

# **1.0 GENERAL TERMS AND CONDITIONS**

Parents agree that by enrolling in our program they are allowing their children to participate at their own risk.

In agreeing to attend the **SOCATOTS** program, I:

- release and forever discharge **SOCATOTS** from all claims that I may have or may have had arising from, or in connection with, my child and a **SOCATOTS** program; and
- indemnify, will keep indemnified and hold harmless **SOCATOTS** the extent permitted by lawin respect of any claim as a result of or in connection with a **SOCATOTS** program.

I warrant that my child has not at any time suffered blackout, seizure, convulsion, fainting, dizzy spells or any other medical condition and is not presently receiving treatment for any illness, disorder or injury which would render it unsafe for my child to take part in a **SOCATOTS** program. I have read and I consent for my child to participate in a **SOCATOTS** program and understand the risk involved and further agree to be bound by **SOCATOTS** Code of Conduct and operating rules.

I acknowledge that **SOCATOTS** uses its best endeavours to ensure that the equipment and sporting facilities used in the program are safe and fit for purpose and acknowledge that all sports are inherently dangerous. I have voluntarily read and accept the inherent associated risks. " **SOCATOTS** " means all directors personally and in their capacity as a director, partners of directors, agents, and any representatives of **SOCATOTS**.

**SOCATOTS** include all programs and activities that you or your child participate in during our courses and classes. This includes but is not limited to any organised sport, training, facilities and activities provided by **SOCATOTS**.

# **1.1 Timetable Changes**

All classes are subject to change. No guarantee is made that classes will run per the timetable. While **SOCATOTS** uses its best efforts to operate classes as per the timetable published on this website, in some instances changes may be required due to, for example, fluctuations in demand. Any changes will be in the best interests of the attending kids and parents to try as best as possible to create an encouraging and fun environment. Any changes required will be communicated to those affected prior to the date classes commence.

If a class is unexpectedly cancelled due to extraordinary circumstances (such as coach absence due to illness) a credit for the missed class will be applied in the first instance, for the following month's payment, or if appropriate a refund will be applied for the missed class. Children are welcome also to attend class on another day of the week in place of the credit if they prefer.

# **1.2 Uniform Policy**

**SOCATOTS** has a mandatory uniform policy with all enrolments (excluding trial-class enrolments) required to wear a **SOCATOTS** jersey & shorts set to EVERY class. Some benefits associated with wearing a uniform include the encouragement of unity within a team, and to promote motivation and

team work. Additional jerseys, shorts and socks may also be purchased separately.

## **1.3 Parental Participation**

Parents and guardians are required to be present for the duration of each class. **SOCATOTS** is not a registered childcare provider and is not therefore licensed to care for children without parental or guardian supervision.

We require parental participation for the 1 - 3 year old classes to maintain class structure and focus. Classes are more beneficial for participants, and run more smoothly, with the involvement of parents or guardians. Children will benefit the most when a parent is involved in the class, and for the parent it is most enjoyable to spend this class time together. There are not a lot of opportunities when children reach school age to actively participate with them in their activities, so please enjoy this special time.

In the unlikely event that your child requires first aid during our classes, this will remain the responsibility of the parent.

## **1.4 Sibling Policy**

Siblings of enrolled children are not permitted to participate in **SOCATOTS** classes without prior consent by the coach. If you have siblings attending, you must ensure that they remain off the court and do not interfere with any equipment being used throughout the class duration.

## **1.5 Photography**

From time to time your child may be photographed or videoed whilst undertaking **SOCATOTS** class. Such media might be used for promotional purposes, including but not limited to reproduction on **SOCATOTS** social media platforms and website. By enrolling in the **SOCATOTS** program you agree to such use by **SOCATOTS**. Parents are not to take videos or photographs that include other children in the class without the permission of that parent/guardian.

## **1.6 Food and drink**

It is prohibited for food to be consumed during any **SOCATOTS** class. Many of the facilities in which we operate our classes also ban food from being consumed on the court or playing arena. Any child found to be consuming food during a class will be asked to leave the court immediately.

