

Fearless Girls Club CIC Membership Terms & Conditions

By enrolling your child at Fearless Girls Club CIC, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Fearless Girls Club CIC ("Agreement").

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enquiring or enrolled member ("Member") and Fearless Girls Club CIC ("Fearless Girls Club CIC", "we", "our", "us") (trading as Fearless Girls Club) and is valid at all times whilst the Member is enrolled on any Fearless Girls Club CIC activity and until such time as written notice is given in accordance with these Terms & Conditions.

1. INTRODUCTION

1.1 These Terms & Conditions apply to all our Fearless Girls Club CIC clubs, courses, holiday workshops/camps, other workshops and any additional products and/or services offered by Fearless Girls Club CIC in the future for any Member (collectively "Fearless Girls Club CIC Activities").

1.2 For participation of a Member in a Fearless Girls Club CIC Activity all Parents are required to consent to these Terms & Conditions by signature or by ticking the acceptance box for these Terms & Conditions when submitting an electronic application form online. We may update these Terms & Conditions from time to time.

1.3 Any changes to these Terms & Conditions require the written consent or approval of Fearless Girls Club CIC.

1.4 A "Club" refers to a course of sessions which will be delivered during the Term (including online activities). Club sessions will take place once per week for a certain number of hours, as detailed at the time of booking.

1.5 "Holiday Workshop/Camp" refers to Workshops (including online activities) run by Fearless Girls Club CIC during the breaks between Terms.

1.6 "Term" refers to one normal academic term of Fearless Girls Club CIC during which Clubs are run. Dates of the academic terms we are working within will be provided to Parents at the time of booking.

1.7 "Term Dates" refers to the dates for the relevant Term.

1.8 "Workshop" refers to a one-off course (including online activities) which will be delivered for a certain number of hours per day for a period of between one (1) and five (5) consecutive days and can run at any time throughout the year.

1.9 "Online activity" refers to any and all Fearless Girls Club CIC online classes, courses and workshops.

2. ENROLLING A NEW MEMBER AT FEARLESS GIRLS CLUB CIC

2.1 To apply for a place for a new Member on a Fearless Girls Club CIC Activity, the Parent must agree to these Terms & Conditions and submit an application form online. If you are enrolling siblings, Parents must complete and submit a full form for each Member.

2.2 Each Member's place is allocated on a 'first come, first served' basis. Applications must be followed by the appropriate payment/transfer within 48 hours of being notified of the Member's place, as set out in your payment request email. If payment is not received within this timeframe, the Member's space may be released.

2.3 Our 'first come, first served' allocation process may result in siblings not being allocated spaces at the same time. Each Member's enrollment is only confirmed once payment is made so Parents can choose not to make payment for those siblings offered a space and opt to put siblings onto a waiting list to join together. However, we will prioritise Members further down on the waiting list if spaces fewer than the sibling group become available.

2.4 If Fearless Girls Club CIC is unable to accept the Member due to capacity reasons, the Member will be placed on a waiting list. Parents can ask for Members to be removed from a waiting list at any time.

2.5 There is no cancellation period after payment is received and no refunds will be offered automatically for any reason, although we will consider any reasonable requests for a refund at our discretion.

2.6 Payment is requested half a term in advance and specific payment deadlines will be communicated by email along with payment instructions. Failure to meet these payment deadlines may result in the Member's membership being terminated with immediate effect, and their space being offered to a person on the waiting list.

2.7 Fearless Girls Club CIC does not offer a sibling discount.

2.8 Fearless Girls Club CIC does not offer a free 'taster' session or trial period as it is important for the ethos and effectiveness of the Club for Members to be committed and present throughout.

2.9 New Members can only join at the start of a Term or after a half term break, and not at any other point during the Term. This is to ensure consistency of membership as friendships and mentoring bonds are at the heart of our ethos.

2.10 Times, current Term Dates, fees and all relevant Club details for booked Fearless Girls Club CIC Activities will be confirmed by email for each Fearless Girls Club CIC Activity, along with a receipt for payment.

2.11 Any additional parameters or terms and conditions detailed by email shall be incorporated into the Agreement and shall be deemed to have been accepted by the Parent upon payment.

3. CLUB SESSIONS

3.1 Once enrolled in a Club, Term Dates for the next Term will be made known to Parents by email by the end of the current Term.

3.2 Unless Fearless Girls Club CIC is otherwise notified in writing by you at least six weeks before the end of a Term, a Member is automatically re-enrolled onto the Club for the following Term.

3.3 If you do not notify Fearless Girls Club CIC in writing by at least six weeks before the end of a Term that you do not wish a Member to be re-enrolled onto the following Term of the Club, then you will remain liable for half of the full Term fees in respect of the next Term, regardless of attendance of the Member.

