

Terms and Conditions

1. DEFINITIONS

1.1. In these Terms and Conditions of business the following definitions apply:

“Activity”	means the specific activity or service to be provided by Maggie and Rose for the duration of the Activity Period from time to time;
“Activity Period”	means the period during which Maggie and Rose provides the Activity for the Child;
“Booking”	means the booking made by the Parent/Guardian for the provision of the Activity by Maggie and Rose which is accepted by Maggie and Rose as set out herein;
“Child”	means the child of the Parent/Guardian for whom Maggie and Rose provides the Activity;
“Other Circumstances”	means circumstances whereby it becomes impractical, dangerous or likely to have a detrimental effect on other children attending the Activity or the Tutor or any member of staff to allow the Child to attend or to continue with the Activity.
“Parent/Guardian”	means the individual, who is legally responsible for the Child;
“Premises”	means 58 Pembroke Road or the site at which Maggie and Rose are providing the Activity.
“Tutor”	means the individual whose services are supplied by Maggie and Rose for the Child;
“Maggie and Rose”	means Maggie and Rose, the trading name for a company registered at Companies House with the Name Pembroke Activities Ltd Number 06210909 whose registered office address is 9 Limes Road, Beckenham, Kent, BR3 6NS.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms and Conditions constitute the contract between Maggie and Rose and the Parent/Guardian for the provision of each Activity by Maggie and Rose for the Child.

2.2. These Terms and Conditions shall prevail over any other terms of business put forward by the Parent/Guardian irrespective of the date on which such other terms of business are proposed by the Parent/Guardian.

2.3. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by Maggie and Rose.

3. SUITABILITY AND REFERENCES

3.1 Maggie and Rose shall endeavour to ensure the suitability of any Tutor supplied to the Parent/Guardian and will only supply Tutors who have been selected through interview and have provided adequate references. Maggie and Rose undertake to ensure such Tutors have been subject to all Criminal Records Bureau (CRB) checks.

4. BOOKINGS, FEES AND PAYMENT

4.1 Maggie and Rose reserves the right in its absolute discretion to refuse any application for any Activity made in relation to any Child.

4.2 The Parent/Guardian shall pay to Maggie and Rose a fee for the Activity specified in Maggie and Rose’s most recently published price list (the “Fee”).

4.3 The Parent/Guardian agrees to pay to Maggie and Rose the Fee at the time of booking and submit the Fee to Maggie and Rose together with the attached signed application form.

4.4 Confirmation of the Booking in relation to the Activity will be sent by Maggie and Rose to the Parent/Guardian upon receipt of the attached application form and Fee.

4.5 In the event that a Parent/Guardian cancels a Booking on or before the 7th day prior to the commencement of the Activity Period, 50% of the Fee will be non-refundable. Maggie and Rose may (in its absolute discretion) refund the remaining 50% of the Fee or a percentage thereof in certain circumstances.

4.7 In the event that a Parent/Guardian cancels a booking after the 7th day prior to the commencement of the Activity Period, 100% of the Fee will be non-refundable.

4.8 In the event that Maggie and Rose are unable to provide the Activity in the Activity Period requested by the Parent/Guardian and a suitable alternative suggested by Maggie and Rose is rejected by the Parent/Guardian, the Fee shall be refunded within 7 days of the date on which the Activity Period was to commence.

5. CONDITIONS and LIABILITY

5.1 The Parent/Guardian acknowledges that Maggie and Rose will supervise the Child whilst providing the Activity. Maggie and Rose will not be liable for any illness or injury that the Child may sustain, other than any death or personal injury caused by Maggie and Rose’s negligence.

5.2 The Parent/Guardian must not leave the premises of Maggie and Rose during the Activity Period unless prearranged between the Parent/Guardian and Maggie and Rose in writing.

5.3 The Parent/Guardian must advise Maggie and Rose in writing before the Activity Period commences of any illness or other condition or special dietary or other

requirement of the Child for whom the Activity is to be provided. Prior to or during the Activity Period, in the event of illness of the Child or Other Circumstances from time to time the Tutor (of own volition or at the insistence of Maggie and Rose) may decline to undertake or continue the Activity, and the Parent/Guardian must check the position in advance wherever possible. Maggie and Rose will not be obliged to provide an alternative Activity in these circumstances and will not be obliged to refund the Fee.

