Terms and Conditions for Open Classes

Please read these terms and conditions carefully. By taking part in classes you are deemed to accept these terms and conditions. Please print off a copy for future reference if you are viewing this online.

1.     Services

We are Lucy Sparkles LTD T/A Lucy Sparkles & Friends of 4th Floor, 18 St. Cross Street, London, EC1N 8UN , info@lucysparkles.com, 07834 319825 (“we or “us”).  We provide drama, music and dance classes for young children.  We agree to provide you with classes on these terms and conditions.  These terms, together with the booking form on our site specifying the dates to which your booking relate, form the contract between us and you.

2.     Duration

This contract will start on the date stated on the order confirmation and shall continue for the period agreed on the order confirmation. Your entitlement to attend any class will only arise when we have dispatched an order confirmation email and received full payment of all sums due in respect of the classes (at which point the contract between us will be formed).

3.     Fees and Payment

You agree to pay the fees for classes as set out below.  All payments must be made online and in advance.  Term, Single class, Flexible and Trial ticket bookings can be made via our website (www.lucysparkles.com) (“our site”).  We process payments via PayPal. Fees include VAT at the current rate, if applicable.  We do not accept cash at any of our classes.

|  |  |  |
| --- | --- | --- |
| **Fees per class** | **Sign up online**  (calculated pro-rata from when you start until the end of term) | **Single class**  (if space available) |
| Trial class | £1.00 | £1.00 |
| First child | £5.50 | £7.00 |
| Additional siblings | £3.50 | £4.50 |
| Sibling babies under 5 months (mixed age music classes only) | FREE | FREE |
| Sibling babies 5 months or over and awake (mixed age music classes only) | £3.50 | £4.50 |
| Sibling babies under 1.5 years (dance/drama classes) | FREE | FREE |
| Siblings 1.5 years or over (dance/drama classes) | £3.50 | £4.50 |

## 4.     Booking classes

4.1.  Booking a regular place in a class

To sign up for a term you must book through our site and pay online in advance.  Subject to payment in accordance with paragraph 3, you will be allocated a place in a class every week for the relevant term.  If you join the class part way through the term, we will calculate the fee pro-rata from when you start until the end of the term.

4.2.  Single class bookings

Single classes can only be purchased from 12 p.m. the day before the class and are subject to availability.  If you would like to attend a single class, this must be booked though our site and paid online in advance from 12 p.m. the day before the class.  You must bring your receipt to the class as proof of purchase.  Teachers cannot take cash payments.

4.3.  Flexible tickets

These must be used within the Term specified on the ticket – classes cannot be carried forward to the following term.  Classes must be booked by e-mailing info@lucysparkles.com, places will be released on a first come first served basis.

4.4. £1 Trial bookings

New customers are welcome to attend a trial class if space is available.  Trial classes must be booked through our site and paid online in advance. Trials are charged at the rate of £1 per child.  Teachers cannot take cash payments. Only one trial can be booked for each child for each class type (drama/music/dance). Please contact us for more details.

## 5.     Our obligations

5.1.  We will provide the classes with all reasonable care and skill.

5.2.  We may make alterations to the content of the classes and the fee structure and we reserve the right to do so by giving you reasonable notice in writing at any time without liability.

5.3.  Whilst it is our policy that we endeavour to ensure you always have the same teacher, we cannot guarantee this.

## 6.     Musical instruments and parental responsibility

6.1.  One parent or carer must accompany their child at all times during sessions where the child is aged three and under.

6.2.  In our classes we use real musical instruments.  We regularly test our equipment for durability, but all our instruments must be played under supervision, following the directions given to adults by your teacher. We cannot be held responsible for any misuse of the instruments outside of this supervision. Please exercise all due care and diligence when supervising small children with any instruments that contain small parts. Musical instruments are not made to withstand misuse of any kind, including eating, thrashing, bashing, beating or thumping. By booking a class for a child aged three and under you are confirming that you are happy to participate and supervise children with the instruments throughout the session to ensure they are used safely.  If a teacher observes a child endangering themselves or others during the session, they will remove the instrument from the child but parents or carers remain in loco parentis and primarily liable for such supervision. Parents/carers remain at all times solely responsible for the welfare, safety, care and conduct of their child.

6.3.  One parent or carer must remain at the venue (but not necessarily in the classroom) and be available at all times during sessions where the child is aged four or over.

6.4.  Because of the physical nature of our classes and the age range of the children, our teachers may, from time to time, use physical contact with the children within the class. By attending our classes you give consent for this.

## 7.     Medical conditions and Illness

7.1.  Please inform us if your child has a medical condition that could affect their participation in the class.

7.2.  We recommend that you never bring your child to class if they have any kind of contagious illness including: diarrhea, vomiting, chicken pox, impetigo, conjunctivitis, an ear infection or a bad cold. Please wait until the doctor has given you the all clear before returning to classes.