3.4 Payment is due for the next half term of Club fees by a specified date in advance of each half term that will be communicated by email, subject to any alternative payment agreements you may have made with us. Payment requests, instructions and deadlines will be sent by email.

4. WORKSHOPS & HOLIDAY WORKSHOPS/CAMPS

4.1 Dates and times of Workshops and Holiday Workshops/Camps are released in advance on our website.

4.2 If you cancel a Member's place on a Holiday Workshop/Camp within five working days of the start date, full payment will be retained by Fearless Girls Club CIC regardless of attendance of the Member. Refunds may be made in exceptional circumstances at our discretion.

4.3 If you cancel a Member's place on a Holiday Workshop/Camp before five working days before the start date, you will be entitled to a full refund.

5. USE OF PERSONAL INFORMATION

5.1 The personal data (as it is defined in the Data Protection Act 2018) of a Member and/or Parent will be processed by Fearless Girls Club CIC in accordance with its Privacy Policy, which can be found on the footer of our website.

5.2 Fearless Girls Club CIC owns all the rights, title and interest in and to its websites, including software, text and media and its trade marks, logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Club, Workshop or Holiday Workshop/Camp is owned by Fearless Girls Club CIC.

6. HEALTH AND SAFETY

6.1 Members participate at their own risk and Parents are obliged to inform Fearless Girls Club CIC and its staff or volunteers of any existing injuries or medical condition. All application forms must have any known medical conditions stated and any changes to such information must be notified to Fearless Girls Club CIC immediately in writing.

6.2 If you are unsure whether a Member should participate in any activity please consult the Member's GP before enrolling the Member on a Fearless Girls Club CIC Activity.

6.3 Any medication left on the premises must be clearly labelled and the Member should, unless Fearless Girls Club CIC has agreed in writing otherwise, be able to administer it themselves.

6.4 Members must wear suitable footwear and clothing at all times.

6.5 If a Member is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided on the enrolment form. This number must always be contactable whilst the Member is attending the Fearless Girls Club CIC Activity.

6.6 Parents are solely responsible for ensuring that the emergency contact details on Fearless Girls Club CIC's records are up to date.

7. PERSONAL PROPERTY

7.1 Members are obliged to take care of their own belongings. Fearless Girls Club CIC can accept no liability for lost or damaged belongings. We will hold items in Lost & Found for the duration of the Term and any uncollected items will then be discarded responsibly.

7.2 The use of mobile phones and other electronic devices will not be permitted in club sessions. If a Member brings such an item to the Club, the device will be safely stored for the duration of the session and returned to the Member at the end.

7.3 You acknowledge that the maximum aggregate liability of Fearless Girls Club CIC to a Member or Parent under these Terms & Conditions shall not exceed the Fearless Girls Club CIC Activity fee to which a claim relates.

7.4 The liability of Fearless Girls Club CIC and that of its staff and volunteers is restricted to club time only and then only to gross negligence.

8. GENERAL

8.1 Fearless Girls Club CIC may, at its own discretion, refuse a Member entry to a Fearless Girls Club CIC Activity or session of a Fearless Girls Club CIC Activity if it is felt that the Member's behaviour is unacceptable.

8.2 Fearless Girls Club CIC reserves the right to make changes to the timetable, the leadership staff, attending volunteers, the advertised programme or the programme delivery mechanism (for clarity, this may mean that we switch to online sessions) in the event of illness or other circumstances beyond our control.

8.3 Where a session of a Fearless Girls Club CIC Activity has to be cancelled by Fearless Girls Club CIC, we will give as much notice as possible. In the event of a last minute session cancellation, you will be notified by email, text message, a call to your mobile phone or through a designated Fearless Girls Club CIC social media site. Parents must ensure that they provide us with up-to-date contact details. Fearless Girls Club CIC will provide refunds for any and all activities that are unable to be fulfilled.

8.4 It is occasionally necessary to change the time and/or venue of a Fearless Girls Club CIC session. This will only be done if absolutely necessary and Fearless Girls Club CIC will do its best to keep class times, programme delivery mechanisms and/or locations as similar as possible but this cannot always be guaranteed.

8.5 In the event that a Member is unable to attend a Fearless Girls Club CIC Activity session, due to sickness, holiday or a decision by the Parent or Member not to attend, Fearless Girls Club CIC regrets that it is unable to refund any payment.

8.6 All Members must be collected on time after a session. Fearless Girls Club CIC is unable to supervise Members after a session and consistent late collection will result in additional charges. Please familiarise yourselves with our Uncollected Child Policy (available on our website).

8.7 Fearless Girls Club CIC Activity fees are reviewed annually and may be increased each year.

8.8 Parents should read our full set of Policies & Procedures (available on our website) and acceptance of these Terms & Conditions when booking acknowledges understanding of those policies and procedures.

8.9 These Terms & Conditions, together with any emails, constitute the entire Agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.10 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.

8.11 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.