

GENERAL TERMS & CONDITIONS (v1.5)

APPEER COMMUNITY INTEREST COMPANY (CIC)

THESE TERMS AND CONDITIONS FORM THE BASIS OF OUR CONTRACT WITH YOU AND MUST BE READ IN CONJUNCTION WITH ALL APPEER POLICIES, WHICH ARE AVAILABLE ON OUR WEBSITE. IF YOU CANNOT ACCESS OUR WEBSITE, PLEASE TELEPHONE US ON 07861 696542 OR EMAIL CLAIRE@APPEER.ORG.UK TO REQUEST COPIES TO BE SENT TO YOU. KEY POLICIES RELEVANT TO THESE TERMS & CONDITIONS ARE:

1. ADMISSIONS POLICY
2. ATTENDANCE, ARRIVAL AND COLLECTION POLICY
3. SAFEGUARDING POLICY
4. HEALTH & SAFETY POLICY
5. EQUALITY & DIVERSITY POLICY
6. GDPR POLICY & DATA PRIVACY STATEMENT

In these terms and conditions, the following definitions apply:

"Appeer"	Appeer Community Interest Company ("We, our, us")
"Session"	An activity session, talk or other event, run either by Appeer or a third-party service provider contracted by Appeer, whether one-off or as part of a Programme
"Online Session"	Activity Sessions, talks or group meetings utilising the Zoom or other remote online meeting platform, either delivered by Appeer or a third party service provider contracted by Appeer.
"Programme"	A package of Activity Sessions delivered during a set period (including online Sessions), taking place at predetermined times and locations, and run either by Appeer or a third-party service provider contracted by Appeer.
"Participant" and "Adult Participant"	A person registered with Appeer and/or who has, is or will attend an Appeer Session, talk or other event
"Representative"	A parent or carer (legal guardian) of the Participant

1 INTRODUCTION

- 1.1 These terms and conditions apply to all Appeer Sessions and events.
- 1.2 Appeer owns all the rights, title and interest in and to its websites, including software, text and media and its trade marks, logos and brand elements. Nothing within these terms and conditions affects or licences the ownership of these rights. Any intellectual property created during any Session or Programme is owned by Appeer.

2 ELIGIBILITY

- 2.1 Places on Sessions and Programmes are offered in accordance with all Appeer policies (including but not

limited to those policies listed above).

2.2 As per our Admissions Policy, Appeer currently limits its services to Participants who meet the following criteria:

2.2.1 have a diagnosis of autism or are suspected to be autistic and who are actively seeking a diagnosis; and

2.2.2 reside in or locally to Surrey; and

2.2.3 are of the appropriate age to access our various programmes; and

2.2.4 who consistently identify as a girl or woman (she/her) or who were socialised as females and/or were assigned female at birth who may be gender questioning and/or who may identify as non-binary; and

2.2.5 are able to access activities such as arts/crafts, cooking, gaming, outdoor adventure and other interests **without 1:1 support** and with a reasonable degree of independence; and

2.2.6 are likely to benefit from Appeer Sessions and find within them an authentic peer group; and wish to attend themselves.

2.3 We cannot offer a place to those:

2.3.1 whose needs are beyond our support capabilities in the opinion of Appeer and where we can offer reasonable adjustments or where such accommodations would detrimentally impact other Participants or prevent us from fulfilling our duty of care to all Participants, staff and volunteers.

2.3.2 whose behaviour and attendance would, in our opinion, detrimentally impact the experience and safety of other group members.

2.4 Participants' individual needs will be balanced with the needs of the cohort in all Appeer Sessions.

3 SCOPE OF APPEER SUPPORT

3.1 Appeer only offers recreational and educational activities. It does not, and does not purport to, provide any form of medical support, counselling or therapy for Participants or Representatives. No well-being content, insights from staff, volunteers or attending practitioners, advice or information offered during Sessions, talks, events, enquiries, resources or any products by Appeer should be construed as such.

3.2 All groups will have a designated Group Leader who is an adult (18 years old or over).

3.3 Groups will be under the supervision of responsible adult leaders. This supervision may be carried out from a distance when/where appropriate.

3.4 Appeer will use all reasonable endeavours to monitor the interaction between Participants, as allowed by staff ratios and the nature of the activities. However, to the fullest extent allowed by the law, Appeer is not liable for any physical, social, emotional or mental health issues that may arise during or following any Session or Programme, including but not limited to interactions that take place in any form between Participants.

4 ENROLING A PARTICIPANT IN AN APPEER SESSION

4.1 Potential Participants must have successfully registered on Coacha and completed the Appeer Admissions process prior to enrolment onto any Appeer Session.

4.2 All Participants under the age of 18 must be enrolled onto any Appeer Sessions or Programmes by their Representative.

4.3 All Adult Participants may apply to enrol onto any Appeer Session or Programme or request a third party to apply to enrol them in a Session on their behalf with their consent.

