



# TERMS and CONDITIONS

## **The parties involved**

This agreement is between You (“You”) and the individual Kidslingo franchisee only (“We/Us”), who is an independent business licensed to use branding and copyright material provided by Kidslingo Ltd. You are booking directly with Us and not with Kidslingo Ltd.

The franchisee is not an employee or agent of Kidslingo Ltd and is identified by name on your confirmation email.

## **The agreement**

By proceeding with your booking and registering your child, You are agreeing to these terms and conditions.

This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing.

No variation or addition to the Terms shall be binding unless agreed in writing by Us.

## **1. Exclusion of Liability**

The participation of your child in the class is entirely at your risk.

Except where we negligently cause personal injury, We, our tutors, employees or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by You or your child or any other party arising directly or indirectly or in any way connected with the attendance of your child at our classes (or any part of it).

We do not accept any liability arising from the undisclosed medical condition of any participant.

The aggregate limit of any liability shall be the cost of your child’s place at the class in question or the insured limit for any negligence claim accepted by our insurers. You may see a copy of our current insurance limits upon request.

Kidslingo Ltd is not a party to this contract and has no liability to You or your child.

## **2. Class Information**

All class timetables are correct at time of publishing. If your class time/location changes, We will inform You in writing.



We reserve the right to cancel a block of classes. In this instance, We will offer You either an alternative to attend or a refund will be given for any remaining classes after the cancellation.

### **3. Fees**

You are paying for a place not your child's attendance and the place is not transferable to another child. You are paying for a block of classes and once your child has attended a class, or part thereof, the block of classes is not refundable.

You must pay by the payment deadline to guarantee the place in a class.

Admittance to classes (physical or online) without payment is not permitted under any circumstances.

If your child does not attend for any reason, leaves early or is removed from a class for behavioural reasons, or concerns about infectious or contagious diseases, no refund, credit or alternative will be due.

Wherever possible, please notify us if your child is unable to attend a class.

### **4. Free tasters / Trial packages**

Free tasters and trial packages are not always available and are subject to withdrawal at any time. If available, they are for new customers only (not for those who have previously taken a free taster or have been our customer). Trial packages must be taken in consecutive weeks.

### **5. Recurring payment customers only**

Paying by recurring payment is an ongoing, automatic enrolment so your child's place will remain active for the next block of classes, and We will arrange the payment accordingly. You must give a minimum of 2 weeks' notice before the end of the block if You do not wish to continue the classes in the next block. If You do not give this notice, then You will be charged for the next block and no refunds will be offered. We will provide details of the timings of your blocks. If a payment bounces, your child's place will be cancelled.

### **6. Right to change your mind**

If You booked online or over the telephone, You have a legal right to change your mind within 14 days of the date of booking confirmation.

However, if your child has started attending a class, or part thereof, or the start date of their first class has passed, whether they attended or not, fees for the block of classes are non-refundable.



If You are eligible for a refund, We will refund You within 21 days of receipt of the emailed cancellation notice provided it is given to us within the 14-day period above. We will charge a £20 admin fee or the full value paid, whichever is the lower amount.

After the 14-day period from the date of booking confirmation, You have no legal right to change your mind and no refunds can be processed.

### **7. Change of details by You**

You acknowledge it is your responsibility to keep Us informed of any alterations to the information regarding your child (e.g. contact details, medical conditions, who is permitted or not permitted to pick up your child where applicable, pick-up password etc). We cannot be held responsible for any issues arising from this information being inaccurate or out of date.

### **8. Illness**

Your child cannot attend the classes if he/she has any kind of contagious illness including, but not limited to: COVID, Measles, Chicken pox, German measles, Whooping cough, Impetigo, Scarlett fever, Hand, foot and mouth disease, Norovirus, ear infection, bad cold with heavy nasal discharge, Conjunctivitis.

You must observe the official Public Health exclusion period for infection control before your child can return.

In the instance of sickness and/or diarrhoea your child must have been clear of all symptoms for at least 48 hours before attending a class.

Should your child or the accompanying adult (where relevant) have, or develop, any known or suspected medical condition or contagious illness, You must please consult your doctor before bringing them to the class and inform Us.

No credit or refund can be offered for classes missed due to illness.

### **9. Health and Safety**

The health and safety of those participating in our classes are of paramount importance.

Whilst We take all reasonable steps to make the classes safe, it is not possible to eliminate risk completely.

### **10. Food consumption**

Your child must not consume food during the class due to the risk of allergic reactions, unless permission has been given by Us or our tutor. We adhere to a strict no nut policy in the class.



### **11. Toileting and Intimate Care**

We cannot assist with toileting or other intimate care requirements.

### **12. Behaviour**

Our tutors and all attendees have the right to enjoy the classes.

If the behaviour of an individual is impacting upon the management and enjoyment of the class, then the tutor will follow the steps outlined in our Behaviour Management Policy.

