refund of the full value of the amount paid for the Activity minus booking fee, card transaction fee, non-refundable deposit and any expenses which have already been made and in such cases we shall not incur any penalty, charge or liability whatsoever; or
- offer alternative Activity provision at a new date and time. In such case both
 parties will use reasonable endeavours to agree an alternative Activity. Should this
 prove to be impossible, we will issue to the person who booked a refund of the full
 value of the amount paid for the Activity minus booking fee, card transaction fee,
 non-refundable deposit and any expenses which have already been made and in
 such cases we shall not incur any penalty, charge or liability whatsoever.

Cancellation due to Force Majeure

For the purposes of these Terms and Conditions "force majeure" shall mean unavoidable and extraordinary circumstances beyond our control including, without limitation:

- 1. acts of God, flood, drought, earthquake or other natural disaster;
- 2. epidemic or pandemic;
- 3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom;
- 4. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 5. collapse of buildings, fire, explosion or accident; and
- 6. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).
- 7. advice from the Foreign Office to avoid or leave a particular country may also constitute a force majeure event.

We shall be excused from performance of our obligations to provide the Activity where circumstances amounting to "force majeure" occur for as long as such circumstances last and affect contractual performance.

We shall also not be liable to you for travel, accommodation or other costs and expenses incurred (included course fees and expenses).

We shall be entitled at any time whilst "force majeure" continues, in our opinion, to affect the present or future interests of us or you to if possible postpone any Activity to a mutually acceptable future date without incurring any penalty, charge or liability whatsoever. In the event that this is not acceptable to you, the Deposit shall be non refundable, but any additional monies shall be returned to you less any expenses, which have already been made and in such cases we shall not incur any penalty, charge or liability whatsoever.

Safeguarding

All personnel involved in the provision of the Activity hold current child protection qualifications and DBS check certification. If a child complains of abuse, or a member of staff believes that the child is suffering from abuse, we will act in accordance with our safeguarding policy, a copy of which can be found on our website.

Along with this if you have any concerns regarding the Equality, Inclusion or Diversity of any aspect of the Foundation please feel free to report these via the relevant section of our website.

When booking a participant under the age of 18 years old onto an Activity with the Foundation, the booker is required to provide a secret word that will be used for signing out/ collection purposes. Prior written consent must be provided before the Activity commences for the participant to leave the activity on their own without being signed out by an authorised collector.

Participants under the age of 18 years old are required to be signed in all Activities to hand over duty of care to the Foundation.

If the participant is of adult age then the participant must sign themselves out with the Foundation staff member to confirm they are leaving the activity.

Medical information

Any relevant medical conditions of the participant must be fully disclosed in writing at the time of booking and to the Foundation staff member running the Activity.

Health & Safety

A full risk assessment will be carried out by us in respect of each Activity.

All CSF personnel involved in the provision of the Activity hold a current Emergency First Aid Certificate issued by an appropriate body.

By agreeing to these Terms and Conditions, you provide consent for us to administer all necessary first aid to any person linked to your booking as required at any time.

You must ensure that the participant complies with our safety procedures, including the following:

- Shin pads are compulsory on an Activity which involves football, hockey or other contact sport.
- Earrings must not be worn during an sporting Activity (except that newly-pierced ears may be covered with appropriate tape or fitted with a plastic retainer from a reputable jeweller).

- The participant must be fit and healthy enough to be able to complete the Activity without the possibility of medical complications. Clothing appropriate to the Activity must be worn throughout the Activity.
- Any behaviour that does not meet the individual Activity code of conduct (which can be found on our website) then he following 3 step process will be used:-
 - 1. The participant will be reminded of their adherence to the code of conduct.
 - 2. The participant will be warned that their conduct is a breach of the Activity code of conduct.
 - 3. The Participant will be asked to leave at which point all fees up to this point will be retained and a refund will be made of any additional fees paid for any future sessions or Activity.

We reserve the right to exclude a participant from the Activity if the above requirements are not met in full.

Film/Photography

We may from time to time take photographs/film of the Activity for promotional and publicity purposes.

You will be given the opportunity as part of the booking process to consent to the taking of such photographs/film and/or to object to publication of any photograph/film.

Personal Belongings

We do not accept responsibility for loss or damage to participant personal belongings whilst attending an Activity. You are entirely responsible for ensuring that no valuables are brought to the Activity.

Promotions

The Foundation from time to time offers promotions. If you have been issued with a promotional code, this code must be redeemed and used in accordance with both the terms and conditions of that promotion and these Terms and Conditions.

The terms and conditions of the promotion will be available as part of the description of the Activity that you are booking. Any code which is not made available in this way will not be valid and any misuse of codes may void your booking.

Discounts

We offer early bird discounts and sibling discounts for activities to find out more please contact our Customer Engagement Team on csfmailbox@norwichcitycsf.org.uk.

You are only entitled to one discount code on each Activity and where more than one is applicable, we apply one discount code at our discretion.

communitysportsfoundation.org.uk Latest Update: September 2022

Data Protection

Personal information, such as your contact details, that you provide to us during the booking process will be kept and used by us in accordance with our Privacy Policy.

Policies & Procedures

Copies of the Foundation policies and procedures are available upon request from csfmailbox@norwichcitycsf.org.uk.

Complaints

In the unlikely event that you or your child are dissatisfied with the service we provide; please refer to the instructions in the foundation's Complaints Policy and Procedure.

We take your views and complaints very seriously and will endeavour to resolve your complaint as quickly as possible.

Information

The information on our websites is updated regularly. However, we hereby exclude any warranties (whether expressed or implied) as to the quality, accuracy, efficacy, completeness, performance, and fitness for a particular purpose of the site.

If any term within these Terms and Conditions is found to be unenforceable by a competent Court then such term shall be struck out but the remaining terms shall continue in force to the full extent permitted by law.

These Terms and Conditions are governed by English law and subject to the exclusive jurisdiction of the Courts of England.

The Foundation reserves the right to amend these Terms and Conditions at any point and will publish any changes on our website: www.communitysportsfoundation.org.uk.