

Foodie Tots Terms and Conditions

1. Definitions

1.1

"Carer" means the person / persons, who attend the course or any part of it, with the pupil,

1.2

"Parent" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract,

1.3

"Foodie Tots" means the company or person, with whom you have entered into this agreement,

1.4

"Course" means the Foodie Tots classes you are attending or enrolling on,

1.5

"Enrolment Form" means the form relating to the enrolment or re-enrolment of the pupil on the course,

1.6

"Fee" means the monetary cost per course as specified on the enrolment form,

1.7

"Teacher" means the individual(s) who teach the Course.

1.8

"Premises" means the premises where the Course takes place,

1.9

"Pupil" means the child attending the course, whose details are specified by the Parent or Carer on the Enrolment Form,

1.10

"Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Foodie Tots and the parent,

1.11

The title "Foodie Tots" where used in this document refers to the course you are attending or enrolling on.

2. Acceptance of Terms and Conditions.

2.1

All agreements relating to the teaching of the Course by Foodie Tots to the Pupil are subject to these Terms to the exclusion of all other terms and conditions.

2.2

No variation or addition to the Terms shall be binding unless agreed in writing by Foodie Tots and the Parent.

2.3

The Terms shall be deemed to have been accepted by the Parent upon payment of the Fee by or on behalf of the Parent. Payment by the Carer shall be deemed to have been made on behalf of the Parent.

2.4

The Parent and/or Carer agrees to keep the content of the Foodie Tots Course confidential and not to copy or use any aspect of the Foodie Tots Programme directly or indirectly. The Parent and/or Carer agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with Foodie Tots while the Pupil is attending Foodie Tots classes

and for a period of two years afterwards.

3. Fee and Payment.

3.1

The Parent shall pay the whole Fee to Foodie Tots prior to the Pupil commencing the Course.

3.2

The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Foodie Tots.

3.3

If classes are cancelled as a result of an "Act of God" (e.g. disruption resulting from extreme weather conditions, earthquakes, etc.), strikes, terrorist activity, or where local authorities/public guidance advise that classes should be temporarily suspended for health or other reasons, then no refunds will be given and it will not be permitted to defer classes during the affected period.

4. Cancellation & Changes.

4.1

Foodie Tots may cancel this contract at any time for any reason whatsoever. Foodie Tots shall not be liable for any loss or damage whatsoever arising from such cancellation.

4.2

In the event of cancellation by Foodie Tots, Foodie Tots will refund any fees for outstanding classes within 30 days.

4.3

Whilst every effort will be taken to maintain the consistency of the Teacher during the Course, Foodie Tots unreservedly retain the right to change the teaching staff where necessary.

4.4

The Parent/Carer understands that sessions are to be used consecutively.

5. Parent's Responsibility.

5.1

The Parent warrants and represents that:

5.1.1

The information set out in the Enrolment Form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify Foodie Tots of any change in such information immediately.

5.1.2

When attending the Course, neither the Pupil nor the Carer will be suffering from any contagious illness, disease or anything similar thereto. The Carer agrees not to bring the Pupil to a class if he/she is unwell and only 48 hours after a raised temperature or vomiting.

5.2

The Parent acknowledges and agrees that the Pupil shall be deemed to be under the direction, care and control of the Carer throughout the Course and the Carer shall be responsible for the welfare and conduct of the Pupil throughout the Course and whilst the Pupil is on the Premises.

5.3

The Parent shall indemnify and keep indemnified Foodie Tots against all loss (including loss of profit), liability, costs and expenses which Foodie Tots shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.

6. Discipline.

6.1

In the event that Foodie Tots determines the behaviour of the Pupil and/or the Carer to be unacceptable, Foodie Tots shall be entitled to exclude the Pupil and the Carer (or either of them) from Course and Premises permanently or for such period as Foodie Tots shall (in its entire discretion) determine.

6.2

The standard of behaviour which is to be regarded as unacceptable at a Course or on Premises shall be determined by Foodie Tots.

7. Exclusion of Liability

7.1

Except in the case of fraud and subject to clause 7 below, Foodie Tots, its staff and/or the Teacher accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Parent, the Pupil or any other party arising directly or indirectly or in any way connected with the attendance of the Pupil at the Course (or any part of it) or any other act or omission on the part of Foodie Tots or its staff even if such act or omission is negligent.

7.2

The Parent agrees (for and on behalf of the Parent and the Pupil) that any claim by the Parent or the Pupil against Foodie Tots or its staff must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

7.3

The Parent acknowledges, warrants and undertakes (for and on behalf of the Parent and the Pupil) that the maximum aggregate liability of Foodie Tots to the Parent and/or Pupil under these terms shall not exceed the Fee.

7.4

All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of

Foodie Tots or its staff or affects the statutory rights of the Parent or Pupil.

8. General.

8.1

Any notices to be sent by either party to the other shall be sent by pre-paid recorded delivery or registered post or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting if sent by post and immediately if hand delivered. Foodie Tots do not accept service of documents by email or fax.

8.2

The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.

8.3

These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein, shall be binding or form part of this Agreement.

8.4

This entire agreement shall be governed by English Law and shall fall under English jurisdiction.