

****Preformers Preschool Performing Arts Class – Terms and Conditions****

Date of last update: 25 February 2024

You must read these Terms and Conditions before you browse the Website and/or book a class.

GENERAL

****1. About us and the Website****

a) Preformers is private limited company incorporated in England and Wales, with registered company number 15464194 and with its registered office address at 109 Bridgeman Way, Lichfield, Staffordshire, WS14 0AL.

b) The Preformers website is located at www.preformers.co.uk (the "Website") and is owned and operated by Preformers via WIX.COM

****2. About these Terms and Conditions****

a) In these Terms and Conditions, when there is a reference to "you" or "your" this means you, the person accessing or using the Website as a "Consumer", meaning, for purposes that are wholly or mainly outside your trade, business, craft or profession. Please note that if you are acting for purposes relating to your trade, business, craft or profession, then you are acting in the course of a business (i.e., if you are not a Consumer) and you are not permitted to make any bookings via the Website.

b) These Terms and Conditions are made up of three (3) "Parts":

PART 1 – Website Terms of Use – which describes how you may access and browse the Website.

PART 2 – Booking Terms – which describes how you may contract with Preformers in order to book a Session.

PART 3 – General Terms – which describes the other terms that apply generally to these and Terms and Conditions (whether you are using the Website or booking a Session).

PART 1 – WEBSITE TERMS OF USE

****1. Introduction****

Welcome to the website of Preformers Preschool Performing Arts Classes. These terms and conditions govern your use of our website. By accessing or using our website, you agree to comply with these terms and conditions. If you do not agree with any part of these terms, you may not use our website.

****2. Use of Website****

- a) You must be at least 18 years old to use our website. If you are under 18, you may only use our website with the involvement and consent of a parent or guardian.
- b) You agree to use our website for lawful purposes only and in accordance with these terms and conditions.

****3. Intellectual Property Rights****

- a) All content on our website, including text, graphics, logos, images, audio clips, and software, is owned or licensed by us and is protected by copyright and other intellectual property laws.
- b) You may not reproduce, distribute, modify, or create derivative works of any content from our website without our prior written consent.

****6. Links to Third-Party Websites****

- a) Our website may contain links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of any third-party websites or services.

b) We do not endorse or make any representations about third-party websites. Your use of third-party websites is at your own risk.

****6. Limitation of Liability****

a) To the fullest extent permitted by law, we will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of our website.

b) We make no warranties or representations about the accuracy, reliability, completeness, or timeliness of the content on our website.

****7. Indemnification****

a) You agree to indemnify and hold harmless Preformers, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses arising out of or in connection with your use of our website or any violation of these terms and conditions.

****8. Changes to Terms & Conditions****

a) We may revise these terms and conditions at any time without prior notice. By continuing to use our website after any such changes, you agree to be bound by the revised terms and conditions.

b) It is your responsibility to review these terms and conditions periodically for any updates or changes.

****9. Governing Law****

a) These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

b) Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

****10. Contact Us****

If you have any questions or concerns about these terms and conditions, please contact us at rosie@preformers.co.uk

PART 2 – BOOKING AND ATTENDANCE TERMS

****1. Booking eligibility and process:****

a) You may only make a booking if you are at least eighteen (18) years old.

b) The booking process will be in English (at this time, translations at the checkout are not available).

c) The booking process & options offered on the Website may change from time to time for any operational or commercial reason. Currently, the Website enables you to book different "Classes" (such as free trials, classes, events and parties) and, in each case, the description and the price of each such Session will be displayed clearly on the Website. You can request more information on any Session by contacting Preformers business owner, Rosemary Millward.

d) In order to make a booking you must first submit a booking request by taking the following steps:

- add one or more Sessions to your online basket;
- provide the necessary requested information (for example, the booking may require you to input your name / email address / phone number, the date and location of the Session, and your child's name and age);
- select a payment method from the options offered at the checkout and enter the necessary associated information (for example, your card details / billing address); review your order and correct any errors; tick the checkbox to provide your consent to be bound by Preformers' Terms & Conditions and you accept Preformers' Policies & Procedures: and click 'Submit' or similar to submit the booking request.

