

Booking Terms & Conditions (“Terms”) of Active 360 C.I.C and Active Futures Limited (“Active”, “our”, “we”)

Term

1. Our Terms (as amended in accordance with paragraph 15 below) apply from when you sign up for a service or account provided by Active and continue to apply for as long as you use our services.

Bookings

2. Bookings for all Active services must be made in advance. You are able to book online through our website using our third party booking system, or over the phone.
3. Full payment must be made in advance of the booking commencing.

Methods of Payment

4. Active believe in a ‘0’ barriers approach, where possible we will aim to remove as many barriers as possible to ensure accessibility and opportunity for all. To support this we accept the following methods of payment;
 - By credit or debit card online.
 - By Bank Transfer/BACS directly into our nominated bank account.
 - Childcare Vouchers (for Active Holiday Camps at Swanmore Leisure only).
5. If you cannot pay for your booking prior to your booking commencing for any reason please get in touch with us, we will work with you to find a solution and help ensure you are still able to access our services.

Childcare Vouchers

6. As an Ofsted registered childcare provider we are able to accept Childcare Vouchers for our Active Holiday Camp programmes. Our registration number is 2565377.
7. Please note, you are unable to use childcare voucher payments for non-Active Holiday Camp services.
8. Our Ofsted registered venues where we are able to accept Childcare Vouchers are;
 - Swanmore Leisure - Setting No. 2565378
 - Toynbee School - Setting No. 2677660
 - Manor Field Junior School - Setting No. 2640436.
 - Orchard Lea Schools - Setting No. 2677662
 - Leesland Schools - Setting No. 2677663.
 - St. Mary’s Primary School, Southampton - Setting No. 2637518.

- Nigtingale Primary School – Setting No. 2640441.

9. We accept Childcare Vouchers from the organisations listed below;

- Government Tax Free Childcare Scheme
- Edenred (P21272872)
- Sodexo (Ref 905909)
- Fideliti (Ref ACT082C)
- Care4 (71626744)
- Kiddivouchers
- Fair Care (Ref ACTI0220)
- Computershare (ID 0026538060)
- Co-Operative Flexible Benefits (Acc. no. 85121014)
- Enjoy Benefits
- Childcare Grant Payment Service (CCG7725768)
- RG Childcare
- Bravo Benefits

10. If you intend to pay for your booking with us using Childcare Vouchers you must process the payment with your provider (listed above). Once processed it takes up to 10 days to reach our account, once full payment has been received we will log it against your booking and your booking will then be confirmed.

11. IMPORTANT - We cannot confirm your booking until full payment has been received into our bank account.

Booking Confirmation

12. All bookings will be confirmed by e-mail. Please note a booking is only confirmed once payment has been received in cleared funds.

Late Bookings

13. Please note that bookings required on the day of the activity can only be made online via www.activeme360.com, over the telephone or onsite if we have spaces available.

Arrival on Site without an Advance Booking

14. If an advance booking for an Active 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 our activities will only be granted if:

- There are a sufficient number of our Team on duty to ensure compliance with required Team to child ratios.
- The customer makes full payment at the time of drop off and accepts these Terms.
- The customer can provide full booking details as required by the Camp Director to allow the child/ren to participate.

Changes

15. We may change any of the Terms by posting revised Terms on our Website and/or by sending an email to the last email address you gave us, the new Terms will be effective immediately and apply to any

continued or new use of our website. We may change the Website, the services, or any features of the services at any time.

Changes to Existing Bookings

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

Cancelling of Booking by Customer

17. For cancellation of a booking, Active will require 96 hours' notice prior to the activity start date.

18. As Active operates a no refund policy, customers who cancel their booking before the 96 hours notice period will receive a full credit note 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 96 hours' notice prior to the activity start date.

Cancellation of Booking by Active

19. In exceptional circumstances we may have to cancel particular dates/venues and will provide the customer with as much advance notice as possible. In this event we will offer a suitable alternative Active service or refund all monies paid for the cancelled dates/venues. Please note Active are not liable for any other costs associated with the cancellation.

Photo & Video Consent

20. Active need to take new photographs and video film to help promote our services and the work we do. We also use photographs and videos to keep parents/carers/guardians up to date and informed of what their children are doing. We use images in a range of materials to promote Active as a whole and also to illustrate particular areas of our work e.g. holiday camps. This includes (but is not limited to) advertisements and other publicity materials such as leaflets, brochures and posters, direct mail, books, newspapers, magazine articles, social media and publications for the Internet.

21. By agreeing to these terms you grant Active the absolute right to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for any purposes in relation to Active work including, without limitation, the right to use them in any advertisements and other publicity materials, direct mail, books, newspapers, magazine articles, social media and internet publications wherever Active chooses to do so.