5.4 In the event of illness of the Child, or should Other Circumstances arise, the Parent/Guardian, if not already at Premises agrees to collect the Child from the Premises as soon as possible after receiving notification from Maggie and Rose, or in any case within one hour of receiving such notification. If the Parent/Guardian is at the Premises, the Parent/Guardian agrees to remove the Child from the Premises immediately.

5.5 The Parent/Guardian undertakes to respect the Tutor’s right to privacy and agrees not to ask any Tutor for a phone number or contact address or otherwise seek the services of the Tutor other than through Maggie and Rose.

5.6 Should the Child have any allergy, illness or any specific requirement relating to their care, the Parent/Guardian must provide written instructions to Maggie and Rose as to the reasonable needs of the Child and how that care is to be provided. Maggie and Rose exclude all liability as permitted by law in respect of any consequences resulting from the failure of the Parent/Guardian to provide such written instructions prior to commencement of the Activity.

5.7 The Parent/Guardian must ensure that Maggie and Rose are able to contact the Parent/Guardian at any time during the Activity Period, especially if it has been agreed by Maggie and Rose that the Parent/Guardian may leave the Premises during the Activity Period.

5.8 Maggie and Rose may decline at any time to provide the Activity if the Parent/Guardian does not observe any of these Terms and Conditions and shall not refund the Fee if the Parent/Guardian breaches any of these Terms and Conditions.

5.9 Whilst every effort is made by Maggie and Rose to give satisfaction to the Parent/Guardian by requiring reasonable standards of skills, integrity and reliability from Tutors and further to provide them in accordance with the Parent/Guardian’s Booking, Maggie and Rose is not liable for any loss, expense, damage or delay arising from any failure to provide any Tutor for all or part of the Activity Period or from any accidents or damage to property during the Activity or lack of skill of the Tutor. For the avoidance of doubt, Maggie and Rose does not exclude liability for death or personal injury arising from its own negligence.

5.10 The Parent/Guardian agrees that by signing these Terms and Conditions they acknowledge that the Activities provided by Maggie and Rose are safe and suitable for the Child and the Parent/Guardian acknowledges that by participating in the Activity the Child may suffer bodily injury or other loss or damage. The Parent/Guardian further acknowledges that the Parent/Guardian has voluntarily assumed the risk of such losses and waives any claims for such losses against Maggie and Rose and/or the Tutors and discharges such persons from responsibility for such losses and covenants not to sue such persons for such losses. The Parent/Guardian shall be required as a condition of the provision of Activities to sign all required forms, including such releases as shall be required by Maggie and Rose’s insurance policies.

5.11 In consideration of the Child being permitted to participate in any way in the Activity and Parent/Guardian’s agreeing to the provision of the Activities, the Parent/Guardian for himself/herself, his/her personal representatives, heirs, and next of kin hereby so far as permitted to do so by law covenants not to bring any claim against Maggie and Rose or the Tutor and releases, waives, discharges Maggie and Rose and the Tutor from all liability to the Parent/Guardian or Child, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and in any claim or demands on account of injury to the Child or Parent/Guardian.

5.12 The Parent/Guardian shall indemnify and keep indemnified Maggie and Rose against any costs, claims or liabilities incurred by Maggie and Rose arising out of any Activity Period or as a result of any breach of these Terms and Conditions by the Parent/Guardian.

5.13 The Parent/Guardian agrees that Maggie and Rose shall provide the Activity to the Parent/Guardian on the Terms and Conditions contained herein and warrants that it is authorised to give legal consent for the Child as the parent or the person in *loco parentis* of the Child.

6. DATA PROTECTION

6.1 Maggie and Rose shall process any Personal Data, as defined by the Data Protection Act 1998 (“DPA”) in accordance with its subject information statement which shall be available from time to time.

6.2 The Parent/Guardian hereby consents to the processing of Sensitive Personal Data, as defined by the DPA in accordance with the subject information statement referred to above.

7. SEVERANCE

7.1 If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

7.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

8. RIGHTS OF THIRD PARTIES

8.1 These Terms and Conditions are made for the benefit of the parties to them and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

9. LAW

9.1 These Terms and Conditions are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.