



TERMS & CONDITIONS – CLUBS & CLASSES

Your contract

Please read before proceeding with your booking. By proceeding with your booking, you are agreeing to these terms and conditions. **Your agreement is with the individual Kidslingo franchisee (us/we) providing these classes & services and not with Kidslingo Ltd. We reserve the right to amend these terms and conditions at any time without notice.** Under the Contracts (Rights of Third Parties) Act 1999, Kidslingo Ltd shall have the right to enforce our rights under the contract between us as if it was a party to that contract.

Exclusion of Liability

- In the absence of any proven negligence, lack of due diligence or breach of duty by us, Kidslingo Ltd; its franchisees or employees, the participation of you; your spouse/partner; child or those in whose care you have placed your child for the purpose of attending or observing Kidslingo classes is done so entirely at your and their own risk.

Payments & booking confirmation

- **PLEASE NOTE** - if you are booking a free taster class, and are eligible for the session, then the taster will be free of charge. Free tasters are not always available and subject to withdrawal at any time.
- To secure your place in a class, we must have received payment by the requested deadline using the payment options accepted. Admittance to classes (physical or online) without payment is not permitted under any circumstances.
- Once booking is completed along with the fee indicated, you have opted to secure your place (**fees are non-returnable and non-transferable**). Once you have completed registration it indicates you have read and agreed to the terms and conditions.

Cancellations (any class format)

- We are under no obligation to credit or refund in the event that your child is unable to attend part, or the entirety, of the classes paid for. This is applicable if entry to a class is refused due to high temperature of 37.8C or greater or any COVID 19 symptoms as outlined by the NHS. We regret that we cannot offer an alternative for missed sessions. Wherever possible, please notify us if your child is unable to attend a session.

Health & Safety

- The health and safety of children and parents/carers (where applicable) in our classes are of paramount importance. We adhere to strict health and safety and e-safety guidelines.
- All COVID-19 safety guidelines provided by us and the Government must be adhered to. Such guidelines will change frequently, and you must keep abreast of all changes.
- All participants take part in classes at their own risk. Whilst we take all reasonable steps to make the classes safe, in particular with regard to COVID-19, it is not possible to eliminate risk completely. Us nor Kidslingo Ltd can accept any liability for any illness, injury or damage suffered by any participant or any other person in a class. We do not accept any liability arising from the medical condition of any participant.

Physically based classes

- When a class venue cannot be used in the short or long term, and an option of an alternative venue or an online live or pre-recorded class is offered, we cannot offer a refund or credit for classes.
- We are not responsible for any travel expenses to an alternative venue.
- It is occasionally necessary to change the time or venue of a class.
- If we have to cancel a class with short notice and cannot offer an alternative, we will contact you and offer a credit.
- When a class is cancelled by the educational establishment (for example school trip, other activities taking place), you will be charged for the session, as this is outside of our control. There is no obligation to offer a credit.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY HELEN WESTERBY.



- In classes based in a school without your presence, we are not responsible for your child after the stated end time of the class. Please ensure we are aware of who is permitted or not permitted to pick up your child and provide a safe password if requested.
- All property brought to a venue is at your own risk.
- In a venue-based class where you bring the child/ren to the class yourself, you are wholly responsible for the child/ren and you must remain with them at all times. If permitted by the class leader, you may wait in a nearby room, but must always remain on the premises.
- **Public space classes** - we will conduct a full visual risk assessment of the area, but it is your responsibility to ensure the safety of your child at all times throughout the class.
 - Your child should be supervised at all times by you and you are responsible for the safe conduct of your child in this environment. Participation in the class, is an acceptance of any potential risks in the environment.
 - You accept liability for any damage incurred as a result of your or your child's actions.
- **Home venues only** - 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, lack of due diligence or breach of duty by us, we are not liable for any damage caused by any class attendants in your home nor any injury sustained in the environment.
 - If you are attending a class in 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. Furthermore, you accept that the health and safety responsibility lies with the homeowner and not us.
 - If you are attending a class in the Kidslingo franchisee or class leader'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. Furthermore, you accept that the health and safety responsibility lies with the homeowner (Kidslingo franchisee / class leader).
 - Participation in home-based classes, is an acceptance of any potential risks in the environment.

Online classes

- Your child is your own responsibility and should be supervised during the online class. Please ensure the following: that your child has a safe area in which to partake in the class as there will be physical movement involved; is dressed appropriately for the session; 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.
- Please ensure anyone in the room is appropriately dressed and using appropriate language.
- We cannot be held responsible for technical difficulties and breaks in connectivity outside of our control. If the class ends due to technical issues at our end 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.
- Links to classes and log ins must not be shared.

