



**clubSENsational**  
Autism Consultancy Services

**clubSENsational LTD**  
**Terms & Conditions 2022**  
**v1.0**

- **Before accessing to clubSENSational Ltd services, you must agree to these terms and conditions.**
- **Please read these terms and conditions carefully before making any payment of our services.**
- **The payment of the invoice indicates that you have read and agree to these terms and conditions.**
- **Participation in any of our services indicates that you have read and agree to these terms and conditions.**

## **1. INTRODUCTION**

ClubSENSational is a limited company registered in England and based at 16 Tamarisk Square, London, United Kingdom, Company's Registered Number 13755417, Contact Telephone Number 07592558671, email: [info@clubsensational.org](mailto:info@clubsensational.org)

References to "we", "us", "our" and similar expressions should be read as references to this company.

References to "you" and similar expressions should be read as references to this parents and/or guardians.

We offer Autism Consultancy Services with highly trained, committed staff members who are specialists in autism and specific tailored programs designed to promote Social & Communication skills, Independence & Living skills and Emotional & Physical well-being.

## **2. BACKGROUND**

- 2.1.** You have made an agreement with ClubSENSational Ltd ("**we**" or "**us**").
- 2.2.** This document (T&Cs) constitutes the entire agreement (the "**Agreement**") between us and you. If any of the details in the email confirmation or invoice appear to be incorrect please contact us.
- 2.3.** You hereby agree that you accept the T&Cs on behalf of yourself and any service user you are enquiring on behalf of, and that all such persons shall at all times adhere to the specific terms of conduct within the different venues used with our services.
- 2.4.** All correspondence from us will be sent to the person enquiring about the service. All regular communications from us will be sent in email format or telephone call. It is your responsibility to inform us of any changes to your email address.

- 2.5. The payment of the invoice constitutes the entire agreement between us and you.
- 2.6. Each of the paragraphs of these terms operates separately, if any court or any relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **3. BOOKING**

- 3.1. If you are interested in any of our services, you should contact [info@clubsensational.org](mailto:info@clubsensational.org) or call the following number: 07592558671. We will try to facilitate the requested information within 48h.
- 3.2. Before we are able to proceed with any booking you must complete our questionnaire form on behalf of the service user.
- 3.3. In cases where we are unable to enroll the service user in our services due to lack of availability, we will add you to our waiting list, where you will receive priority booking over any new potential clients.
- 3.4. If we are able to enroll the service user within our services, our admin team will contact you in order to proceed with the booking.
- 3.5. Re-enroll priority will be given to existing service users.

### **4. PAYMENT**

- 4.1. Bookings are not confirmed until the payment has been received. You will always be provided with an invoice with the services requested and our T&Cs policy via email.
- 4.2. Payment is due the date outlined in your invoice. Failure to do so by the outlined date may result in your slot being given to another client.
- 4.3. The payment of the invoice indicates that you have read and agree to these terms and conditions
- 4.4. Confirmation of your payment will be provided via email.
- 4.5. We reserve the right to refuse a service user access to our services if an invoice is outstanding and the service user attends to any of our venues.
- 4.6. From time to time we may make changes or improvements to our booking systems and processes, and will notify you of these.

### **5. CANCELLATIONS**

- 5.1. ClubSENSational reserve the right to cancel or amend a session at short notice. A session cancellation may be for a number of reasons, however, in the event of a cancellation, an alternative option will be offered or a full refund will be issued.

- 5.2.** ClubSENsational reserve the right to replace our Autism Specialist / SEN tutor on a temporary or permanent basis, if necessary.
- 5.3.** Where a replacement Autism Specialist / SEN tutor is not available, session may be cancelled at short notice.
- 5.4.** Where a replacement Autism Specialist / SEN tutor is provided, session will take place and in such event we shall not offer a replacement session.
- 5.5. Cancelled any of our Services.**

**5.5.1 On-site sessions (After School Sessions and Sunday Sessions)**

These two services can be canceled with a full refund if two week noticed is received.

If less than two weeks noticed is received the fee for three sessions will be reduced from the refund.

No refund will be given if cancelation is made once the course has started.

**5.5.2 Swimming therapy, Home swimming therapy and Swimming therapy crash course.**

These three services can be canceled without penalty if less than seven working days notice is received.

If less than seven working days, the fee for two sessions will be reduced from the refund.

No refund will be given if cancelation is made once the service has started.

Missed sessions cannot be refund or reschedule.

**5.5.3 Home support.**

This service can be canceled with a full refund if two week noticed is received.

If less than two weeks noticed is received the fee for three sessions will be reduced from the refund.

No refund will be given if cancelation is made once the service has started.

**6. POSTPONING SESSIONS**

If your child is unable to attend any of our sessions for medical reasons, you can, on production of a medical certificate, postpone a session for a minimum of 4 consecutive weeks in any one term. The postpone session payments will be credited to your account for future used.

Please note that, owing to limited availability, it might not be possible to resume the sessions on a particular day. Instead the service user will be place on the waiting list and you will be contacted when a suitable place becomes available. Postpone sessions must be used by the end of the following term.

When re-booking your postpone sessions, the credited session payments will be deducted from the service fee.

Rearranging the postpone sessions is only possible once the period of postponement has ended.

