



TERMS & CONDITIONS – CLUBS & CLASSES

Please read the following Terms and Conditions before proceeding with your booking. By proceeding with your booking you are agreeing to the terms and conditions. **Your agreement is with the individual Kidslingo franchisee providing these classes & services and not with Kidslingo Ltd.**

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.

To secure your place in a class, your local Kidslingo franchisee must have received payment by the requested deadline using the payment options accepted. Admittance to classes without payment is not permitted.

Please note that 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

Kidslingo franchisees / class leaders 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. We regret that we are not always able to offer an alternative for missed sessions. Wherever possible, please notify the class leader via text, email or Facebook message if your child is unable to attend a session.

Venue based Classes

In the instance that a class venue cannot be used in the short term (due to e.g. refurbishment), we will endeavour, where possible, to re-schedule your session. In this instance Kidslingo franchisees / class leaders are not responsible for any travel expenses incurred.

If a franchisee / class leader has to cancel a class with short notice then she/he will text you, so please ensure you check your texts before every class in case of a last minute issue such as illness.

In the event of us having to cancel a session we will issue a credit against your block of fees.

When a class venue is not available on a longer term basis (in excess of one week), on public health or other grounds outside of our control, then we cannot be responsible for providing any further sessions during that time at that venue. If this occurs, and in the event that it is not possible to reschedule the classes, we will use best endeavours to either refund the unused balance of your block of fees or credit them against the next block.

Changing Class Times and Venues

At times we may need to change, cancel or merge classes with each other. We do our best to keep class times as similar as possible but unfortunately cannot always guarantee this.

Online classes

When partaking in an online class, your child is entirely your own responsibility and should be supervised during the 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.

Force Majeure Event

Force Majeure means an event beyond the reasonable control of Kidslingo 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, 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.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY Suzy Thom



Kidslingo shall not be liable to the Customer as a result of any failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Kidslingo from providing services, Kidslingo shall, without limiting its other rights or remedies and without liability to the Customer, have the right to terminate classes immediately by giving written notice to the Customer.

Adverse Weather

In the case of adverse weather, where a session goes ahead (when the venue has been judged by the teacher to be accessible and safe), Kidslingo is 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.

Safety

All participants take part in classes at their own risk. Whilst we take all reasonable steps to make the classes safe, neither us nor Kidslingo Ltd can accept any liability for any injury or damage suffered by any participant or any other person in a class.

It is your responsibility to seek appropriate medical approval regarding any pre-existing condition of a participant and to disclose any such condition to us before booking. We do not accept any liability arising from the medical condition of any participant.

Video and Photography

We love to celebrate our classes and your child's participation via photographs & videos which would then be used by Kidslingo franchisees / class leaders & Kidslingo Ltd for marketing and publicity purposes in any form including social media. You will be asked separately for permission to take photos & / or videos. If given, this 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 classes other than by the class leader themselves or an agent appointed by them and only when parental permission has been given.

Online sessions must not be reproduced, recorded, screen-shotted, photographed or reproduced in any other way.

Kidslingo Ltd expressly forbids the right to reproduce any part of our lessons in any form (e.g. on the internet, DVDs, photographs etc) 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 continually filming/photographing/reproducing the lessons for any purpose of publication will be asked to stop filming and leave the current and all future sessions. In all instances the decision of the Kidslingo franchisee / class leader is final.

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

Kidslingo franchisees, class leaders & Kidslingo Ltd cannot 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 and Photography' by any party.

Valuables

All property (including prams) left in class venues or in entrance halls or outside, is left at your own risk. Kidslingo franchisees / class leaders do not accept any responsibility for the loss or damage of any personal possessions.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY Suzy Thom

TERMS & CONDITIONS - CLASSES



Medical Conditions

On booking a class, you will be asked for any existing medical conditions that could affect your child during a class. You agree to inform your Kidslingo franchisee / class leader of any changes as soon as you are aware of them. All information will be kept strictly confidential and in line with the General Data Protection Regulations (GDPR) 2018 and 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. If given, this permission can be withdrawn at any time by emailing your Kidslingo franchisee / class leader.

Withdrawal of Service & Behaviour Issues

Kidslingo franchisees / class leaders may, at his/her own discretion, refuse entry of a customer to the sessions if it is felt that the customer's behaviour is unreasonable.

Kidslingo franchisees / class leaders & 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 franchisee / class leader will follow the steps outlined in our Behaviour Management Policy. A copy is available if required.

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. They are always fully trained at this point, but they do need to teach a series of 'live classes' in order to complete their assessment process. 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.

Exclusion of Liability

In the absence of any proven negligence, lack of due diligence or breach of duty by your class leader(s); 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.

Health & Safety

The health and safety of children and parents/guardians (where applicable) in our classes are of paramount importance. Your Kidslingo franchisee / class provider adheres to strict health and safety guidelines.

Illness

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.

In the case of COVID-19 please follow all Government and NHS guidelines.

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.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY Suzy Thom

TERMS & CONDITIONS - CLASSES



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. Kidslingo Ltd grants you a limited, personal, licence to use ideas for home, non-commercial use only.

You 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

Kidslingo franchisees / class leaders and Kidslingo Ltd will record, process and keep your personal information secure in accordance with the General Data Protection Regulations (GDPR) 2018.

Please see our privacy policy on the website for more details - <http://kidslingo.co.uk/privacy/> or ask for a copy.

Equal Opportunities

Kidslingo Ltd works in accordance with all relevant legislation, to provide equality of opportunity for all children and families and take positive action to eliminate discrimination in all areas of their work, including:

- Disability Discrimination Act 1995, 2005
- Race Relations Act 1976 + Amendment 2000
- Sex Discrimination Act 1986
- Children Act 1989, 2004
- Special Educational Needs and Disabilities Act 2001
- The Equality Act 2006, 2010

ADDITIONAL TERMS FOR VENUES ONLY

Responsibility for child/ren

In a venue based class where you bring the child/ren to the class yourself, then you are wholly responsible for the child/ren and 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.

Nappies and changing your child

Always change your child on the floor using a suitable changing mat. Do not use any raised areas such as benches, trolleys or tables. This is to prevent children from rolling onto the floor from high surfaces which can easily happen and cause serious injury.

Please take all your used nappies away with you unless a clearly marked bin has been provided. Never leave nappies in an open bin (including those within the venue grounds).

ADDITIONAL TERMS FOR HOME VENUES ONLY

If you are holding the class in your own home 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 at your own risk.

In the absence of any proven negligence, lack of due diligence or breach of duty by your Kidslingo franchisee / class leader; your Kidslingo franchisee / class leader is not liable for any damage caused by any class attendants in your home not any injury sustained in the environment .

If you are attending a class in someone else's home then you accept liability for any damage incurred as a result of your or your child's actions. Furthermore you accept that the health and safety responsibility lies with the home owner and not your Kidslingo franchisee / class leader.

A KIDSLINGO FRANCHISE OWNED & OPERATED UNDER LICENCE BY Suzy Thom

TERMS & CONDITIONS - CLASSES