



### Amasing Club Bookings Terms & Conditions

These terms and conditions apply to any Amasing sessions and activities, free trials or complimentary classes, terms of regular classes or other Amasing experiences we provide (referred to below as “Amasing Activities” or a “Amasing Activity” ).

By booking your Amasing session you are agreeing to the terms outlined below.

#### **About Amasing & Contacting Us**

1. We are Amasing Chester.
2. Amasing Projects CIC (a company registered in England and Wales under company number: 10723343 and whose registered office is at -10 Amasing Studios, Bank Farm Buildings, Aldford, Chester, Cheshire CH3  
Email- [rach@amasing.org.uk](mailto:rach@amasing.org.uk), [james@amasing.org.uk](mailto:james@amasing.org.uk)

#### **The Booking Process & Your Contract With Amasing**

3. To book a child onto an Amasing Session or Activity you must either complete and submit our registration form to us in person, online, or by post, or you can make the booking via the telephone with us. Where you do so you will still be required to complete and return to us our registration form for the booked Amasing Session or Activity when you attend the Amasing Session or Activity. By completing and submitting our registration form or attending a Amasing Session or Activity you are accepting these terms and conditions.
4. Where we are able to accommodate and accept your booking we will notify you. Where we confirm your booking verbally we will also send you an email confirming acceptance provided you have provided us with your email address for this purpose. Once we confirm acceptance of your booking or you attend the booked Amasing Session or Activity (if earlier) a contract is formed which includes these terms and conditions.
5. We are not obliged to accept your booking. If we cannot accept your booking for any reason we will tell you and no contract will be formed between you and us and you will not be charged or, if you have already paid all or some of the price for the booking you will be refunded the price paid by you.
6. If the person placing the booking is not the person who will be accompanying and having care and control of the child attending the booked Amasing Session or

Activity (referred to in these terms and conditions as the carer) then you are responsible for ensuring that the carer has read and complies with these terms and conditions. You are responsible for the carer's behaviour and any breach of these terms and conditions by the carer.

## **Price & Payment**

7. The price of the Amasing Session or Activity you wish to book will be the price we tell you at the time of your booking (if booking by phone) or as detailed on your enrolment form or confirmed by us in an email (this is your "Tuition Fee").
8. We try to ensure that the prices advised to you are correct but it is always possible that, despite our efforts, our prices may be incorrect. If this is the case then you will either be refunded the difference if the correct price is less than what you have paid or if the correct price is higher, we will contact you for your instructions before we accept your booking.
9. We use a software system (Class4Kids) who is responsible for the administration and collection of the Tuition Fees and will collect the Tuition Fee from you monthly in advance on our behalf by direct debit. By signing this form and the direct debit mandate form, you agree to pay to us the Tuition Fee and instruct (Class4kids) to collect the Tuition Fees by direct debit from your account in accordance with these terms and conditions. If there is any conflict between these terms and conditions and any terms and conditions you sign with Class4kids then these terms and conditions will override.
10. If payment cannot be collected from you by Class4Kids for any reason (including cancellation of your bank mandate form) and therefore we do not receive any payment from you when due then (in addition to our other rights and remedies) we reserve the right to terminate the contract with you for the booked Amasing Session or Activity.
11. There will be a nominal admin charge for failed Direct Debit payments.
12. If you do not pay us sums you owe us by the due date we may charge you interest on the overdue amount at the annual rate of 3% above the base lending rate of the Bank of England from time to time. This interest shall accrue daily from the due date until the date of actual payment, whether before or after any judgment. You must pay us interest together with any overdue amount.
13. Transaction charges may apply for some credit card providers.
14. Our prices are reviewed annually.
15. Payments made by childcare vouchers or tax free childcare must be cleared before any camp, club or class starts and all payment references must be sent to james@amasing.ork.uk.

## **Our Right To Make Changes**

16. We may sometimes have to make changes to these terms and conditions or your booked Amasing Session or Activity to reflect changes in relevant laws and regulatory requirements, these changes should not affect your enjoyment or experience. If we have to make further changes which affect your rights under these terms and conditions or your experience of the booked Amasing Session or Activity in a material way, we will inform you in advance. You will then have the opportunity to terminate the contract before the changes take effect and receive a refund for any booked Amasing Session or Activity which has been paid for but not yet completed (or a partial refund where some of the booked Amasing Session or Activity has already taken place but has not yet completed).

## **Your Right To Request Changes**

17. If you wish to make a change to the time, date or venue of the booked Amasing Session or Activity, please contact us and we will tell you if the change is possible and any changes to the price or anything else which would be necessary as a result. You will then be asked to confirm if you wish to go ahead with the change. If the requested change cannot be made or the consequences of making the change are unacceptable to you, you may want to end the contract and paragraph 6 (cancellation – if applicable) or paragraph 7 (termination) will apply.

