



Details of Fit for Sport

Head Office:

Fit For Sport Ltd
Suite 3, Second Floor,
Profile West,
950 Great West Road
Brentford,
Middlesex
TW8 9ES

Email: enquiries@fitforsport.co.uk

Telephone: 0845 456 3233 (Sales),
020 8742 4990 (Customer Service)

Website: www.fitforsport.co.uk

These terms and conditions cancel out and supersede from previous dates.

ENGAGING & EDUCATING CHILDREN THROUGH ACTIVITY

For more information please call 0845 456 3233 or go online at www.fitforsport.co.uk

The UK's Leading Healthy Lifestyle Activities Provider. Fit For Sport Ltd, Suite 3, Second Floor, Profile West, 950 Great West Road, Brentford, TW8 9ES
Tel: 0845 456 3233 | Fax: 020 8568 9615 | www.fitforsport.co.uk | Fit For Sport Limited is a company registered in England with company number 3648410

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. By signing up for an account, with Fit For Sport you accept these Terms and Conditions (which constitute a legal agreement).

We'll start with the basics, including a few definitions that should help you understand this agreement. Fit For Sport (or the "Service") is a childcare service offered through the URL's fitforsport.co.uk: and fitforsport.magicbooking.co.uk (we'll refer to them collectively as the "Website") which allows you to create an account in order to view and book Out of School Hours Care Services including Before School Care, After School Care, Term Time Sports Clubs and Holiday Programmes for children aged 3-12 years (site dependant).

Customer Account Eligibility

You must:

- Be 18 years old and legally able to enter into contracts
- Complete the registration process
- Agree to these Terms and Conditions
- Provide true complete and up to date contact information

Closing your Customer Account

You or Fit For Sport may terminate this agreement at any time. We may suspend our service to you at any time with/without cause and will refund you for any unused credits.

Once terminated we will delete all personal information we hold and if you do not log into your account for 18 months, we may treat your account as inactive and delete it from our systems. Further information on our retention policy is set out in our Privacy Policy.

Account and Password

You're responsible for keeping your account name and password confidential. You'll immediately notify us of any unauthorised use of your account. We don't have access to your current password, and for security reasons, we may only reset your password.

Admissions

Fit For Sport provide services to all children and are free from discrimination regardless of their gender, specific needs, learning difficulties, background, religion, ethnicity or how well they can speak English.

Fit for Sport encourage children with additional needs to participate in its activities. Should a child require 1:1 care, Fit for Sport endeavor to assist by working with local agencies, such as the Local Family Information Service (FIS) in an attempt to obtain the appropriate additional care and funding for the child. Please note booking requests for 1:1 care must be submitted at least 14 days in advance.

Bookings

Bookings for all Fit For Sport services must be made in advance.

Full payment must be made at the time of booking if paying via credit or debit card

If paying via Childcare Vouchers, please note that payments can take up to 7 days to arrive. Please use your booking confirmation number as a payment reference.

If you have selected to pay by either card instalment or childcare voucher/tax free childcare payments, your first instalment will be due the month prior to the start of your booked sessions.

For Tax Free Childcare payments, please email our Customer Relations Team at enquiries@fitforsport.co.uk quoting your child's HMRC reference number.

Please note having an overdue balance may lead to the termination of your child's place within the club.

Fit For Sport will pass any unrecovered fees to an external debt collection agency. Any fees associated with the debt collection will be passed on to the debtor.

Bookings can be made on-line via the Fit For Sport website: www.fitforsport.co.uk and/or via www.fitforsport.magicbooking.co.uk

Prices are reviewed on an annual basis and will be increased in line with the Consumer Price Index.

Methods of Payment

Fit For Sport accepts payment by credit or debit card and childcare vouchers. Please note we do not accept American Express. Under no circumstances is cash accepted as payment for a booking at a Fit For Sport site.

Childcare Vouchers

If your employer offers a childcare voucher scheme, you may be able to use these vouchers towards the payment of your booking. Fit For Sport accept the following childcare vouchers:

- Allsave Limited
- Busy Bee Benefits
- Care 4
- Childcare Choices
- Co-Operative
- Computer Share
- Early Years
- Eden Red/Accor
- Employers for Childcare
- Enjoy Benefits
- Fair Care
- Fidelity

- Gemelli
- Kiddie Vouchers
- RG Childcare
- Salary Exchange Vouchers
- Sodexo Motivation Solutions
- Spelthorne Play Scheme
- Tax Credits
- TEDS evouchers
- You at Work

Childcare Tax Credits

You may be entitled to childcare tax credits, which could assist with up to 70% of the cost of this booking. To find out if you qualify, call the Tax Credit Office on 0845 300 3900, or visit www.taxcredits.inlandrevenue.gov.uk.