We have the right to refuse entry to the class if You or your child's behaviour is unreasonable or threatening. The standard of behaviour which is regarded as unacceptable shall be determined by Us.

A copy of the Behaviour Management Policy is available upon written request.

### **13. Class tutor**

If the usual class tutor is unavailable, We have the right to appoint a suitable trained and qualified substitute tutor to undertake the work at any time. At times a trainee tutor may lead the classes, supervised by the trained tutor. Tutors are not always qualified teachers (QTS / GTCS certified).

### **14. Photographs and Videos**

If You have given consent for us to do so, We, Kidslingo Ltd and the Kidslingo franchisee network will take, store and use photographs and/or videos from classes for publicity purposes in any form including social media.

You have the right to withdraw this permission at any time by emailing Us on the email provided in the email signature.

### **15. Property**

We cannot be held responsible for loss or damage to property whilst attending the class.

### **16. Privacy Policy and Data Protection**

All information will be kept confidential in line with the General Data Protection Regulations (GDPR) and our Privacy / GDPR policy, a copy of which is available upon request.

### **17. Safeguarding Policy**

The Kidslingo Safeguarding policy is located here and updated annually -

<https://www.kidslingo.co.uk/safeguarding-policy/>

### **18. Force Majeure Event**

We shall not be liable for failure to perform our obligations as a result of a Force Majeure event.



Should a Force Majeure event occur then We will use our best endeavours to provide an alternative class format – i.e. online / video-based class. No refund or credit will be offered if We are not able to deliver a class as a result of a Force Majeure Event.

Force Majeure means an event beyond our reasonable control including but not limited to strikes or other industrial disputes (whether involving our workforce or any other party), venue closure or unavailability, failure of a utility service or transport network, act of God, closures due to extreme weather conditions, notifiable or new emerging disease, lockdowns, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

### **19. Confidentiality**

The copyright in the content, resources, music, illustrations, plans, activities and information provided throughout our classes are owned by Kidslingo Ltd.

You are not permitted to copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Kidslingo Ltd materials in any manner without permission from the copyright holders.

### **20. Complaints**

If You have a problem regarding any aspect of the class, You must let Us know within 60 days of the problem arising. The Complaints Procedure is available upon request.

### **21. Failure to abide by the terms**

In the event of You failing to abide by the terms of this agreement, We may discontinue your child's place in the classes. In this instance, We will be under no obligation to provide a refund or credit for any remaining classes.

### **22. Third Party Rights**

Under the Contracts (Rights of Third Parties) Act 1999, Kidslingo Ltd shall have the right to enforce its rights under the contract between us as if it was a party to that contract in relation to clauses 1 (Liability), 14 (Photos and videos), 16 (Data Protection) and 18 (Confidentiality). Exercising these rights does not transfer any liability to Kidslingo Ltd.

### **23. Law and jurisdiction**

Where there is a dispute which we cannot resolve amicably, this agreement is subject to the exclusive jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, determined by where We are located.



## **ADDITIONAL TERMS SPECIFIC TO SCHOOL CLUBS**

### **24. Drop off – before school club (where applicable)**

If You do not arrive on time at the agreed meeting point, We cannot guarantee your child will be able to attend the class.

### **25. Use of mobile phone**

If permitted by the school, We and our tutors will use mobile phones to take the register and access any additional information required for the running of the clubs.

### **26. Cancellation**

When a class is cancelled by Us due to illness or unavailability, We will offer a pre-recorded video or online class instead. We have no obligation to offer a refund, credit or alternative in these circumstances. If a credit is provided, all credits are non-transferable, non-refundable and valid for 12 months from the date of issue, to be applied against a future booking with Us.

When a class is cancelled by the school (for example, but not limited to, adverse weather, inaccessible building, school trip, other activities taking place, no room available), We will offer a pre-recorded video or online class instead and You will still be charged for the class. We have no obligation to offer a refund, credit or alternative in these circumstances.

### **27. Pick up – after school club (where applicable)**

You must notify Us if an unauthorised person will be picking up your child.

Verbal or written permission must be received from You, using the contact mobile phone number or email address registered by You with Us, before We will release a child to anyone who is not already authorised on the registration form.

They must use the pick-up password provided by You on the registration form.

### **28. Late collection**

We are not responsible for your child after the stated end time of the class.

We will charge a late fee for collection after the official end time - £10 after 5 minutes, £20 after 15 minutes and £50 after 30 minutes.

If We are unable to remain with your child, You acknowledge your child may be left in the supervised care of a member of school staff or wraparound care staff, for which You could be charged additionally by the school / wraparound care provider.

Where You are more than 45 minutes late, and where We have been unable to reach You or any of the emergency contacts, Social Services and/or the police will be contacted.



The late fees will also apply to any delay caused whereby an unauthorised person is present to pick up the child, but We have no verbal or written permission from You, via the mobile phone number or email address registered by You with Us, to release the child to that person.