You are responsible for ensuring that all of the information that you provide in connection with a booking request is complete and accurate and you must notify the Franchisee immediately if there are any changes to the information entered.

e) Your booking request constitutes an offer to Preformers and once it has been submitted you will receive an acknowledgement via email of your booking request. The acknowledgment is not a confirmation that a booking request has been accepted. Each booking request will be reviewed by Preformers and is not obliged to accept any booking request.

f) Booking operates on a first come, first served basis and places are not guaranteed; they are subject to availability.

g) If a booking request is declined, you will be informed via email (although Preformers is not obliged to provide you with any reason for the decline) and your payment method will not be charged.

h) Once a booking request is accepted, you will be informed via email and your payment method will be charged at that time. The email confirmation of your booking will restate the details of the booking you have made (for example, the date, location and price of the Session(s)). This is the point at which a legal contract of sale between you and Preformers will be formed and these Booking Terms (in addition to the other Terms and Conditions) will become legally binding on you. For the avoidance of doubt; Preformers is not a party to and has no responsibility or liability under that contract.

i) You are recommended to store a copy of the contract that you enter into with Preformers as Preformers will not keep a copy of this.

j) Preformers is under a legal duty to provide you with services that are in accordance with the terms applying to your confirmed booking.

****2. Payment****

a) The prices for Sessions will be set out on the Website in GBP and are inclusive of VAT. Preformers will not be liable for any charges you may be responsible for arising out of currency conversion carried out by your bank in the event that you make payment in any currency other than GBP.

b) It is always possible that Classes may be incorrectly priced. If Preformers accepts a booking where a pricing error is obvious, unmistakable and could reasonably have been recognised by you as a mispricing, Preformers may end their contract with you, cancel that booking, and refund any sums that you have paid.

c) You may make payment using one of the payment methods named at the checkout. Payments are carried out by an independent payment processor, such as Paypal and Stripe, and its affiliates. The processing of your payment is therefore subject to and governed by that payment processor's terms and policies. Preformers is not involved in payment processing and do not accept any liability relating to those services and processes. In particular, Preformers is not responsible for any errors made by the payment processor. You should review the applicable terms and policies of any payment processor that apply to you.

d) When making a payment, you confirm that the card or bank account which is being used is yours, or that you have the authorisation of the account holder to use it. If you use a payment method that you are not authorised to use, you may be liable to Preformers for any losses incurred or suffered as a result of your unauthorised use of that payment method.

e) All credit and debit cardholders are subject to validation checks and authorisation by the issuer of the card. If the issuer of your payment card refuses to pay or does not for any reason authorise payment, your payment will not be accepted and your booking will be cancelled.

****3. Preformers performance and/or cancellation of bookings****

a) Preformers will perform the booked services at the Session on the date set out in your booking confirmation, unless it is necessary (for example, because of legal, operational or safety reasons) for Preformers to:

- cancel a booking, in which case you will be informed via email and any payment you made in respect of the original booking will be refunded to you; or

- postpone or cancel a class, in which case, you will be informed via email or telephone and you will be given the opportunity to either: (i) accept the new date / time offered, at no extra cost, in which case the updated details of the booking will be confirmed to you via email; or (ii) reject the new date / time offered, in which case your place on the replacement booking will be cancelled and this will be confirmed to you via email, and any payment you made in respect of the original booking will be refunded to you.

****4.Cancellation rights****

a) Except for your right to cancel a Session under clause 3 above, you do not have the right to change your mind and cancel your booking for a Session because, under regulation 28 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "CCRs"), a booking for a Session is a contract for a leisure activity with a specific date or period of performance. This means that if you want to cancel your Session for any reason (except those set out in clause 3) or if you do not attend your booked Session then you will not be eligible for a refund because, when you book the Session, the Franchisee reserves a place for you in that particular Session that they may not be able to re-sell if you no longer attend.