## **7. HEALTH AND SAFETY**

- 7.1.** The questionnaire form with all the relevant information about the service user health, medical conditions, allergies... must be completed by parents or/and guardians before any agreement on accessing any of our services.
- 7.2.** You must also advise your SEN specialist if the service user has had any injuries, signs of illness or has taken any kind of medication in the past 24 hours, prior to them to start a session.
- 7.3.** Before the session starts, parents and/or guardians must share any important information about the service user that could affect the wellbeing of them or others.
- 7.4.** We reserve the right to not support a service user if we have reason to believe their condition would affect their ability to take part in the sessions in a safe manner.
- 7.5.** All medical needs and administering of medication remains the responsibility of the parents and/or guardians at all times.
- 7.6.** The SEN specialist can only be responsible for the service user during the sessions, and parents and/or guardians are responsible at all other times.
- 7.7.** The session begins when the SEN specialist accepts charge of the service user from the parent and/or guardian.
- 7.8.** The SEN specialist responsibility ends when the service user is returned to the designated pick-up and drop-off point at the end of the session. Parent and/or guardian take full and sole responsibility of the service user at the end of each session.
- 7.9.** If our SEN specialist is establishing a conversation with parents and/or guardians before or after the session, the responsibility for the service user remains with the parents and/or guardians at all times.
- 7.10.** We do not assume responsibility for you, your children or any other visitor who may be with you within our premises.

**7.11.** Occasionally, parents and/or guardians will need to complete a Health and safety form on behalf of the service user as part of our venues policies. Forms need to be signed before starting the first session.

## **8. AUTISM SPECIALISTS / SEN TUTORS**

**8.1.** We have a wide range of Autism Specialists and SEN tutors authorized and accredited by ClubSENSational Ltd to deliver the different services in accordance with our multidisciplinary approach (person centered).

**8.2.** All of our Autism Specialists and SEN tutors are expertly trained and experienced in their field with Autism being at the core of their expertise.

**8.3.** The Autism Specialist / SEN tutor is the person who will be supporting the service user in accordance with the terms of the Agreement.

**8.4.** All our Autism Specialists / SEN tutors follow the safer recruitment policy and have full DBS checks.

**8.5.** Our Swimming instructors / Autism Specialists are certified with STA and ASA qualifications. They might use appropriate physical manipulation to aid learning of the aquatic skills.

**8.6.** All our Autism Specialists / SEN tutors hold employer's liability and public liability insurance.

**8.7.** The Autism Specialists / SEN tutors reserve the right to give personal contact details to any customer or potential customer.

**8.8.** The Autism Specialist / SEN tutor is not responsible for bookings or other administrative duties. This will be carried out by ClubSENSational Ltd admin team.

**8.9.** ClubSENSational reserve the right to not guarantee the choice of the Autism Specialist / SEN tutor to the parents or/and guardians. However, we will try to accommodate where possible.

## **9. VENUES POLICY**

**9.1.** Each individual venue has its own safety and health rules, we will remind you of any specific rules at the beginning of your enrolment, depending on which pool/pools you are accessing.

**9.2.** As we have contractual arrangements to use different venues as a third party provider, you are required to adhere to the venue rules and policies at all times.

## **10. DATA**

- 10.1.** We are registered under The Data Protection Act 2018 which is the UK's implementation of the General Data Protection Regulation (GDPR). We process and store data on living individuals.
- 10.2.** We will not share you or the service user data for any other purposes without your permission.
- 10.3.** You must inform us of any change in address, contact details, student health or condition and also if there is a change of Guardian / Carer. These and any other relevant changes must be sent to [info@clubsensational.org](mailto:info@clubsensational.org) as soon as possible for the administration team to update our records.

## **11. FEES**

- 11.1.** Fees of our services can be facilitated at any time per request.
- 11.2.** ClubSENSational Ltd reserves the right to increase course fees in future terms.

## **12. SESSION MANAGEMENT**

- 11.1** Dates and times are specific to each service. We have the right to change dates subject to us giving you prior notification.
- 11.2** Assigned Term dates may not always coincide with your school term dates and we are unable to replace sessions missed as a result.

## **13. CONTRACT END**

We may need to end our agreement with you, in writing if:

- You do not, within a reasonable time, provide us with information that is necessary for us to carry out our services in providing any of our services.
- You fail to make any payment to us when it is due, if you have breached these terms.

## **14. CHANGE OF CONDITIONS**

- 14.1.** From time to time, ClubSENSational Ltd may update these terms and conditions by sending you either an updated version, or a notification of minor changes.
- 14.2.** If you are not happy to accept these changes, please notify us of your non acceptance at [info@clubsensational.org](mailto:info@clubsensational.org) within 14 days after you have received the update.

**14.3.** If you fail to inform us, we will understand that you have accepted our updated agreement terms.

## **15. COMPLAINTS**

**15.1.** Our aim is to ensure that you are happy and satisfied with our service.

**15.2.** If you have any questions, complaints, or compliments about the sessions we provide, we will be very happy to hear from you. Please contact us on: [info@clubsensational.org](mailto:info@clubsensational.org) and we will get back to you within 48 hours.

## **16. CLIENTS INFORMATION**

**16.1. After school sessions and Sunday sessions:** once the session has begun, no parents/careers may be present at the sessions, unless they receive the consent of a clubSENSational director.

**16.2. After school sessions and Sunday sessions:** even if parents are not present at the sessions, they should remain close to the facilities and be available at all times.

**16.3. After school sessions and Sunday sessions:** SEN specialist are responsible for toileting, showering and changing.

**16.4. Swimming therapy, Home swimming therapy and Swimming therapy crash course:** Parent or/and guardians are responsible for toileting, showering and changing before and after the session. It is mandatory to remain on the premises while sessions are running.