### **29. Medical conditions**

We should be advised of any medical conditions or additional needs and informed of the correct procedures and assistance required.

All information will be kept confidential in line with the General Data Protection Regulations (GDPR) and our Privacy / GDPR policy, a copy of which is available upon request.

We cannot help administer medication unless in an emergency situation. If your child requires regular medication, they must do this under the supervision of a member of school staff following your arrangements with the school.

### **30. Medical situation**

You agree that, in the event of an accident or incident, We may provide first aid treatment and inform You as soon as possible and, if necessary, authorise any urgent medical treatment if We are unable to reach You promptly.

## **ADDITIONAL TERMS SPECIFIC TO COMMUNITY VENUE CLASSES**

### **31. Adverse weather**

In the case of adverse weather, where a class goes ahead (when the venue has been judged by Us to be accessible and safe), We are under no obligation to credit classes that may be missed in the event of adverse conditions local to yourself preventing You from attending the class.

### **32. Damage**

You accept liability for any damage incurred as a result of your or your child's actions.

### **33. Parent / carer responsibility**

You are wholly responsible for your child/ren and You must remain with them at all times unless otherwise stated.

At the discretion and permission of our tutor and only if your child is over 7 years old, You may wait in a nearby room, but You must always remain on the premises.



### **34. Outdoor class**

We will conduct a visual risk assessment of the area, but it is your responsibility to ensure the safety of your child at all times. Participation in an outdoor class is an acceptance of any potential risks in the environment.

### **35. Use of mobile phone**

We and our tutors will use mobile phones to take the register and access any additional information required for the running of the clubs.

### **36. Venue availability and change of venue**

When a class venue cannot be used in the short or long term, We may offer an alternative venue, an online or pre-recorded class. We cannot offer a refund or credit.

We are not responsible for your travel expenses to an alternative venue.

### **37. Video and photography**

We do not allow any photographs or videos to be taken during the physical classes other than by Us or an appointed agent, and only when parental permission has been given.

Online classes must not be reproduced, recorded, screen-shotted or photographed.

Photographs and video snippets up to 20 seconds of your child/ren only participating in the classes may be taken for personal use only (these may be shared on social media).

Kidslingo Ltd expressly forbids the right to reproduce any part of the classes in any form for personal or commercial purposes. All music, songs, content and activities in the classes are the Intellectual Property of Kidslingo Ltd.

Anyone suspected of reproducing the lessons in any format will be asked to leave the current and all future classes. In all instances our decision is final. No refunds or credit will be offered for any remaining classes.

All photography, logos and illustrations are the copyright of Kidslingo Ltd. Any scanning or reproduction of any of these without their written agreement will be regarded as being in breach of their copyright and dealt with accordingly.

We cannot be held liable for the actions of third parties, and therefore exclude to the fullest extent possible by law, any liability arising from a breach of this section headed 'Video and Photography' by any party.





## **ADDITIONAL TERMS SPECIFIC TO HOME-BASED CLASSES**

### **38. Risks assessment / Health & Safety**

When holding the class in your own home or garden, You accept full responsibility for the health and safety of the environment and will conduct a risk assessment prior to each class. Classes are conducted in your own home or garden at your own risk.

In the absence of any proven negligence, We are not liable for any damage caused by any class attendants in your home, nor any injury sustained in the environment.

### **39. Parent / carer responsibility**

If You are attending a class in our, our tutor's or another customer's home or garden, then You accept liability for any damage incurred as a result of your or your child's actions.

Your child should be supervised at all times by You and You are responsible for the safe conduct of your child in this environment.

You accept that the health and safety responsibility lies with the homeowner.

Participation in home-based classes is an acceptance of any potential risks in that environment.

## **ADDITIONAL TERMS SPECIFIC TO ONLINE CLASSES**

### **40. Online safety**

Your child is your own responsibility and should be supervised during the online class.

Please ensure the following - your child has a safe area in which to partake in the class as there will be physical movement involved, anyone in the room is dressed appropriately and uses appropriate language and your child is aware of internet safety.

We cannot accept any liability for injury or damage incurred as a result of the classes. We cannot accept liability for anything others may do or say during the class. Participation in the class is at your own risk.

Links to classes and logins must not be shared.

### **41. Technical difficulties**

We cannot be held responsible for technical difficulties and breaks in connectivity outside of our control. If the class ends due to technical issues within our control before the stated end time, We will use our best endeavours to restart the class, reschedule the remaining time or



add the additional time to the next class. If the technical issue is at your end, then We cannot offer an alternative.

#### **42. Pre-recorded video classes**

Pre-recorded videos are provided for your personal use only via a You Tube link and may not be shared with anyone else or used for any commercial purposes. They will be available for the duration outlined by Us and after that time will be deleted.

**We reserve the right to update these terms and conditions and will reissue them when necessary.**