****5. Your other rights of refund****

a) You have legal rights in relation to services that are not carried out with reasonable care and skill, that are not priced reasonably (if you have not agreed a price beforehand), or that are not performed within a reasonable timeframe (if you have not agreed a timeframe beforehand).

b) If you believe that any services that you have ordered do not conform with your legal rights, please contact Preformers Director, Rosemary Millward, as soon as possible

****6. Age Requirement:****

a) Children must be within the specified age range of 2-4 to participate in the class.

b) Parents must provide child's date of birth upon booking.

****7. Attendance:****

a) Regular attendance is encouraged to ensure the child's enjoyment and progress.

b) Parents are responsible for notifying Preformers in advance if the child will be absent from a class.

****8. Discrimination:****

a) Discrimination of any kind is not tolerated at any Session.

b) Parents and caregivers should ensure that their behaviour at each Session is appropriate at all times, and refrain from behaving in a discriminatory or disruptive manner or in a way which could cause offence to anyone else. This includes refraining from using bad language. All parents and caregivers are required to show respect to all Session leaders and attendees.

c) The Session leader has the right to ask anyone who is behaving other than in accordance with these Terms and Conditions to leave a Session. In these circumstances, you may be prevented from booking future Sessions. Preformers may also reserve the right to refer any of these matters to the police.

****9. Parental Involvement:****

a) Parents/guardians are required to stay on the premises during the class.

b) Parents/guardians are encouraged to actively participate in class activities as directed by the instructor.

c) Parents/guardians have full responsibility of their children during class.

****10. Code of Conduct:****

- a) Parents and children are expected to adhere to a code of conduct that promotes a positive and inclusive environment (Code of conduct is made available in Preformers policies & procedures on website and booking page)
- b) Inappropriate behavior may result in the child being asked to leave the class, at the discretion of the instructor.

****11. Communication:****

- a) Preformers will communicate important information through email or other agreed-upon channels.
- b) Parents/guardians are responsible for keeping their contact information up to date.

****12. Health and Safety:****

- a) Parents must inform Preformers of any health conditions, allergies, disabilities or special needs that may affect the child during the class.
- b) In case of illness, parents are requested to keep their child at home to prevent the spread of illness to others.
- b) Preformers takes child protection very seriously. Preformers to a company safeguarding policy (made available in Preformers policies & procedures on website and booking page) Preformers has public liability insurance and a valid Disclosure and Barring Service (DBS) check. Please note, the Session leader is not a medically trained professional or capable of or qualified to assess the medical health of any person or perform any medical procedure or intervention. The session leader is first aid trained and can act in line with first aid training to support any accidents and emergencies.
- c) Preformers will ensure that risk assessments are undertaken in respect of every venue. As parents and carers you will be aware that although every effort is taken to ensure that the environment is safe and the props used are in good condition, accidents can occur to children in the safest of environments. Please ensure that

you supervise your child at all times during the session as Preformers can not be held responsible for accident or injury incurred during Sessions, other than as set out in these Terms and Conditions or as required by law.

d) If you or your child has any special access requirements, you must inform the Preformers Session Leader during the booking process, and reiterate your needs on arrival at the Session. Preformers will not be aware of any such requirements unless you clearly communicate these.

****13. Hygiene in Sessions****

a) All Session leaders are equipped to wipe down, clean, wash and sanitise relevant equipment between Sessions.

b) Equipment and props are checked for quality and cleanliness and washed and replaced regularly.

c) You must ensure that your child does not place any blankets, props or other equipment or items used during a Session in their mouth.

d) All attendees are asked to participate in the effort towards hygiene and cleanliness in Sessions, in accordance with these Terms and Conditions, by taking reasonable precautions, and as requested by the Session Leader.

