



COMMUNITY SPORTS FOUNDATION

CUSTOMER CARE

The Foundation recognises the importance of good customer care and will ensure that it has the staff and the mechanisms in place to provide this to its participants and guests.

The Customer Engagement department is the principal contact for bookings, questions, concerns or complaints at the Community Sports Foundation, you can e-mail these to us at info@communitysportsfoundation.co.uk. The Charity will endeavour to respond to any email, letter or voicemail within 5 working days. If you are unhappy with the reply, you can refer the matter to the Foundation's Operations Development Manager.

Participants can visit the Charity between 9am and 5pm, Monday to Friday. Telephone contact can only be made through the Customer Engagement Department on 01603 761122.

The Foundation operates official social media pages are:

Twitter.com/NorwichCityCSF

Facebook.com/communitysportsfoundation

We will endeavour to respond to any customer services issues sent to our social media channels in an average of 24 hours, within normal working hours.

The Charity provides a dedicated contact for disabled participants. This person can be contacted by calling 01603 761122.

Large-print or electronic versions of this Supporter Charter are available on request.

CHARGES

The charges for the Foundation's services are set out in order or in default of the provided provision, these charges are calculated in accordance with our standard scale of charges in force on the date of your order, as set out in our literature and on our website as follows:

We charge for our Services on a time basis. We charge for each hour/day we spend in providing our Services. From time to time we may have external funding to provide some of our Services at a reduced rate. We have no obligation to provide the Service at the reduced rate once the funding has ceased. The charges for the Services are exempt from Value Added Tax.

PAYMENTS

You must pay for the Services by submitting your credit/debit card details/cash at the time your order. We will deduct payment for the services then issue your booking confirmation. Online orders will incur a £1 booking fee and a 2.5% card transaction fee. These fees are included in the overall payment you will see at registration. Telephone orders will incur a booking fee of £1.50.

DELIVERY OF SERVICES

We will endeavour to deliver the Services at the delivery location on the date[s] specified on the booking confirmation, unless exceptional circumstances or events beyond our reasonable control that prevent us from doing so.

The Foundation endeavours to be inclusive in all of its courses, activities and events however, it is necessary for children to have a minimum level of independence to take part in a non-disability course. This is to ensure that the level of coaching and supervision for the group as a whole is not diminished in any way and that CSF minimum operating standards are met. If an individual is deemed to require an additional amount of personal care, then CSF reserve the right to review that participant's place on the course.

Our delivery of services may be affected by certain situations or events that occur that are not within our reasonable control. Where one of these occurs, we will attempt to commence or recommence performing the services as soon as the situation which has stopped us performing the Services has been resolved.

The following are examples of events or situations which are not within in our reasonable control:

- Where weather conditions make it impossible or unsafe for us to perform any of the Services; or
- Where we are unable to gain access to the delivery location to carry out the services at the times and dates, we have agreed with you; or

- For other unforeseen or unavoidable events or situations which is beyond our control.

In some circumstances there may be a delay. If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified, then you may either choose to continue to wait until we can perform the services or complete performing them or you can cancel the Contract.

If we know that the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:

- Continuing to wait until we are able to recommence performing the Services; or
- Allowing you to cancel the contract and offering you a refund for those services which are outstanding.

Our duty of care towards children who are receiving the Services will commence fifteen minutes before each session, provided that the parent/guardian/authorised collector has notified us of the child's attendance. The duty of care ceases at the end of each session, at which time it reverts back to the parent/guardian/authorised collector (details of whom must be included in your order).

CANCELLATION / REFUND RIGHTS - FOR INDIVIDUALS.

In addition to your rights to cancel a booking, you may also cancel an order by either email or by phone. This must be received by us before the end of the seventh business day from the start date of the course, event or activity to receive a cash refund. If the cancellation comes after this 7-business day period, then an online discount code will be the only form of refund available.

Where we have started delivering the services and you decide to cancel the booking you will not be entitled to a refund, but you may be entitled to a discount code equivalent to the value of any part of the services that have not yet been delivered. Notice of the cancellation must be made by phone outlining the reason for cancellation.

Discount codes can be used as payment for subsequent orders made over the telephone or using the online application by entering your code in the promotional codes box on the online booking form.

CANCELLATION / REFUND RIGHTS - FOR SCHOOLS' CONTRACTS.

Please refer to your contract for these terms and conditions.

CANCELLATION / REFUND RIGHTS - FOR NCS.

No refunds are available for cancellations or non-attendance, unless under exceptional circumstances.

CSF KIT CONDITIONS OF SALE

Prices quoted are correct at time of printing (August 2019). However, although we aim to keep prices fixed, we reserve the right to change them due to circumstances which may be beyond our control. In the event that a kit changes, the Charity will endeavour to inform participants as far in advance as possible.

Goods must be paid for at the time of ordering. We accept cash, credit / debit cards. Cash on delivery instructions are not accepted.

We make every effort to ensure quick dispatch, but please allow up to 4 weeks for delivery, up to 10 weeks if your item is marked as out of stock on your confirmation.

We strongly suggest that kits are tried on for size before any personalisation is ordered.

If you are unhappy with your item purchased from the Nest, you can return it to us in the condition it was purchased in, tagged and bagged and, we will refund the item if it is within 30 days of the original purchase date, an exchange for the item/s or a discount code to the current value will be the only option available after the 30 days.