## **Your Right To Cancel Or Amend Your Booking**

18. If you are booking the Amasing Session or Activity via the telephone with us without having first met us, then the following cancellation rights apply but not otherwise. They do not apply where you are booking in person with us.
19. If you change your mind and wish to cancel your booking, you may do so at any time within 15 days from the date on which the contract between you and us is formed see below for cancellation period. To exercise your right you must inform us in writing or by email of your decision to cancel within the cancellation period.
20. If your booked Amasing Session or Activity starts before the end of the cancellation period and you subsequently exercise your right to cancel, you must pay the cost of that part of the Amasing Session or Activity which has been provided during the cancellation period up until the date you exercised your right to cancel. We will deduct this cost from the price you have paid to us or if we have not yet received the price for this from you, you must pay us this cost without delay.
21. Holiday camp bookings cannot be cancelled within 72 hours of the camp starting and payment in full will be required.

**Please note** that once your booked Amasing Session or Activity has been completed (which in the case of a regular term of classes this would mean completion of the entire term) you cannot change your mind, even if the cancellation period is still running.

### **Termination After The Cancellation Period**

22. If you wish to end a booked Amasing Session or Activity with us after the cancellation period or, where you are not entitled to the cancellation period, you may do so provided you give us four weeks written notice. This enables us to try to fill your booked place. You must however continue to pay us the sums due to us during this notice period.
23. Please note that this notice period will not apply where you have attended a complimentary class (only and have told us that you do not wish to continue) or where you have booked to attend Amasing Tots.
24. Cancellation of a holiday camp cannot be made within 72 hours of the camp starting.

### **Rebooking**

25. Where you attend a term of classes with us we will assume that you will be attending the next term of classes unless you provide us with four weeks' notice. If we do not receive such notice from you we will hold the place for you and you will be required to pay us the sums due for that term of classes.
26. Please note that where you serve notice to terminate the contract between you and us, the contract will not end until the end of the 4 week notice period, unless we are able to fill your booked place within this time period with another customer, in which case we can shorten the notice period accordingly. If we are able to fill the place(s) you have booked and now wish to terminate with another customer before the end of your notice period, then you do not need to pay us the sums due for the period that we have managed to fill and where you have paid us in advance for this period we will make an appropriate refund for the period we have managed to fill (but not otherwise). All refunds will be made in accordance with paragraph 25.
27. If you wish to cancel or terminate your booking you can do so by either emailing us or writing to us at our address shown on the school's website in either case including your name, home address and details of your booking.

### **Refunds**

28. Any refunds due to you will be made as soon as possible. If you are exercising your right to cancel in the cancellation period and you are entitled to a refund, then that

refund will be processed no later than 14 days after the date on which your notice to cancel was received. An amount for the supply of any booked Amasing Session or Activity provided or made available to you prior to the date of your cancellation may be deducted from your refund but will be in proportion to what has been supplied, in comparison with the full coverage of the contract. All refunds will be issued using the same method you used for payment unless you expressly agree otherwise.

29. Please note that where a pupil is unable to attend the booked Amasing Session or Activity, due to sickness, holiday or a decision by that students' parent or carer (or that student) not to attend, we regret that we are unable to refund any payment.
30. No refunds will be payable if you cancel a holiday camp within 72 hours of the camp starting.

### **Our Right To Terminate**

31. We may end the contract with you at any time on notice to you if you breach these terms and conditions and have failed to settle that breach within 7 days of our notice requiring you to do so. If we terminate the contract, you will not be entitled to attend the Amasing Session or Activity. If you have paid the price for that booked Amasing Session or Activity in advance we are entitled to deduct from your refund or to charge you an additional amount (which you must pay) to reasonably compensate us for any costs and losses we have incurred as a result of you breaking the contract with us. This may mean that no refund is applicable.

### **Complimentary Classes**

32. Any child who has not previously attended the Amasing Session or Activity you wish to book with us has the option to try a complimentary class before you decide whether to book the remaining term of that Amasing Session or Activity. Please note that complimentary classes do not apply to workshops or holiday camps. There is no charge for this complimentary session. Please note this offer is not available for any child who has previously attended the Amasing Session or Activity to which the complimentary class relates.
33. We ask that complimentary classes are pre-booked in advance. If you do not pre-book in advance and there is space in that class, then we may at our discretion allow you or the carer to attend with the child but, that child will not then be entitled to a further complimentary class.
34. If you attend a complimentary class and then wish to book for the remainder of the classes for that term, you can do so with us at the end of the complimentary class and we will charge you the balance of the price for that term of classes after taking into account the complimentary class.

35. If you are eligible for the complimentary class and book that Amasing Session or Activity without first attending the complimentary class then your first class will not be charged for and, the price due will include a discount to reflect this

### **Provision Of The Amasing Session or Activity**

36. During the booking process you will be told when the booked Amasing Session or Activity will take place. You may be asked to provide certain information to us during the booking process and may be asked to keep this information up-to-date. If you do not provide this information within a reasonable time of our request, or if you provide incomplete or incorrect information, we may end the contract. We will not be responsible for supplying the Amasing Session or Activity late or not supplying any part of it if this is caused by you not providing the information required within a reasonable time of being asked for it.

