

# Terms and Conditions

## TERMS AND CONDITIONS

This document sets out the legal terms and conditions under which we, Pure Sports Coaching Limited, provide clubs and courses for schools, children and parents/guardians.

By signing on to any Pure Sports Coaching clubs and/or courses users agree to comply with and be legally bound by the terms and conditions of these Conditions.

### 1. INTERPRETATION

**1.1** Definitions. In these Conditions, the following definitions apply:

**PSC:** Pure Sports Coaching

**Club:** A before, during or after school club delivered by Pure Sports Coaching.

**Coach:** means a person that provides the coaching and/or club leadership of a Club on behalf of Pure Sports Coaching to provide coaching to children.

**Parents:** means a parent or guardian that completes a booking form and submits payment with the intention of entering into a contractual relationship with Pure Sports Coaching for the provision of coaching by the Coach to the children of such parent or guardian.

### 2. INFORMATION ABOUT US

**2.1** PSC operate under the trading name Pure Sports Coaching Limited, a company registered in England and Wales under company number 09124910.

**2.2** Should you wish to contact us about these Conditions please do so via email at [info@puresportscoaching.co.uk](mailto:info@puresportscoaching.co.uk).

### 3. SERVICES AND RESPONSIBILITIES

**3.1** PSC are a sports coaching company, operating in primary schools to deliver specialist sports sessions via PE lessons, clubs and holiday courses. When a Parent or School signs a child up to a Club or Course via our consent form they enter into a contract for the supply of stated Club or Course.

**3.2** Pure Sports Coaching are responsible for obtaining copies (but not necessarily originals) of documentation to ensure that Coaches meet the PSC qualification standards including Disclosure and Barring Service Certificate (less than 3 years old), 1<sup>st</sup> aid certificate(s), identity documents, coaching certificate(s) and reference(s)

**3.2.1** It is also the responsibility of PSC to carry out safety checks of all equipment and facilities used before any session commences. **NOTE** – PSC is not responsible for any personal equipment or belongings lost or damaged.

#### **4. PAYMENT**

**4.1** Payment for all clubs are charged at an hourly rate of £4 (BACS) and £4.50 (CASH). A total fee is compiled for each half term cycle based on the number of weeks in the term. This total figure is displayed on each half termly invoice form and should be paid as a total figure before the set deadline date. Failure to complete payment on time will result in a late fee (4.1.1). Payment is to be completed in full to reserve a place, therefore if a child misses a session the fee is to remain the same and no discount or refund will be given (4.1.3).

**4.1.2** Payment for all courses are charged at a rate specified on each booking form. Payment is to be completed in full prior to attending the course. Failure to do so will result in the attendee losing their place on our course. Should PSC cancel any club/course, a refund will be given for every day cancelled.

**4.1.3** PSC hold the right to remove children attending our clubs or courses temporarily or permanently if:

(a) Payment has not been received in full by the specified date

(b) PSC have evidence of violent or threatening behaviour being used by a child

(c) Consistent bad behaviour that is causing disruption to staff or children attending (5.2)

**4.2** School and Parents will receive a new clubs invoice form for each new half term via both email and a paper copy via PSC. Each invoice will contain a deadline date for payment to be completed. An additional fee of £10 will be added to total costs if:

(a) Payment is not completed in full by the deadline date set on each form.

(b) A child is consistently collected late

#### **5. BOOKING BY PARENTS AND/OR SCHOOLS**

**5.1** Upon completing a PSC consent form, parents enter a contract with PSC for their children to attend our club/course.

**5.2** PSC monitor behaviour throughout clubs and courses using a '3 Strikes' system. Children who use foul or offensive language or cause constant disruption without displaying any physical aggression or harm to another child consistently will receive 1 Strike. If a child is given 3 Strikes within 1 half term cycle, PSC will issue a temporary or permanent ban from all clubs and courses. As a result, PSC and our Coaches reserve the right in their absolute discretion to:

(a) sit a child out of a session if deemed to have incorrect and unsafe attire

**(b)** remove a child from the Club and not allow future attendance where the Coach reasonably deems a child's behaviour is disruptive, rude, abusive or otherwise inappropriate.

**(c)** ask a parent to leave the area in the event of foul language or negative and abusive behaviour.

## **6. COACHES' DUTIES AND RESPONSIBILITIES**

**6.1** By agreeing to operate as the Coach to a Club, the Coach warrants, represents and undertakes to Parents and/or Schools:

**(a)** that he or she will comply with these Conditions;

**(b)** to use all reasonable skill and care to run the Club safely and to the highest standards;

**(c)** that all services provided by the Coach will comply with all relevant legislation and regulations affecting such services;

**(d)** that he or she holds and will maintain all appropriate licences and registrations;

**(e)** provide any documentation reasonably required by the School;

**(f)** that he or she will comply with the School's child protection policy and any other appropriate policies and procedures in relation to the running of the Club; and

**6.2** In conjunction with the set up and running of a Club the Coach further agrees to:

**(a)** act in loco parentis in respect of children who attend a Clubs;

**(b)** make adequate visual checks that the facilities and any equipment are appropriate for the Club;

**(c)** conduct an appropriate risk assessment in relation to equipment and facilities;

**(d)** attend and complete all the sessions relating to the Club unless prevented by accident, injury, illness or other unavoidable personal circumstances;

**(e)** communicate with Parents and the School as needed on all matters relating to the Club.

## **7. CANCELLATION**

**7.1** A Parent may cancel their child's attendance at a Club at any period during the course of the term. If cancellation is within this period and the Club has not commenced prior to cancellation, the Parent will receive a full refund. If cancellation is within this period and the Club in question has commenced, payment for the remainder of the cycle will still be required.

**7.3** Any other rights regarding cancellation and refunds will be at our sole discretion and no such refunds will be given where you have breached these Conditions.

15<sup>th</sup> August 2018