The Nest reserves the right to refuse exchanges if the goods have been worn, used or have been ordered with initials unless the goods are returned because of faulty materials or manufacture defaults. Any items claimed as faulty will have to be returned to Errea in Italy to be checked and confirmed as faulty, this process takes up to 4 weeks. Once a decision has been made, we will contact you directly with their response. Errea's decision on whether the item is faulty due to a manufacturing error or due customer error, is final.

Please ensure your order is correct before you place it. The Nest will not refund/replace items ordered incorrectly with initialling on.

Some items may sell out due to unexpected demand, however we will try to ensure that you are supplied with the exact goods ordered at all times. Where this is not possible, we will notify you of any alterations to the design, specification or packaging of the goods. Occasionally some items may be temporarily out of stock; we will place the out of stock item on back order and send it on a separate delivery.

Although we endeavour to prolong the seasonal lifespan of our Player Development kit, we are under obligation to use the same kit brands/supplier as Norwich City Football Club. If Norwich City Football Club decide to change their kit supplier at any time, we will shortly follow suit and change to the same brand/supplier. The Nest and/or the Community Sports Foundation will not be held responsible for any kit orders purchased close to the time of this transition and we promise to inform our customer of these changes as soon as possible.

We may process the personal data submitted by you (as defined by the Data Protection Act 1998) for the purposes of;

- The administration of files and records,

- The marketing and promotion of our similar products and services,
- Disclosure to carefully selected third parties to enable them to send direct marketing communications to you in relation to Norwich City Community Sports Foundation's similar products and services or products and services of carefully selected third parties,
- Customer services and/or fulfilling our obligations under this agreement. By purchasing CSF kit, you consent to us processing your personal data for these purposes.

Please note that by providing your details to Norwich City Community Sports Foundation you are indicating your consent to them being used for the purposes of direct marketing by means of post, email or other electronic means. This will enable Norwich City Community Sports Foundation and/or carefully selected third parties to market their similar products and services to you via the details that you have provided.

If you do not wish to consent to receiving direct marketing communications as above, please make this clear when providing your details. Should you, at any time in the future, wish us to stop sending you direct marketing communications then please put your request in writing to info@communitysportsfoundation.org.uk.

MATCHDAY TICKETS

The Foundation will often provide participant benefits that may include discounts on tickets to selected home matches. Participants in receipt of these tickets are to be supportive of Norwich City Football Club only. No away strips or the away team's merchandise are to be worn during these match days.

All tickets are non-refundable and non-returnable unless a change in fixture date occurs. In the event that a match is postponed before kick-off then supporters attending who have retained their tickets will receive free admission to the rearranged game. In the event that a match is abandoned after kick-off then supporters attending who have retained their ticket would receive half-price admission to the rearranged game unless otherwise stated by the Norwich City Football Club.

SPONSORSHIP AND COMMERCIAL OPPORTUNITIES

The Community Sports Foundation provides a unique partnership environment attracting some top local businesses. A varied and exciting range of sponsorship; promotional and advertising opportunities are available tailor made to specific company or brand objectives. For further details of the benefits and opportunities available, please contact the Foundation on 01603 761122 and ask for the Business Development Manager.

WARRANTY

We warrant that:

- We will use all reasonable endeavours to commence the provision of Services by the commencement date;
- We will use all reasonable endeavours to complete the performance of the whole or any part of the services by the relevant completion date set out in the booking confirmation;
- The services will be provided with all reasonable skill and care;
- The services will comply with their description set out in the booking confirmation.

LIABILITY

Nothing in these conditions is intended to exclude our liability where Consumer Protection Legislation or Contract Law prevents us from doing so, including:

- For death or personal injury caused by our negligence; or
- For breach of the terms implied by the Sale of Goods Act 1979 and by the Supply of Goods and Services Act 1982;
- For defective products under the Consumer Protection Act 1987; or
- For fraud or fraudulent misrepresentation.

We will be liable to you for the reasonable and foreseeable losses you may suffer or incur as a result of our breach of these conditions. Except in unusual or exceptional circumstances, we expect these losses to be limited to the charges for the services.

TERMINATION

Either you or we may terminate the booking at any time on written notice to the other if that other;

- Commits a material breach, or a series of breaches resulting in a material breach of the contract and such breach is not remediable or is not remedied within 15 days of written notice to do so; or
- Is subject to an exceptional event beyond its reasonable control notified to the other party promptly upon its occurrence that renders the party giving notice of the event unable to perform its obligations under the contract for a period of more than 30 days.

NOTICES

Any notices under this contract will be in writing and sent to the persons and addresses set out in the booking confirmation. They may be given, and received:

- By first-class post, two Business Days after posting;
- By hand, on delivery;
- By email, on receipt of a delivery or read receipt mail from the correct address; or

- By telephone on speaking to one of our representatives

RIGHTS OF THIRD PARTIES

This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between you and us in relation to its subject matter. No other terms apply.

DATA PROTECTION

We will use your customer information only in accordance with our Privacy Policy.

GOVERNING LAW & JURISDICTION

This Contract will be governed by the law of England and Wales. Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

COMMUNITY SPORTS FOUNDATION RECOGNISES THAT IT HAS AN IMPORTANT ROLE TO PLAY WITHIN THE LOCAL COMMUNITY OF NORFOLK AND HAS DEVELOPED A NUMBER OF INITIATIVES THAT RECOGNISE THESE SPECIAL RESPONSIBILITIES.