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

## 8.     Conduct in Classes

8.1.  Please refrain from using mobile phones during classes.

8.2.  Adults and children must remove shoes before sitting on the matts.

8.3.  Please do not eat food on the matts.

8.4.  Please keep chatting to a minimum so that the children and the teacher can remain fully focused throughout the lesson.

8.5.  Where relevant, always change your baby’s nappy on the changing table provided by the venue or on the floor using a suitable changing mat. Do not use any raised areas such as benches, trolleys or tables. 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).

8.6.  Lucy Sparkles & Friends may, at its own discretion, refuse entry of a customer to its classes if it is felt that the customer’s behaviour is unreasonable.

## 9.     Refunds and Cancellations

9.1.  As this is a contract for services related to leisure activities, and your classes will be booked for a specific date or period of performance, there is no right to change your mind and cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9.2.  Up to two missed classes per term can be made up at another age appropriate class in the timetable (if space is available).  This is on the condition that you let us know by email or text at LEAST two hours before the start of the missed class.  We regret that we are not always able to offer an alternative for missed sessions.

9.3.  Lucy Sparkles & Friends is under no obligation to provide refunds or alternative classes in the event that you are unable to attend a class.

## 10.  Changing Class Times and Venues

10.1.  If a class becomes too small to run we may need to merge it with another. We do our best to keep class times as similar as possible but unfortunately cannot always guarantee this.

10.2.  We are not liable for additional costs due to changes in courses, content, venues or teachers. Every effort will be made to provide reasonable notice where possible.

10.3.  Should you need to change class venues or times we will do our utmost to accommodate you, but unfortunately cannot guarantee it.

## 11.  Events beyond our control

11.1.  We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by events outside our reasonable control (known as a “Force Majeure Event”).

11.2.  A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) non-availability of premises for any reason, strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

11.3.  Our performance under these terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will not be required to provide classes for the duration of that period.

11.4.  In such circumstances, there might be a delay before we can recommence the classes, having made reasonable efforts to limit the effect of any of those events and having reasonably kept you advised of the circumstances, but we will attempt to recommence the classes as soon as those events have been resolved.  If a class is cancelled because of such an event, we shall inform you of the time, date and venue of a mutually convenient alternative class for you to attend, for which you shall not be required to pay an additional fee.

## 12.  Video and Photography

12.1.  Lucy Sparkles & Friends expressly forbids the right to reproduce any part of our lessons in any form (e.g. on the internet, DVDs, photographs etc). Anyone suspected of continually filming or photographing the lessons for any purpose of publication will be asked to stop filming and leave the current and all future sessions.

12.2.  On occasion, classes may be photographed or filmed by us. Lucy Sparkles & Friends reserves the right to use photographs and footage from classes for publicity and marketing purposes.  We will endeavor to notify you in advance of such photography or filming.  If you do not wish you or your child to be photographed, please inform us, your teacher or the photographer.  If you do not inform us in advance when given the chance to do so, we will assume we can use photographs of your child for publicity and marketing purposes.

## 13.  Mailing list

13.1.  When you book a taster class, a single class or a term ticket we will add you to our mailing list which will allow you to receive information about upcoming classes and events. You can unsubscribe from this at any time.

13.2.  Any personal data that we collect from you will be kept secure and we will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place.  Please see our Privacy Policy for more information http://www.lucysparkles.com/lucy-sparkles-friends-privacy-policy

## 14.  Intellectual Property

The copyright in any class materials or systems which are used or provided by the teacher in connection with the classes shall remain vested in the us or the licence owner.   You may use such documents or systems only for purposes directly related to the classes and shall not make copies of such documents, nor use the same for any purpose not directly related to the classes without our prior written approval.

## 15.  Limitation of Liability

15.1. Nothing in these terms shall exclude or in any way limit our liability to you for fraud, death or personal injury caused by our negligence or any liability which may not be excluded or limited as a matter of law.

15.2. Subject to paragraph 15.1 above, we will not accept liability for:

15.2.1. any loss, costs, claims, damages or expenses arising out of a breach of this contract by us which was not reasonably foreseeable by the us at the date of this contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process; or

15.2.2. any for indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, contracts or potential contracts or loss of anticipated savings.

## 16.  Termination

16.1.  Either you or we may terminate the contract at any time by a written notice of termination to the other if that other commits a serious breach, or series of breaches resulting in a serious breach, of these terms and the breach either cannot be fixed or is not fixed within 3 days of the written notice.

16.2.  On termination of the contract for any reason, any remaining rights and liabilities of you and us will not be affected.

## 17.  Other important terms

17.1.  Assignment: We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the contract and may subcontract or delegate in any manner any or all of our obligations under the contract to any third party or agent.

17.2.  Waiver: A waiver of any right under the contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.3.  Severance: If a court or any other competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the contract shall not be affected.

17.4.  If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.5.  No partnership: Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.6.  Third parties: A person who is not a party to the contract shall not have any rights under or in connection with it.

## 18.  Governing law

This agreement and any non-contractual obligations arising in connection with it shall be governed by English law. The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this agreement, including disputes relating to any non-contractual obligations.