Our classes are structured to include a drink break and we request that all children bring a drink bottle with them to each class.

#### **1.7 Illness Policy**

It is a fact of life that pre-school children get sick. They have increased exposure to other children and play closely with shared toys. In addition, children have lower resistance to germs than adults.

When your child is ill you need to decide whether they are too sick to bring to Sport.

#### When making your decision at the beginning of the day ask yourself these questions:

- Will my child be well enough to comfortably and happily participate in the activities of theday?
- Will my child pass the illness on to their playmates if I send them in today?

We do offer make up classes for missed classed so please keep your child at home under any of the following circumstances:

- They have taken a Panadol of Nurofen in the morning (these cover up symptoms but do not eliminate the infection)
- They have a fever of 38 degrees or above
- They have a consistent cough or runny nose
- They have a sore throat, sore throat or swollen glands
- They have had diarrhea anytime in the past 24 hours prior to the class
- They have had vomiting anytime in the past 24 hours prior to the class
- They have undiagnosed rashes
- They have had any COVID-19 or flu symptoms

We appreciate your consideration of the above, as will the families attending class.

## **1.8 Cancellation Policy (not applicable to Sydney's Northern Beaches)**

By enrolling in our classes, you are committing to a service contract on a term basis. We do not offer refunds if there is an issue with the service that is outside of our control. For example, a change of mind. We offer a FREE TRIAL to ensure that our customers are satisfied with our program prior to enrolling. Therefore, no refunds are available for any term enrolment.

# 2.0 ADDITIONAL TERMS AND CONDITIONS FOR CLASSES ON SYDNEY'S NORTHERN BEACHES

## 2.1 Cancellation Policy

By enrolling in our classes, you are committing to a service contract on a monthly basis. We do not offer refunds if there is an issue with the service that is outside of our control. For example, a change of mind. We offer a FREE TRIAL to ensure that our customers are satisfied with our program prior to enrolling. Therefore, no refunds are available for the current monthly enrolment once the payment is processed.

Notice in writing (via email) must be provided **by the end of the calendar month** to cancel your classes for the following month. This will ensure that the following month's payment can be adjusted or cancelled prior to any monthly payment.

# 2.2 Fee Payment

Payments are made on a monthly basis by automatic direct debit from your nominated account.

- The first month's payment will be processed on commencement of classes (not including the free trial class)
- All subsequent monthly payments will be done on the **3**<sup>rd</sup> day of each calendar month.
- Monthly fees will be pro-rated to take into consideration any classes that will not be

running (such as when a venue is closed for annual maintenance, or on public holidays)

Upon enrolment, your nominated email address will be used to create a login to a secure payment system. This facility will enable you to elect and amend your nominated account for payment of fees, as well as enabling you to see all invoices paid.

A 10% sibling discount applies to families of 2 or more children enrolled in the program simultaneously. Multi-class discounts of 25% are applicable to children enrolled in a 2<sup>nd</sup> class in the same week.

## 2.3 Make-up Class Policy

If your child is unable to attend a class, you are entitled to a make-up class. Make-up classes must be booked in and used within 3 months of the date of the missed class. A maximum of 12 make-up classes per year are available. No refund is available for any regular or makeup classes that are missed. A makeup class can only be booked if you are currently enrolled in the program on a monthly subscription.

To book a make-up class, please contact our administrators or one of our coaches. In some instances, a makeup class can be transferred to a sibling, who may attend a class on a casual basis with your enrolled child.

## 2.4 Planned, Extended Leave

For any planned, extended leave for 2 weeks or more (such as a planned holiday), you may be eligible to pause your monthly payment, as long as notice in writing (via email) is provided and acknowledged prior to the end of the calendar month, for planned leave in subsequent months. The dates of extended leave must be provided in advance in order to pro-rate the subsequent month's payment.

If notice is provided **after** the commencement of leave, or after the end of the calendar month (for leave in that same month), the make-up policy for missed classes will then apply, and pausing classes or refunds will **not be applicable**.

Contact Details W: www.socatotsaustralia.com.au/contact

Please visit our website if you have any questions regarding these Terms and Conditions.