

WHIZZY WONDERS
TERMS AND CONDITIONS (INCLUDING COVID-19 UPDATES) ON WHICH WHIZZY WONDERS
SUPPLIES ITS BABY AND TODDLER DEVELOPMENT CLASSES
("Terms & Conditions")
LAST UPDATED 09.09.2020

1. DEFINITIONS

- **Booking Form** means the online booking form or the paper form supplied by Whizzy Wonders on which you request Whizzy Wonders to provide baby or toddler development classes for your child on the date/s set out in the form.
- **Services** means the baby or toddler development classes for you/your Child's Carer and your child as set out in the Booking Form.
- **Whizzy Wonders** means Stephanie Watts trading as Whizzy Wonders of 1 Keswick Avenue, SW19 3JE.
- **You** means the parent or legal guardian of the child who will be attending the specific baby or toddler classes selected via our booking process.
- **Your Child's Carer** means the person who will be responsible for your child during the Whizzy Wonders classes.

2. BOOKINGS AND OUR CONTRACT WITH YOU

- You can only make a request for you (or your Child's Carer) and your child to attend our classes if you have completed the relevant Booking Form and you have confirmed that you agree to these Terms & Conditions.
- During the COVID-19 pandemic period we are providing 6-week block bookings (a "**Term**") so that we are able to allow for class bubbles as much as possible. During this period, other than at our discretion, we will not be offering our usual pay-as-you-go classes.
- Payment of the fee set out in the Booking Form must be made in full for your booking to be confirmed by us. All bookings are subject to availability and we reserve the right to decline any booking at our discretion. If we are unable to accept your booking we will inform you and will refund any advance payment made by you.
- When you complete and submit the Booking Form you are making an offer to Whizzy Wonders to purchase the Services referred to in the Booking Form in accordance with these Terms & Conditions. Your offer is only accepted when we send you a confirmation email accepting your booking (the "**Confirmation**"), at which point and on which date a contract will come into existence between Whizzy Wonders and you for the supply by Whizzy Wonders to you of the Services (the "**Contract**").
- The Booking Form and these Terms & Conditions constitute the entire agreement between Whizzy Wonders and you and may not be varied except where agreed in writing by the parties. Any descriptive matter or advertising issued by Whizzy Wonders and any descriptions contained on Whizzy Wonders' website, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force. You acknowledge that you have not relied on any statement, promise or representation made by Whizzy Wonders or on Whizzy Wonders' behalf which is not set out in these Terms & Conditions or the Booking Form.
- The Contract will commence on the date of the Confirmation and will continue until the date of the last class set out in the Booking Form, unless it is terminated earlier in accordance with paragraph 11 of these Terms & Conditions. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or

continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

3. INTELLECTUAL PROPERTY & COPYRIGHT

- All intellectual property associated with the Services (including the content of our website and the Whizzy Wonders classes) is entirely owned by Whizzy Wonders and is protected by international copyright law and applicable national laws. Except as is expressly set forth in a separate definitive licence agreement mutually agreed upon by us we do not grant any licence under our intellectual property rights to you. This paragraph 3 shall survive termination of the Contract.
- By continuing to use our website and booking onto and attending classes you acknowledge that all material, logos, class formats, syllabuses, programmes and class activities (including, without limitation, the light show) are protected by applicable United Kingdom intellectual property and other laws.
- You may not reproduce, copy, or in any other way re-use any content from the website or any material, logos, class formats, syllabuses, programmes or activities from the classes without the express written permission of Whizzy Wonders to do so. If you are in any doubt as to what acceptable usage is, please direct any questions to Whizzy Wonders.

4. PHOTOGRAPHY AND FILMING

- During the booking process we ask for your express consent to take photos and videos of your child to be used for Whizzy Wonders' marketing purposes.
- You or your Child's Carer may take photos of your child during classes, however we ask you to be mindful of other people's children when taking pictures.
- You may film short videos of your child during a class but we request that these are no longer than 60 seconds duration.
- If you wish for another child to be in the picture please seek permission from a parent of that child beforehand.

5. OUR CLASSES

- Our baby and toddler classes are designed to stimulate your child's senses and support their development.
- Our baby classes are best suited to babies from 12 weeks old through to crawlers.
- Our toddler classes are best suited to early walkers through to pre-school (3 years).
- Our classes are designed with reasonable care and skill by a qualified primary school teacher.
- We may use sub-contractors for carrying out any part of the Services and shall be entitled at all times in our absolute discretion to decide which of our employees, agents, consultants or sub-contractors shall provide the Services on behalf of Whizzy Wonders. For the avoidance of doubt we reserve the right to change class leaders at any time.
- You/your Child's Carer are responsible for supervising your child at all times during our classes.
- **Classes are usually run face-to-face but if this is not possible during the COVID-19 pandemic period due to factors beyond our control (including, but not limited to, local lockdowns or the requirement for a class leader to self-isolate) then we reserve the right to and you agree that we may substitute any face-to-face class for an online class (live or pre-recorded classes via Zoom).**