****14. Allergies and illness****

a) If you or your child has any allergy, intolerance or sensitivity of any kind that has the potential to affect the health of any person, you must inform Preformers during the booking process, and reiterate the same on arrival at the Session. Preformers will not be aware of any such considerations unless you clearly communicate these.

b) Please do not attend Sessions in the event of you or your child being unwell so that you ensure that the risk of infections or communicable diseases spreading is isolated. In the event that your child contracts an illness or infection prior to a Session, please inform Preformers so that your booking can be cancelled. If your child contracts an illness or infection following a Session, please inform Preformers as soon as possible so that they can inform other parents.

****15. Photography and Videography:****

- a) Parents are welcome to take photos or videos of their child during class for personal use only and you must not take any photographs or videos of any other person in a Session without their express permission
- b) Preformers may use class photos for promotional purposes unless explicitly denied in writing/email by the parent or guardian.
- c) Preformers may require that all that photography and filming is stopped if they have any concerns that these Terms and Conditions are not being complied with. Their decision is final, and continued participation in the class is contingent upon complying with the Session leader's instructions.
- d) You must not share, distribute, publish, or post any photographs or videos of any person (other than yourself and your child) without their express permission.

PART 3 GENERAL TERMS

****1. Liability****

a) Nothing in these Terms and Conditions excludes or limits the liability of Preformers for:

- death or personal injury caused by their negligence;
- fraud or fraudulent misrepresentation; and
- any matter in respect of which it would be unlawful to exclude or restrict liability.

b) Nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

****2. Preformers' liability to you****

a) If Preformers fails to comply with its responsibilities under these Terms and Conditions, Preformers is responsible for loss or damage that you suffer that is a foreseeable result of that breach or Preformers' negligence. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by Preformers and you at the time that you accessed and used the Website. Preformers is not responsible for any loss or damage that is not foreseeable.

****3. Complaints procedure****

a) Preformers is committed to providing high-quality preschool performing arts classes. We understand that there may be occasions when individuals have concerns or complaints. The Complaints Procedure outlines the steps to be taken to address and resolve such matters promptly and fairly. Complaints procedure can be found in Preformers' Policies & Procedures available on Preformers website and at time of booking.

****4. Other important information****

Transfer of rights

a) Preformers may transfer its rights and obligations under these Terms and Conditions to another organisation and it will always notify you in writing if this happens (but this will not negatively impact your rights under these Terms and Conditions in respect of any booking that has already been confirmed; and this will not affect your legal rights).

b) You may only transfer your rights or your obligations under these Terms and Conditions to another person if Preformers agrees in writing prior to such transfer.

Sub-contracting

c) Preformers may at any time subcontract its rights and obligations under these Terms and Conditions but this will not affect your legal rights.

Severability

d) Each of the Parts and clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

Waiver

e) If Preformers fails to insist that you perform any of your obligations under these Terms and Conditions, or if they do not enforce their rights against you, or if they delay in doing so, that will not mean that they have waived their rights against you and will not mean that you do not have to comply with those obligations. If Preformers does waive a default by you, it will only do so in writing and that will not mean that they will automatically waive any later default by you.

Governing law and jurisdiction

f) These Terms and Conditions are governed by English law. This means that your access to and use of the Website, and any booking that you make via the Website, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.

g) As a Consumer, you may bring any dispute which may arise under these Terms and Conditions, at your discretion, to either the competent courts of England, or to the competent courts of your country of habitual residence if this country of habitual residence is within Great Britain, which courts are (with the exclusion of any other court) competent to settle any such dispute.

h) Preformers will bring any dispute which may arise under these Terms and Conditions to the competent courts of your country of habitual residence if this is within Great Britain or otherwise the competent courts of England.

****5. Contact Information:****

Preformers

109 Bridgeman Way, Lichfield, WS14 0AL

rosie@preformers.co.uk