Booking Confirmation

All bookings will be confirmed by email.

Late Bookings

Please note that bookings required on the day of the activity can only be made online via www.fitforsport.co.uk/www.fitforsport.magicbooking.co.uk before 07:00am for Before School Care, 2:00pm for After School Care and before 07.00am for Holiday Programme Services.

Arrival on Site without an Advance Booking

If an advance booking for a Fit For Sport activity has not been made prior to the activity start date and the customer arrives at the site on the activity start date, access to Fit For Sport activities will only be granted if:

- The customer is already registered for Fit For Sport services and holds a current Magic Bookings account
- There are a sufficient number of staff on duty to ensure compliance with required staff to child ratios.
- The customer will receive notification that a late booking has been charged to their account and will be required to make payment on-line

Changes to Existing Bookings

All changes made to existing bookings will be charged at the applicable rate

Cancelling of Booking by Customer

- For cancellation of a booking, Fit For Sport will require 48 hours' notice prior to the

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activity start date.

- As Fit For Sport operates a no refund policy, customers who cancel their booking before the 48 hours' notice period will receive a full credit note which will be placed onto their Fit For Sport account and will be valid for 12 months from the date of issue.
- No credit notes will be issued for activities which are cancelled within the 48 hours' notice prior to the activity start date.
- No credit notes will be issued for any cancelled individual activity sessions that form part of a weekly block booking. Credit notes will be issued for whole weekly block bookings which are cancelled within the 48 hours' notice period prior to the activity start date.

Cancellation of Booking by Fit For Sport

Forced Closures

If Fit For Sport is forced to close due to an external factor beyond its control such as bad weather, infectious or contagious disease outbreak, power cut, boiler breakdown, Teacher Strikes or other industrial action, by order of Local Authority or Environmental Health, customers will still be liable for fees incurred during the entire period of closure.

Schedule Changes

Fit For Sport may need to amend activity programmes, schedules, services, dates, times and/or venues on occasions for reasons that may be out of its control. These changes will be without refund or compensation to the customer.

Personal Property

Valuable items should not be brought to Fit For Sport services. Please note children traveling to our services via scooter will not be permitted to leave them onsite due to space restrictions and safekeeping issues. Fit For Sport will not be liable for the loss or damage of any item of personal/valuable property brought to any of its venues. We advise parents to ensure that all bags and clothing are clearly labelled with the child's name.

Mobile Phones and Electronic Devices

Children are requested not to bring mobile phones or electronic devices to any Fit For Sport Services. In certain circumstances and if a mobile device is brought in by a child, the device will be kept in the site managers box which will be locked and secured at all times. Fit For Sport do not take any responsibility for the damage or loss of any mobile phone or electronic devices that are brought to its services.

Please note that each Fit For Sport site has access to a site phone and/or tablet device to be used appropriately within our services and in case of emergencies.

Parents/Guardians are required to contact Fit For Sport Head office on 0208 742 4990 if they wish to speak with their child during service times.

Food and Drink

Fit For Sport provide the following food/drink options (site dependent- see www.fitforsport.co.uk for details):

- Parents/Carers provide own food/drink
- FFS provide food/drink option
- FFS Site/Partner provides food/drink option

Fit for Sport require parents/carers to notify its Customer Service Team, of any special dietary requirements or allergies when they complete the registration process and ensure that any changes are updated on their customer account. This information is made available to the Fit For Sport on site team via the Child Information Form and Detailed Register.

Note: Drinking water will always be accessible to children throughout our sessions

Fit For Sport have a strict NO NUT policy, which MUST be adhered to during all service provisions.

Behaviour

Fit for Sport ensures that all staff and children attending services are treated with the same respect during all activities, with the use of effective behaviour management strategies to promote the welfare & enjoyment of all children attending.

Fit For Sport expects its staff and children to be free from bullying harassment and aggressive behavior and will not tolerate such behavior from children attending the services or from their parents/legal guardians.

Fit For Sport will work in partnership with parents, schools and children with the aim to manage behaviour using clear, consistent & positive strategies. Our staff will use encouraging positive behaviour as well as providing clear guidance for managing poor behaviour and maintaining the safety and welfare of children and staff

We recommend that all our activities have clear 'rules and agreements in place', these can be displayed for all to see, with the children taking an active role in these each session, as well as being able to discuss freely as and when required.

Fit For Sport has a responsibility for ensuring the well-being and safety of all children in its care and have approved procedures for managing behaviour. The company follows a zero tolerance policy on discrimination, bullying and persistent poor behaviour of any kind.

On rare occasions, and in more serious cases, Fit For Sport reserves the right to ask parents/legal guardians to remove children from its services.

In the event of unacceptable behaviour by parents/legal guardian Fit For Sport reserves the right to terminate any current bookings and close the customer account.

