

MEMBERSHIP TERMS AND CONDITIONS

CASPA is a registered charity, registered in England and Wales charity number 1110260. Our registered address is Community House, South Street, Bromley BR1 1RH. CASPA is referred to in this document as 'CASPA', 'we', 'us' or 'the charity'.

These terms and conditions (the "Terms") and our policies (available on request) set out the rules and agreement between us, you should read them carefully prior to any purchases and or enrolments.

LoveAdmin is the preferred method of payment required to pay for annual membership subscription and activities. The CASPA Membership subscription is to be paid annually on the agreed start day.

1. THE BASIS OF OUR CONTRACT

1.1. When you ask us to enrol as a CASPA member and we, in our sole discretion, agree and create a CASPA membership account, the contract between us comes into existence.

1.2. We may vary these Terms as required by legislation and to meet the needs of The Charity. Such legislation demands are mandatory on The Charity and will be deemed to take effect.

2. CASPA ANNUAL MEMBERSHIP SUBSCRIPTION – FROM 1ST APRIL 2022

2.1. Annual membership subscription is £15 per year for every CASPA LoveAdmin membership account. Each LoveAdmin account may be for an individual or a family. If any 18+/adult member would like their parent/carer to also have a separate account to simultaneously build independence and know there is support if they need it then both will pay £15.

2.2. Annual Membership is compulsory to participation in any CASPA programme, including access to Parent Support/Whatsapp groups, ad-hoc and holiday/residential activities and Zoom sessions. We may from time to time open our workshops/services to non-member/the public; these events will be clearly advertised as such.

2.3. For all memberships, annual membership subscription is renewed and payable yearly as above from the anniversary date of joining.

2.4. Annual membership subscription once paid is not able to be credited or refunded. Should a member wish to cancel their annual membership, they must give one month's notice in writing to membership@caspabromley.org.uk and can still access CASPA activities until the end of the paid-up year.

2.5. A place on an activity will not be secured unless payment is made at point of booking. If for any reason a payment is missed, CASPA will contact the payee/member to collect outstanding payments. Places on all activities are limited and paying an annual membership subscription does not automatically guarantee a member a place on any activity. Whilst CASPA will endeavour to communicate to members when bookings open, it is the responsibility of the member/parent/carer to check their LoveAdmin account regularly to ensure they know when activity bookings are 'live'.

2.6. Bookings will close 48 hours prior to clubs/events to enable staff to see the registers and cater for those attending. If you would like to book after this time, you will need to contact membership@caspabromley.org.uk to see if there is availability. Depending on admin staff hours you may not always get a response. **Please do not turn up to the club/event without confirmation that you can attend or we may have to turn you/your child away.**

2.7. Both annual membership subscriptions and sessional/activity payments may be increased from time-to-time and members will be notified of any increases at least two months (usually a term) in advance.

2.8. If the annual membership subscriptions and activity fees are being paid via a third party (ie a Local Authority or agency), an agreement needs to be put in place through CASPA administration in order for CASPA to invoice the third party for the agreed amounts and within an agreed time frame. If this is how you wish to pay your contributions, please inform us of this at time of joining/as soon as possible by emailing membership@caspabromley.org.uk

3. PAYMENTS FOR CLUBS, SERVICES AND ACTIVITIES

3.1. ALL ACTIVITIES, WHETHER INCLUDED IN YOUR ANNUAL MEMBERSHIP SUBSCRIPTION OR PAYABLE MUST BE BOOKED THROUGH LOVEADMIN. IF YOU ARE HAVING TROUBLE ACCESSING OR NAVIGATING THIS PLATFORM PLEASE EMAIL MEMBERSHIP@CASPABROMLEY.ORG.UK

3.2. All weekly social clubs are chargeable, at an average rate of £4 per hour (£8 per two-hour session) and £2.75 per hour for 18+ services. This is a contribution to the cost of your place, but does not cover the full cost. CASPA fundraises to cover the remaining costs in order to keep member contributions low.

3.3. All Zoom/online activities are included in your annual membership subscription (including Parent Support Zoom, Pryzm, Pryzm Parent/Carers, Late Diagnosis Group etc). These may be subject to change depending on attendance and demand.

3.4. All additional activities including family walks/days out, special events, weekend and holiday activities are payable on an ad-hoc basis with contributions clearly outlined on the LoveAdmin platform.

4. MEMBERSHIP CRITERIA / NEEDS ASSESSMENTS

All newly joining children/young people and adult members will be assessed for level of need. If the CASPA team decide an individual's level of need requires 1-2-1 support this may be available but at a greater cost to the member. If CASPA is not suitable for your child/young person we will be honest at the outset. This may take the form of a trial session. Being booked in for a trial session DOES NOT guarantee anyone a place at CASPA clubs/activities.

5. ACCESSIBILITY – CONCESSIONARY PLACES AVAILABLE

If an individual or a family are experiencing serious financial difficulties they are invited to email membership@caspabromley.org.uk so that we can assist. We reserve 10% of our places for those who cannot afford to pay the full expected contribution. If you wish to apply for one of these subsidised places please email membership@caspabromley.org.uk to request a form. Please note, CASPA delivery staff cannot discuss terms or conditions of membership, contribution amounts nor take any payments. Please contact the Senior Leadership Team on the above email to discuss anything relating to membership.