22. Your consent and the its limitations include;

- Active will never reference your child by their full name or provide any specific information regarding your child.
- Active will never sell these pictures and/or videos and we will use them exclusively for Active purposes.
- Active will ensure that the photographer we use has a valid enhanced Criminal Records Bureau certificate and they are accompanied by an Active manager at all times.
- Any photos taken remain the property of Active.
- You have the right to withdraw consent at any time. In this event any photographs or video's containing your child/ren will be withdrawn and permanently deleted.
- You understand there will be no payment or payment in kind for any of the photographs or video filming taken.

Sign in and sign out of child/ren and Security

23. Active have strict security procedures to ensure the safety of your child/ren which is paramount at all times;
- All children must be signed in and out of our services at the start and end of the day by a parent/legal guardian or an authorised carer.
 - When registering an account with us we will ask you for a 4 digit code as security for your child/ren. Anyone collecting your child/ren will be asked for this code or password, we will not allow children to leave with anyone if they do not provide the correct code or password. Please ensure you communicate this with anyone, i.e. family and friends, who may be responsible for collecting your child/ren.
 - On your child's first day we will ask you to confirm that your details, provided at the time of booking, are correct.
 - We take protection of your personal data seriously. Please refer to our privacy policy at <https://www.activeme360.com/wp-content/uploads/Privacy-Policy.pdf> for further information.

Late collection of Child/ren

24. We understand things happen, therefore if you are running late to collect your child/ren please let us know at the earliest opportunity. Your safety is paramount to us to, we will never leave a child alone so please do not panic or rush, we want you to arrive safely.
25. In the event of a child/ren persistently not being collected on time, i.e. more than two occasions in a 7 day period, we reserve the right to charge a late fee. The fee will be charged at £10+VAT for every 30 minutes.
26. Active have legal obligations in relation to Safeguarding. All 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

27. At Active we aim to work in partnership with parents to deliver a high quality service for everyone. If for any reason we fall short of this goal, we would like to be informed as soon as possible in order to put it right and amend our practices for the future.

Equal Opportunities

28. Active is an equal opportunities employer and welcomes all children, regardless of gender, ability, race or religion. Each child attending Active services is of equal value and is entitled to equal and equitable access of opportunity.

Behaviour

29. In line with ActiveMe 'Code of Conduct' for children we reserve the right to exclude any child/ren whose behaviour we deem inappropriate and

unacceptable. A copy of our behaviour policy can be provided upon request.

30. In the event of an exclusion no refund will be provided.

First Aid

31. Upon booking your child/ren onto one of our services, you consent to us providing emergency medical treatment to your child/ren in the event of an accident, as our staff deem appropriate and necessary. The emergency services will be called if necessary.

Health, Sickness and Medication

32. Any medical conditions must be fully disclosed at;

1) time of registration; and

2) at drop off and sign in on site to the Camp Director.

33. Essential prescribed medication must be handed in to each child's Camp Coach for safe keeping and a medication consent form is completed and seen by the Camp Director.

34. Active 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.

Personal Property

35. Valuable items should not be brought to Active services. Please note children traveling to our services via bicycle or scooter will not be permitted to leave them onsite due to space restrictions and safekeeping issues. Active 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

36. We believe in the power of physical activity, sport and education to support and improve physical, mental and social wellbeing. Whilst technology can positively support this, children are requested not to bring mobile phones or electronic devices to any Active Services. In certain circumstances and if a mobile device is brought in by a child, the device will be kept securely by the Camp Manager. Active do not take any responsibility for the damage or loss of any mobile phone or electronic devices that are brought to its services.

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

38. Parents/Guardians are required to contact Active on 02392 007523 if they wish to speak with their child during service times.

Food and Drink

39. Active require parents/carers to notify us of any special dietary requirements or allergies when they complete the registration process

and ensure that any changes are updated on their customer account, or by speaking to the Camp Manager.

40. This information is made available to the Active on-site team via the Child Information Form and Detailed Register.

41. **Note:** Drinking water will always be accessible to children throughout our sessions. Active have a **strict NO NUT policy**, which **MUST** be adhered to during all service provisions.

42. We also request the following food and drink items are not brought to an Active service;

- Fizzy drinks.
- Sweets.
- Chewing gum.



Insurance

43. Active has Public/Employee Liability insurance cover and an insurance certificate is available at all Active sites.

Our Liability

44. 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; or
- b) Fraud or fraudulent misrepresentation.

45. If you use Active services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

46. 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 these Terms or negligence. We are not responsible for any loss or damage that is not an obvious consequence of Active breaching these Terms.

Other Important Terms

47. We may transfer our rights and obligations under these Terms to another organisation.

48. You may only transfer your rights or obligations under these Terms if we agree to this in writing.

49. This contract is between you and us. No other person shall have any rights to enforce any of its terms

50. 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.

51. 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

52. These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Policies and Procedures

53. A full overview of all Active policies and procedures are available for inspection upon request in writing, and will be provided within 7 day's of the request being made.

Programme Dates and Activities

54. 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 on our website www.activeme360.com to find out what's available and where.

55. Should you have any further queries, please do not hesitate to contact us on 02382 511844.

We look forward to seeing you soon,

Your Active Me 360 Team.