In these events, no refund will be made for any remaining days booked, and any costs

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associated with the exclusion of the child, or the termination of the account including transport home, will be the responsibility of the parents/legal guardian.

Sign in and sign out of child/ren and Security

Fit For Sport work in accordance with Ofsted's requirements and have strict security procedures to ensure the safety of your child/ren which is paramount at all times;

- All children must be checked in and out of service at the start and end of the day by a parent/legal guardian or an authorised carer
- At Fit For Sport Holiday Programmes, all collectors must provide the unique wristband code associated with their child for that day's activities.

Please Note: children will only be released into the charge of nominated collectors detailed on the registration information on their customer account who are in possession of the correct password

These actions follow the procedures set out in the Fit For Sport Policy and Procedures.

Late collection of Child/ren

In the event of a child/ren not being collected on time the following process will be followed: A late fee will be charged per child if they are not collected within their booked hours or prior to the service closing. The late fees are **£8.00 per 15 minutes**

Fit For Sport reserves the right to charge for lateness between 0-15 minutes if this is a reoccurring event and notice is not received. The late fee covers the cost of staff overtime to remain with the child. Parents/legal guardians are required to advise Fit For Sport if they will be late collecting their child. This prevents both the staff and child from worrying.

Safeguarding

All Fit For Sport team members go through strict safer recruitment process including enhanced DBS clearance reference checks and disqualification by association checks.

Fit For Sport have legal obligations in relation to Safeguarding. Fit For Sport staff have a duty to respond if they suspect a child in their care may be suffering from abuse. Any disclosure of child abuse or neglect will be fully investigated and reported to our internal regulator, Ofsted and all other official agencies.

Concerns, Compliments and Complaints

At Fit for Sport, we aim to work in partnership with parents to deliver a high-quality childcare service for everyone. If for any reason we fall short of this goal, we would like to be informed in order to amend our practices for the future.

Records of all complaints are kept for at least three years. A summary of complaints is available for parents/guardians and OFSTED upon request.

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Equal Opportunities

Fit For Sport is an equal opportunities employer and welcomes all children, regardless of gender, ability, race or religion. Each child attending Fit For Sport services is of equal value and is entitled to equal access of opportunity. The company operates a zero tolerance policy on discrimination or bullying of any kind.

First Aid

In the event of an accident, first aid will be administered in accordance with the permissions you have agreed and confirmed during the registration process to children in our care, and the emergency services will be called if necessary. All Fit For Sport First Aid policies are written in accordance with Ofsted recommendations.

Health, Sickness and Medication

Any medical conditions must be fully disclosed at 1) time of registration and 2) at drop off and sign in on site to the site manager. Essential prescribed medication must be handed in to each child's Site Manager for safe keeping and a medication consent form is completed and seen by the Site manager.

Fit For Sport requires all children who are ill or infectious be kept at home for the full duration of their ailment, and for 48 hours after the last symptom occurs.

Insurance

Fit For Sport has Public/Employee Liability insurance cover and an insurance certificate is displayed at all Fit For Sport sites.

Our Liability

We do not exclude or limit in any way our liability for:

- a) Death or personal injury caused by our negligence of our employees, agents or subcontractors
- b) Fraud or fraudulent misrepresentation
- c) Breach of any term of the Consumer Rights Act 2015

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or negligence. We are not responsible for any loss or damage that is not an obvious consequence of Fit For Sport breaching these Terms.

Changes

We may change any of the Terms and Conditions by posting revised terms and conditions on our Website and/or by sending an email to the last email address you gave us., the new terms and conditions will be effective immediately and apply to any continued or new use of our Services. We may change the Website, the Service, or any features of the Service at any time.

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Other Important Terms

We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these terms. We will always notify you in writing or by posting on our website if this occurs.

You may only transfer your rights under the terms which shall extend to any participant, but such extension shall not affect our rights to terminate or vary contract in accordance with the terms.

Your rights under the terms shall extend to any participant but such extension shall not affect our rights to terminate or vary any contract in accordance with the terms.

Each of the paragraphs of these terms operates separately, if any court or relevant authority decides that any of them are unlawful or unenforceable then the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These terms are governed by English law. This means a contract for the activity through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Policies and Procedures

A full overview of all Fit For Sport policies and procedures are available for inspection at each respective Fit For Sport venue.

Programme Dates and Activities

All of the information in our literature is correct at the time of printing. Not every activity pictured in our literature is available at every venue. Please check venue specific details using the service finder on our website www.fitforsport.co.uk to find out what's available and where.

Should you have any further queries, please do not hesitate to contact our parent line on 0208 742 4990.

We are delighted that you have chosen Fit for Sport and look forward to your child joining us soon.

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| **The Fit For Sport Team**