If you are a UK taxpayer and would like to help us raise further funds, please complete a Gift Aid Declaration on LoveAdmin. CASPA can gain the benefit of the tax attributed to donations, which is roughly equal to 25% of any net donation paid by you.

6. INSURANCE – Our responsibilities

6.1. Membership and participation in clubs and programmes shall not be permitted without the required insurance being in place. Insurances required are Public Liability, Employer's Liability and any additional specific insurance such as British Gymnastics Insurance for trampolining coaches.

7. CANCELLATION AND LATE COLLECTION

4.1. If you need to cancel an annual membership subscription, a cancellation period of 30 days is required. Payments for bookings during this period still remain payable, regardless of a member's attendance.

4.2. Due to limited spaces and the need for us to ensure we have appropriate staff ratios, if you want to cancel your child's place on **any** CASPA session, holiday day, activity or workshop it needs to be done at **least 48 hours** before a scheduled session. This gives us the opportunity to offer their space out or cancel a staff member without accruing costs to the charity. You need to cancel through the LoveAdmin site/app.

4.3. If you have to cancel your/your child's place at regular weekly clubs (Tots/Juniors/Inters/Seniors/16-21 or 22+), we will offer you a full refund or credit for that session *if cancelled at least 48hrs before the session*. However, if you do not cancel prior to the 48 hours, you will lose the payment for the session.

The above applies to weekly clubs only. Special events may be different (i.e. the CASPA Ball or CASPA residential trips) and may be non-refundable.

4.4. If CASPA has to cancel a session (due to external circumstances such as no running water at our venues or severe weather conditions), we will offer you a credit to your account to be used at a later date on the same or similar activity/session.

5. LATE COLLECTION FEES

5.1. CASPA club and activity sessions are run in local authority and privately owned buildings for which we pay rent hourly. We also pay our staff based on the times they work. For these reasons, if a parent/carer is late collecting their child/young person/adult this costs our charity a significant amount of money over the course of a year. In order to counteract this negative effect and ensure CASPA's longevity we have to charge late collection fees. After 5 minutes past the agreed collection time (all session times are on our website and the communications sent to you when you book/enrol) the fee will be £5 per 15 minutes or part thereof (for example if the session ends at 6.30pm, the fee applies from 6.35pm, with £5 being charged for collection between 6.35-6.50pm, then £10 from 6.50-7.05pm etc). Please ensure the child/person in your care is collected promptly to avoid any late fees. Late fees will be invoiced separately.

When you book your child/young person's place, you agree to these terms.

5.2. If a member is over 16 they can make their own way home/leave a CASPA session of their own accord without parent/carer permission (as long as they inform a staff member). Under 16s may travel independently with parental/carer permission, please let us know at the time of booking otherwise we shall assume they will be collected by their parent/carer and you may be charged if you do not arrive to collect them.

If someone other than their parent/carer that we have details for will be collecting them, please let us know as soon as reasonably possible as we will not allow them to go without prior agreement.

6. NON-ATTENDANCE DUE TO ILLNESS OR OTHER REASONS

6.1. Should a member who is BOOKED ON for a particular session or club be unable to participate due to an illness or injury please notify us by emailing membership@caspabromley.org.uk

6.2. ***Unexplained Absences*** - If a member does not attend more than one consecutive session that they are booked in for without contact or explanation, or does so regularly, CASPA will contact you to find out why and to see if we can offer support. If it happens repeatedly, in order to maximise opportunity for access for other members we may suspend your account whilst any issues are resolved.

If you have not booked on for an entire term, we may contact you to see if we can offer you support.

7. CREDITS ON ACCOUNT

7.1. All authorised credits hold a 6-month validation period, after this period credits become void.

7.2. Credits cannot be refunded.

8. COMPLAINTS

8.1. Complaints Procedure: If you have a complaint please contact our Director of Operations at sarah@caspabromley.org.uk if you are not satisfied by our initial response and actions and wish to make a formal complaint, please refer to our Member Complaints Policy and Procedure which is available on request.

9. DATA PROTECTION

9.1. We take our responsibilities towards you and your child's personal information very seriously, we only hold data that we need for the purposes of providing our services.

9.2. How we will use your personal information. We will use the personal information you provide to us in accordance with our privacy policy statement.

9.3. Updating personal information. CASPA will review and update all data on a regular basis. It is the responsibility of the individuals giving their personal data to ensure that this is accurate, and each individual should notify CASPA if, for example, a change in circumstances mean that the data needs to be updated. It is the responsibility of CASPA to ensure that any notification regarding the change is noted and acted on.

CASPA will send every member a reminder on an annual basis (from the date they initially joined), in order to encourage members to give us up-to-date personal data. If an individuals' personal data changes between these times it is **their responsibility** to inform us of this and we will immediately send a new form to be completed. Our LoveAdmin communication system requires us to take this approach.

10. TERMINATION

10.1. A breach of CASPA's terms and conditions or any misconduct not specifically mentioned herein may result in temporary or permanent suspension of a person's membership of CASPA. We would hope that we could always resolve any membership / terms and conditions problems before it escalated to this situation. We are always open to talk about any issues a member may be experiencing, either with our services or their own financial situation. Please contact membership@caspabromley.org.uk if you wish to discuss anything.

11. WAIVER

11.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right

or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. SEVERANCE

12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

13. JURISDICTION

13.1 Each party irrevocably agrees that the laws of England and Wales shall apply to our contract and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

TO BE REVIEWED APRIL 2023