6. HEALTH AND SAFETY

- We clean all equipment after each class and we ask everyone to remove their shoes during classes in order to keep the mats clean.
- You must let us know if your child has been sick in the 48 hours prior to each class. Your child may not be allowed to take part in a class if they have been experiencing any vomiting or diarrhoea or any infectious illnesses (such as but not limited to chickenpox). If your child is not allowed to take part in a class for these reasons you will still be liable for 100% of the class fees but Whizzy Wonders may, at its discretion and subject to availability, offer you the ability to reschedule the class.
- You/your Child's Carer and your child must not attend a class if you/your Child's Carer or a member of your/their household:
 - are displaying or have displayed any COVID-19 symptoms within the past 14 days;
 - Have returned from any overseas location in the last 14 days (unless such overseas location is exempt from the requirement to self-isolate under the government guidelines);
 - Have been in direct contact with person/s known to have had COVID-19 or COVID-19 symptoms in the last 14 days.
- We can refuse to allow you to attend a face-to-face class if in our opinion you/your Child's Carer/your child are displaying any COVID-19 symptoms.
- In relation to face-to-face classes during the COVID-19 pandemic period you/your Child's Carer must:
 - adhere to all infection control and safety measures that we put in place from time to time;
 - respect social distancing rules and where possible remain at least 2 metres away from others;
 - wear a face covering unless an exemption applies (for example children under the age of 11 are not required to wear a face mask and Public Health England do not recommend face coverings for children under the age of 3 for health and safety reasons);
 - use hand sanitiser upon arrival and at the end of the class;
 - adhere to the one way system and spacing markers within the relevant venue; and
 - use the specific bag of equipment we provide for use during the class.
- In relation to any online classes provided during the COVID-19 pandemic period you/your Child's Carer must ensure:
 - your child is suitably supervised;
 - the area you use at home is suitable and clear of any hazards that could cause injury whilst participating in an online session;
 - any equipment you use for any session is suitable for the relevant activity being demonstrated/participated in.
- We will be following the government guidelines in relation to COVID-19 closely and will amend our procedures in line with any updates.
- If you/your Child's Carer or your child have a positive test result for COVID-19 within 14 days of attending a class, we request that you please notify us as soon as possible by email to enable us to assist with any NHS test and trace request and so that we can inform everyone who was in the relevant class.

7. CANCELLATION OF CLASSES

- If you wish to cancel any specific class date you must provide us with at least 48 hours' notice in writing (using the email link provided in the Confirmation). No refunds will be made where the class has been paid for in advance but we may, in our absolute discretion and subject to

availability, either provide you with the option of rescheduling the class or we may provide you with a substitute online class if available (live or pre-recorded via Zoom).

- We reserve the right to cancel any face-to-face class dates if necessary (for example if a class leader is ill or there are not enough parents and children to run the class) and will provide you with as much notice as possible. We will, at our option, either reschedule the class date or we will provide you with a substitute online class (live or pre-recorded via Zoom).

8. LIMIT OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH

- The welfare of your child is your/your Child's Carer's responsibility at all times during a Whizzy Wonders class.
- **Subject to the last bullet point in this paragraph 8, we will not be responsible for, or have any liability for:**
 - accidental damage or injury resulting from the actions or omissions of anyone attending one of our classes; or
 - any indirect or consequential loss or damage that you, your Child's Carer or your child may suffer as a result of our breach of contract or negligence.
- **Subject to the last bullet point in this paragraph 8, our entire liability in connection with the Contract, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise shall not in any event exceed our professional indemnity and/or public liability insurance coverage available at the time of settlement or judgment.**
- All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- This paragraph 8 does not exclude or limit in any way our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any matter which it would be illegal for us to exclude our liability.

9. DATA PROTECTION

- Whizzy Wonders is registered with the Information Commissioner's Office in accordance with the UK Data Protection Act 2018. Our Privacy Policy sets out how we collect and use your personal data. You can read our Privacy Policy in full [HERE](#).

10. FORCE MAJEURE

- We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of our obligations under the Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.
- Without prejudice to the generality of the foregoing, circumstances beyond our reasonable control shall include an act of God, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, extreme adverse weather, pandemics or epidemics, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving our employees, agents, consultants or sub-contractors or those of a third party).

11. COOLING OFF PERIOD

- If you are a consumer (as defined in the Consumer Rights Act 2015) you have a right to terminate the Contract by written notice to us within 14 days of the Confirmation date without

giving a reason (the “cooling off period”). Please note this does not apply to any pay-as-you-go classes.

- We will refund any advance payments received from you, provided that if you have attended any classes during the cooling off period we will make a reasonable deduction for such classes and our administration costs based on the fees you have paid for the Term. We shall refund such amounts due to you as soon as possible and in any event within thirty (30) days of termination of the Contract.

12. NOTICES

- Any notice or other communications to be given under the Contract shall be in writing and may be (i) delivered by hand; (ii) sent by first class prepaid recorded delivery post to the address of the addressee as set out in the Booking Form/these Terms & Conditions or such other address (being in Great Britain) as the addressee may from time to time have notified in writing for the purpose of this paragraph or (iii) sent by email to the relevant email address stated in the Booking Form/the Confirmation (or such other email address as the addressee may from time to time have notified for that purpose).
- Communications shall be deemed to be received: (i) if delivered by hand at the time of delivery, (ii) if posted three (3) working days after posting and (iii) if sent by email on receipt of a return email from the other party.
- This paragraph 12 does not apply to the service of any proceedings or documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. GENERAL

- From time to time we may review and amend our terms and conditions. We will provide existing customers with our new terms and conditions by email (to the email address provided during the booking process).
- No failure or delay to exercise a right under these Terms & Conditions shall be deemed to be a waiver of that right and no waiver of any breach of these Terms & Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- Except as expressly provided, the parties do not intend any term of these Terms & Conditions to create any rights or benefits to any other party other than the parties to this contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 (the “1999 Act”) but this does not affect any right or remedy of any third party which exists or is available apart from the 1999 Act.
- If any provision or part-provision of the Contract or these Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Contract.
- The law of England and Wales shall apply to these Terms & Conditions, and each party irrevocably submits to the exclusive jurisdiction of the English courts.

I have read, understood and agree to these Terms & Conditions