

## **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 ticking the acceptance box for these Terms & Conditions when booking 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 book a place for a new Member on a Fearless Girls Club CIC Activity, the Parent must agree to these Terms & Conditions and book online through our online booking system. If you are enrolling siblings, they can be added to your online booking.

2.2 Our online booking system will show the number of available spaces in each Club or Activity. When all spaces are allocated, Parents will have the option to join a waiting list and will be automatically notified when a space becomes available. Parents can ask for Members to be removed from a waiting list at any time.

2.3 Payment is made through Stripe via our online booking system at the time of booking. There will be no other payment methods available.

2.4 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.

2.5 Payment is required for a half term block in advance and payment dates will be communicated by automated email. Once a Member is set up on our online booking system, their membership will automatically renew each half term and payment will be automatically taken via Stripe on the dates we communicate. Repeated failed payments may result in the Member’s membership being terminated with immediate effect, and their space being offered to a person on the waiting list.

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

2.7 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.

2.8 New Members can join at any point in the half term block (if there is a space).

2.9 Times, current Term Dates, fees and all relevant Club details for booked Fearless Girls Club CIC Activities will be confirmed during the booking process via our online booking system.

2.10 Our Club sessions are for girls aged 8 to 11 years. Membership is available to all girls in school years 4 to 6. However, if your child is in Year 3 and has already turned 8, she is welcome to join the Club. New members cannot join before their 8th birthday, even if their birthday falls in the current half term. Similarly, members aged 11 who are in Year 7 will be allowed to remain with the Club until the end of the full term in which they turn 12.

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 unless written notification otherwise is received.

### **3. CLUB SESSIONS**

3.1 All Term Dates, sessions times and venues will be added to our online booking system in advance.

3.2 A Member is automatically re-enrolled onto the Club for the following half term block and payment will taken on an agreed date unless Fearless Girls Club CIC is otherwise notified in writing with half a term's notice.

3.3 If you do not notify Fearless Girls Club CIC in writing with at least half a term's notice that you do not wish a Member to be re-enrolled, then you will remain liable for the full fees of the half term, regardless of attendance of the Member, and payment will be taken via Stripe for this half term at the communicated time.

### **4. WORKSHOPS & HOLIDAY WORKSHOPS/CAMPS**

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

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 booking 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 booking 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.