- 4.4 Applications to enrol for a Session or Programme can be made via the Appeer website, the Appeer Eventbrite page or Appeer Coacha website/app depending on the Programme. The Participant or Representative (on behalf of the Participant) will be required to agree to these Terms & Conditions and confirm they have read the listed policies and required further information via a tickbox.
- 4.5 Participants and their representatives are asked to ensure that enrolment is completed at least 3 days before an event, or 7 days before a monthly group, to allow for places to be confirmed and booking details (including online Session links) sent 48 hours before the event.
- 4.6 **New Participants using Eventbrite:** After applying for a place on a Session or Programme, an Appeer Services Application Form will be sent to the Participant for completion by the Participant or Representative. This must be completed and sent to Appeer as soon as possible after booking.
New Participants using Coacha: Before booking any Sessions or Programmes, the Participant or Representative will need to complete the Appeer Services sign up form on the Coacha website/app. Once this has been approved according our Admissions process, the Participant or Representative will be able to book Sessions. All applications will be processed according to the Appeer Admissions Policy, and Participants will be notified of whether a place has been offered on the Session or Programme. Where a place cannot be offered and payment for activities has been made, full refund will be provided.
- 4.7 **Previous Participants:** To ensure we have up-to-date information, the Participant or Representative is required to confirm in writing at each booking whether there any changes to report since their last update (i.e. in their original application form or last update when booking). This includes but is not limited to: medical or dietary conditions or needs, changes in circumstances or to social, emotional or mental health, and changes in risk factors. Notification can be via the Coacha or via email to jo@appeer.org.uk and claire@appeer.org.uk. Appeer reserves the right to exclude any Participant before or after commencement of the Session or Programme in the event of a failure to declare any changes since their last update.
- 4.8 Times, dates, staff, agendas and all relevant details for booked Appeer Sessions will be confirmed in the Joining Instructions for each Appeer Session at least 48 hours before the session starts or as soon as reasonably possible if the Participant has booked at short notice. The Session Joining Instructions form part of these General Terms and Conditions. Whilst Appeer will make all reasonable efforts to adhere to information in Joining Instructions or as advertised, in certain circumstances, Appeer may need to make an alteration in advance of the event or even during an event either due to circumstances outside their control or to ensure the safety and wellbeing of Participants.
- 4.9 If a Session is oversubscribed, Participants may request to be placed on a reserve list by emailing claire@appeer.org.uk. Participants may also be placed on a reserve list at Appeer's discretion.
- 4.10 **Please note:** Some Programmes, e.g. Teens Exploring Work, Young Autistic Women's Support Group, and the Termly Girls and Teens Weekday Programme, have a different bookings, applications and payments process. Details of these can be found on our website or obtained from claire@appeer.org.uk.

5 PAYMENTS

- 5.1 Applications and bookings must be accompanied by the appropriate payment if requested at the time of booking. Failure to make the appropriate payment may result in the booking being cancelled. Eventbrite and Coacha (our booking services) accept the following payment methods: Bank transfer, Credit card (except for American Express), debit card and Stripe (through Coacha).
- 5.2 Where an invoice is sent, payment must be made within 28 days via electronic transfer or bank to bank transfer.
- 5.3 Places for the Appeer Weekday Group can be paid for by families themselves or by an agreed funder such as the local authority or school or by another agency if agreed by the agency, Appeer and the family.

6 BEHAVIOUR

- 6.1 Participants, representatives and any individual attending an Appeer Session must adhere to Appeer's Positive Behaviour policy. Significant breaches of Appeer's Positive Behaviour policy may result in attendees being asked to leave a Session or further attendance may be paused temporarily or not be allowed. In the event of such a decision, no refund will be given.

7. HEALTH AND SAFETY

- 7.1 Participants participate at their own risk and are obliged to inform Appeer and its staff of any existing injuries, allergies and/or medical conditions, circumstances including social, emotional and mental health or risk factors. All Registration forms, Application Forms, Session and Programme bookings must have up-to-date information in these and any relevant areas, and any such changes must also be notified to Appeer immediately in writing to programme leads and jo@appeer.org.uk and claire@appeer.org.uk.
- 7.2 Participants and their Representatives must not attend sessions if they have had recent onset of any of the current symptoms of coronavirus (COVID-19) or any other contagious illness or if they are too unwell to attend sessions safely and effectively. We reserve the right to require Participants and/or Parent/Carers to take a COVID-19 test prior to participation and to ask Participants to leave if they are unwell. See the Appeer COVID-19 Policy for further details.
- 7.3 Sessions may include off-site activities such as access to climbing centres, paddleboarding activities and horse sanctuary visits. Participants and their Representatives must comply with the external provider's terms and conditions and instructions in addition to appropriate Appeer policies.
- 7.4 If a Participant is unwell or has an accident requiring emergency treatment during Appeer Sessions, the Representative will be contacted via the emergency contact details provided on the enrolment form if they are not in the venue. This number must always be contactable whilst the Participant is attending the Appeer Session, and it is the responsibility of the Representative to ensure the contact details are up-to-date. In the event of an emergency where a Representative is not contactable, representatives give Appeer the authority to authorise emergency treatment for a Participant.
- 7.5 By attendance at any Session or event, Representatives or Adult Participant are confirming that the Participant:
- 7.5.1 understands that they must comply with all safety precautions and instructions given by staff; and
- 7.5.2 is physically, socially, emotionally and mentally well enough to take part safely in the session.
- 7.6 Non-attendance may be treated as a safeguarding concern and Appeer will take reasonable steps to establish the reason for non-attendance.

