

Details of Omega Sportz Company number: 13756163 Ofsted Registration Number: Email: info@omegasportz.com Contact: 07444592073 Website: www.omegasportz.com These terms and conditions cancel out and supersede from previous dates.

Updated: November 2021

CONDITIONS

Please read these Conditions as well as our Terms carefully. By signing up for an account, with Omega Sportz you accept these Conditions as well as agree to our Terms (which constitute a legal agreement).

Customer Account Eligibility

- You must be 18 years old and legally able to enter into contracts
- Complete the registration process
- Agree to terms
- Provide true complete and up to date contact information

Closing your Customer Account

You or Omega Sportz 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 unauthorized use of your account. We don't have access to your current password, and for security reason, we may only reset your password.

Admissions

Omega Sportz 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.

Omega Sportz encourage children with additional needs to participate in its activities. Should a child require 1:1 care please contact Omega Sportz to discuss.

Bookings

Bookings for all Omega Sportz 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.

If full payment for an activity paid for by Childcare Voucher has not been received from the selected Childcare Voucher company within 7 days of the activity booking date, the customer account will be suspended. No new bookings or amendments will be accepted until the outstanding balance has been paid in full.

If full payment for an activity paid for by Childcare Voucher has not been received from the Childcare voucher company within 28 days of the activity booking date, all bookings will be cancelled, and the customer account will remain suspended. Debt recovery action will be taken.

Bookings on-line via the Omega Sportz website: <u>https://www.omegasportz.com</u> Booking Link: <u>https://omegasportzltd.kidsclubhq.co.uk/rdr?u=home</u>

Methods of Payment

Omega Sportz accepts payment by credit or debit card and childcare vouchers. Under no circumstances is cash accepted as payment for a booking at an Omega Sportz 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. Omega Sportz accept the following childcare vouchers:

- Apple Child Care
- Care 4
- Co-Operative Flexible Benefits
- Computer Share
- Childcare Voucher Solutions
- Employers for Childcare
- Enjoy Benefits
- Fair Care
- Gemelli

- Kiddie Voucher
- Rascals Childcare Vouchers
- Sodexho

If your childcare voucher provider is not listed, please choose other within the childcare provider payment section and contact us so we can register with your provider.

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 <u>https://www.omegasportz.com</u> before 2pm for Extended School Services.

Arrival on Site without an Advance Booking

If an advance booking for an Omega Sportz 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 Omega Sportz activities will only be granted if:

- There are a sufficient number of staff on duty to ensure compliance with required staff to child ratios.
- This decision will be made by the manager

Child not on the register

If your child is not on the register, Omega Sportz hold the right not to allow that child to access our service without prior booking. If this child then attends and an Omega Sportz staff has to register the child within that particular session a £5 charge will be placed on top of that particular session price

Changes/Cancellations

The Terms sets out the rights of each party to cancel or change any booking. The Terms also contain details relating to the late collection of children.

Personal Property

Valuable items should not be brought to Omega Sportz services. Omega Sportz 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 Omega Sportz 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. Omega Sportz 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 Omega Sportz 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 Omega Sportz site on **07444592073** if they wish to speak with their child during service times.

Food and Drink

Omega Sportz provide the following food/drink options (activity dependent- see <u>https://www.omegasportz.com</u> for details):

- Parents/Carers provide own food/drink
- Omega Sportz provide water, squash and fruits at all our services
- Omega Sportz provide food during our breakfast and extended school sessions

Omega Sportz require parents/carers to notify the 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 Omega Sportz on site team via the Child Information Form and Detailed Register.

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

Omega Sportz have a strict NO NUT policy, which MUST be adhered to during all service provisions.

Behaviour

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

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

Omega Sportz 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, Omega Sportz reserves the right to ask parents/legal guardians to remove children from its services.

In the event of unacceptable behaviour by parents/legal guardian Omega Sportz 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 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.

TERMS

Term

Our Terms apply from when you sign up for an Omega Sportz account and continues as long as you use the Services or until changed by us in accordance with the paragraph below.

Changes

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 service, or any features of the Service at any time.

Cancelling of Booking by Customer

For cancellation of a booking, Omega Sportz will require 48 hours' notice prior to the activity start date.

As Omega Sportz 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 Omega Sportz 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.

Cancellation of Booking by Alpha Sports

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 Omega Sportz service or refund all monies paid for the cancelled dates/venues. Please note Omega Sportz are not liable for any other costs associated with the cancellation.

Sign in and sign out of child/ren and Security

Omega Sportz 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 signed in and out of service at the start and end of the day by a parent/legal guardian or an authorised carer
- At Omega Sportz Activity Camps, 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 care of nominated carers detailed on their registration form and with the correct code during Omega Sportz Activity Camp activities.

These actions follow the procedures set out in the Omega Sportz 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 **£15** for lateness of between 15-30 minutes and thereafter **£1.00** per minute.

Omega Sportz 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 Omega Sportz if they will be late collecting their child. This prevents both the staff and child from worrying.

Parents/legal guardians will be advised of the policy when picking the child up on the first late occasion. The second late incident will incur a fine and the parent/legal guardian will be advised of this on collection of the child. The third late incident will incur a fine and a warning of immediate termination after the next occasion and the parent/legal guardian will be advised of this on collection of the child. Care for the child will be terminated immediately on the fourth late pick up.

Safeguarding

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

Omega Sportz have legal obligations in relation to Safeguarding. Omega Sportz 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 Alpha Sports, 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.

Equal Opportunities

Omega Sportz is an equal opportunities employer and welcomes all children, regardless of gender, ability, race or religion. Each child attending Omega Sportz 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 within the registration process to children in our care, and the emergency services will be called if necessary. All Omega Sportz 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.

Omega Sportz 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

Omega Sportz has Public/Employee Liability insurance cover and an insurance certificate is displayed at all Omega Sportz 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 Omega Sportz breaching these Terms.

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 nonexclusive 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 Omega Sportz policies and procedures are available for inspection at each respective Omega Sportz venue.

Should you have any further queries, please do not hesitate to contact us info@alphasports2020.co.uk - Mobile: 07379861239

We are delighted that you have chosen Omega Sportz and look forward to your child joining us soon.

The Omega Sportz team

Tobi, Mario & Leonard