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 – so please enjoy within that timescale.
- When watching the video, your child is entirely your own responsibility. Please ensure that your child has a safe area in which to partake in the class as there will be physical movement involved and is aware of internet safety. We cannot accept any liability for injury or damage incurred as a result of the classes. Participation in the class is at your own risk.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY HELEN WESTERBY.

TERMS & CONDITIONS - CLASSES



Force Majeure Event

- We shall not be liable for failure to perform our obligations under this Contract as a result of a Force Majeure Event*. Should a Force Majeure event occur then Kidslingo will use its best endeavours to provide an alternative class format – i.e. online / video-based classes which will be charged at the standard class rate. Refunds and credits will not be provided if an alternative class format is offered by us.

*Force Majeure means an event beyond the reasonable control of your Kidslingo franchisee including but not limited to strikes or other industrial disputes (whether involving the workforce of Kidslingo or any other party), failure of a utility service or transport network, act of God, notifiable or new emerging disease, 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.

Adverse Weather

- In the case of adverse weather, where a session goes ahead (when the venue has been judged by us to be accessible and safe), we are under no obligation to credit sessions that may be missed in the event of adverse conditions local to yourselves preventing you from attending the session.
- In the event of snow closures by an educational setting where classes are run, you will still be charged for the session as this is outside of our control and there is no obligation to offer a credit.
- In the case of an outdoor class cancellation by us due to adverse weather conditions, you will be offered a credit or an alternative class.

Video & Photography

- Where permission is given, we and Kidslingo Ltd will use photos and videos of your child for marketing and publicity purposes in any form including social media. If given, permission can be withdrawn at any time by emailing your Kidslingo franchisee / class leader.
- 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 sessions must not be reproduced, recorded, screen-shotted or photographed. The exception for this is photographs and video snippets up to 20 seconds of your child/ren only participating in the classes for personal use only (these may be shared on social media).
- Kidslingo Ltd expressly forbids the right to reproduce any part of our lessons in any form for personal or commercial purposes. All music, songs, content and activities in the classes are the Intellectual Property of Kidslingo (other than when indicated otherwise).
- Anyone suspected of reproducing the lessons in any format and for any purpose of publication will be asked to leave the current and all future sessions. In all instances our decision is final. No refunds or credit will be offered.
- All photography, logos and illustrations are the copyright of Kidslingo Ltd. Any scanning or reproduction of any of these without our written agreement will be regarded as being in breach of our copyright and dealt with accordingly.
- Neither we nor Kidslingo can be held liable for the actions of third parties, and therefore excludes to the fullest extent possible by law, any liability arising from a breach of this section headed 'Video & Photography' by any party.

Medical Conditions

- You will be asked for any existing medical conditions, that could affect your child during a class, on booking of a class. All information will be kept strictly confidential and in line with our Privacy / GDPR policy, a copy of which is available upon request. Medical conditions are classed as sensitive data and you will be asked separately for permission to store this data.

Withdrawal of Service & behaviour issues

- We may refuse entry to the sessions if it is felt that the customer's behaviour is unreasonable. If the behaviour of an individual is impacting upon the management and enjoyment of the class, then we will follow the steps outlined in our Behaviour Management Policy. A copy is available if required.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY HELEN WESTERBY.

TERMS & CONDITIONS - CLASSES



Class leader

- Whilst it is our policy that we endeavour to ensure you always have the same class leader, we cannot guarantee this as leaders fall ill, leave etc. Also, due to the extremely thorough nature of our training, we may occasionally need to have a new leader teaching your session. All class leaders are enhanced DBS / PVG / NI Access checked. Online classes may be provided by an alternative class leader or via a pre-recorded video.

Illness

- In the case of COVID-19, you must follow all Government and NHS guidelines. No one will be admitted to the class if they are displaying any COVID-19 symptoms.
- You agree that neither you nor your child will attend if you currently have symptoms of, or have you been diagnosed with, pneumonia or coronavirus disease (COVID-19).
- Should your child or the accompanying adult (where relevant) have, or develop, any known or suspected medical condition, especially anything that could be contagious, you must please consult your doctor before bringing them to the session and inform your class leader. All information received is treated with the strictest confidence and sensitivity.
- Parents / guardians are asked to keep their child at home if he/she has any kind of contagious illness including, but not limited to: COVID-19, Measles, Chicken pox, German measles, Whooping cough, Impetigo, Scarlet fever, Hand, foot and mouth disease, Norovirus, Ear infection, Bad cold with heavy nasal discharge, Conjunctivitis.
- Please wait until the doctor has given you the all clear before returning to classes.
- 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. No credit or refund can be offered for classes missed due to illness.

Confidentiality

- Kidslingo Ltd prides itself on creating original and unique ideas to ensure and deliver a top-quality service. The content and information provided throughout our classes are copy-written and under ownership of 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.

Privacy Policy & Data Protection

- We and Kidslingo Ltd will record, process and keep your personal information secure in accordance with GDPR 2018.