8 PERSONAL PROPERTY

- 8.1 Participants and their Representatives are obliged to take care of their own belongings. Appeer does not accept liability for loss or damage incurred during a Session or Programme or at any time.

9 CANCELLATION AND CHANGES

- 9.1 In exceptional circumstances, Appeer reserves the right to cancel Sessions or Programmes or to change the venue, date or time of a Session or Programme.
- 9.2 Appeer will give as much notice as possible in the event of circumstances arising pursuant to clause 8.1.
- 9.3 In the event that Appeer cancels a Session or Programme, Participants or Representatives will be reimbursed or offered an alternative Session or Programme as appropriate.
- 9.4 Appeer further reserves the right to make changes to the timetable, the teaching staff, the advertised programme or the programme delivery mechanism (e.g. switching to online Zoom sessions) in the event of illness or other exceptional circumstances.

- 9.5 In the event that a participant cancels their booking, they will be generally entitled to a refund of 100% of the ticket costs, less Eventbrite or Coacha booking fees, provided at least 7 days' notice of cancellation is given in advance of a single Session or the first session of extended Programme. No other refund is likely to be given. Any other refunds are at the absolute discretion of Appeer.
- 9.6 All cancellations should be emailed to claire@appeer.org.uk and the programme lead, if known, as soon as possible. It is the Participant's or Representative's responsibility to ensure Appeer's timely receipt of cancellation notice if seeking a refund.
- 9.7 Failure to attend a Session without notifying Appeer on two or more occasions will result in participants no longer remaining on the Priority list if applicable for Sessions.

10 COMPLAINTS

- 10.1 If you have a comment or concern, please discuss this with the Appeer Leader on the Session in the first instance. If this does not resolve your concerns, contact Jo Dilworth at jo@appeer.org.uk, within 28 days of the incident in issue, setting out your complaint and any information you may have to support your complaint. We will then investigate your complaint further.
- 10.2 We aim to respond to complaints within 15 working days. We will contact you if we think it will take longer.
- 10.3 We will write to you setting out details of our investigation and the outcome of your complaint. If you wish us to reconsider your complaint, please contact us within 28 days of receipt of our response and provide us with any additional information that may be required to re-open your complaint. In the event of no further facts or evidence being supplied, Appeer will consider the matter closed.
- 10.4 In the event that further facts or evidence are supplied, or you are not satisfied that the complaint was handled appropriately, contact claire@appeer.org.uk and directors@appeer.org.uk who will arrange for another Director to reconsider the management of the complaint and provide a final decision.

10 VARIATION OF THESE TERMS

- 10.1 Appeer reserve the right to unilaterally vary these terms from time to time. Any request to amend or vary these terms will require the written consent of Appeer.

11 FORCE MAJEURE

- 11.1 Appeer will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy.

12 ENTIRE AGREEMENT & JURISDICTION

- 12.1 These terms and conditions, together with any receipt for payment and any further specific requirements for each Session, Programme or Service and the Joining Instructions for each Session, Programme or Service, constitute the entire agreement between Appeer and the Adult Participant or Participant's Representatives, who confirm that by accepting these Terms & Conditions, they are not relying on any other verbal or written representations which have not been recorded in these Terms and Conditions. These Terms & Conditions supersede all previous understandings between the parties.
- 12.2 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the Agreement but will have no further

effect on these Terms and Conditions, the remainder of which shall remain in force.

- 12.3 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.

FOR FURTHER INFORMATION

If you have any questions or concerns about this document, contact Jo Dilworth (jo@appeer.org.uk).

APPEER GENERAL TERMS & CONDITIONS Version No: 1.5	
Summary:	The binding terms and conditions which apply to bookings for and attendance at Appeer events, and a summary of relevant policies.
Policy Owner:	Jo Dilworth
Author:	Jo Dilworth and Paige Sinkler
Target Audience:	Participants, potential Participants and their Representatives, Staff and Volunteers
Approved and Ratified By:	Cathryn Jagger
Version Date:	22 nd April 2024
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Change Record				
Date	Author	Version	Page/s	Reason for Change
9 September 2022	Jo Dilworth, Co-CEO Paige Sinkler, Co-CEO	1.0	Throughout	Original version.
30 September 2022	Paige Sinkler, Co-CEO	1.1	Clauses 8.3, 8.5, 8.6	To clarify cancellation terms.
14 October 2022	Paige Sinkler, Co-CEO	1.2	Clause 8.5	To modify cancellation terms.
15 October 2023	Paige Sinkler, Co-CEO	1.3	Clauses 4.4-4.7, 5.1, 5.3, 6.1, 8.5	To update with new Coacha booking system
16 th January 2024	Jo Dilworth, Co-CEO	1.4	Clause 5.2, 6.2	To update with new Covid-19 policy, staff contact details and change of payment period
22 nd April 2024	Jo Dilworth, CEO	1.5	Throughout	Changes in role and minor changes throughout