### **Events Outside Our Control**

37. We are not responsible for delays outside our control including (but not limited to) epidemics or pandemics, acts of God, or compliance with any law or governmental order, rule, regulation or direction. If your booked Amasing Session or Activity is delayed or prevented by an event outside our control (such as a pandemic or epidemic) we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay (such as providing the Amasing Session or Activity through another format e.g. online classes (particularly where a pandemic or government guidance requires a regional closure meaning we cannot offer the Amasing Session or Activity in person). Provided we have informed you and taken such steps to minimise the effect, we will not be liable for such delays, and you are not entitled to terminate on the basis of the delay. However if there is a risk of substantial delay and we are unable to minimise the effect of this, then you may contact us to end the contract and receive a refund for any Amasing Session or Activity you have paid for but not received.

### **Your Responsibility**

By enrolling your child at Amasing, you agree to any Health Data shared with Amasing to be shared with the Amasing team and any appropriate persons in order to provide the best possible care to your child.

Amasing is committed to ensuring that all children with medical conditions, in terms of both physical and mental health, are properly supported at all Amasing clubs and activities.

Any parent reporting that their child has an ongoing medical condition such as asthma, epilepsy, diabetes or more complex medical condition will be asked to complete an Individual Healthcare Plan (IHP)

It is a legal requirement that an IHP is updated annually. By enrolling your child at Amasing you agree to a Amasing staff member qualified in First Aid to administer First Aid should your child require this.

For more details on how we use your personal information, please read our privacy policy

You promise and represent to us that:

38. The information you provide at the time of your booking is complete and accurate and that any changes will be notified to us immediately.
39. When attending any Amasing Session or Activity neither you nor any carer or the child attending will knowingly be suffering from any infectious or contagious disease(s). We ensure appropriate measures are in place such as, hand hygiene, regular cleaning, social distancing measures and thorough risk assessment procedure. If your child (or anyone in your household) is unwell, even with a mild cough or fever, they should stay at home and will not be permitted to attend the booked Amasing Session or Activity where this is being held in person not onto the Amasing school premises.
40. When attending any Amasing Session or Activity neither you nor any carer will use any photographic or video recording equipment.
41. The child attending the booked Amasing Session or Activity will be accompanied either by you or your carer to be signed in and out.
42. The child attending the booked Amasing Session or Activity will always wear suitable footwear and clothing.
43. If there is a risk that the child attending the booked. Amasing Session or Activity suffers from a medical condition that may require the administration of medication that you or a carer will remain in attendance or a permission to administer medication form must be completed. You acknowledge that we cannot administer medication without a completed and signed permission to administer medication form provided by the parent or carer.
44. All medication must be given to Amasing staff on arrival in a labelled bag with the child's full name and permission to administer medication form.
45. All medicine must be given to Amasing staff and children cannot keep this on them during any Amasing club or activity.
46. You agree to comply with and will ensure that any carer attending the Amasing Session or Activity will comply with all health and safety rules and procedures in place at the venue where the Amasing Session or Activity is being held.

**Important – Please read the following**

47. Whilst we give you the option to provide us with information about your child's health and needs, you acknowledge that neither we nor our staff are medically trained and are not qualified to assess whether you or your child are fit and well

enough to take participate. Please contact your GP if you are in any doubt before booking. Also if you, the carer or your child feels unwell before or during an Amasing Session or Activity please let us know as soon as possible.

### **Right To Exclude**

48. We are entitled to exclude you, your carer or any accompanying child from the booked Amasing Session or Activity for such period as we specify (which may be permanently) if in our opinion the behaviour of any of you is unacceptable, detrimentally disruptive or puts others at risk. In these circumstances the price you have paid for the Amasing Session or Activity (or part of it which you have been excluded from) will not be refunded and where we agree you, your carer and the child accompanying them may attend the next class in that Amasing Session or Activity .
49. If we decide permanent exclusion is appropriate (or you wish to terminate the contract) then you may be entitled to a refund for that part of the price you have paid in advance for the Amasing Session or Activity yet to be performed by us but please note we are entitled to make deductions from your refund to compensate us for our loss. This means you may not be entitled to a refund at all particularly where we are unable to find a substitute customer for your booked places at the Amasing Session or Activity .

### **Exclusions Of Liability**

50. We are only responsible to you for foreseeable loss and damage caused by us where we have either failed to comply with these terms and conditions or have failed to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract was made, you and we knew it might happen. As stated above, Amasing Projects CIC is not liable to you for anything we do or have not done.
51. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or that of our employees agents or sub-contractors for fraud or fraudulent misrepresentation and for breach of your legal rights, including the right for the Amasing Activities to be supplied with reasonable skill and care.
52. As the Amasing Activities are for domestic and private use and enjoyment we are not liable to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

### **Your Legal Rights**

53. As a consumer, you have legal rights in relation to the Amasing Activities. Advice about your legal rights is available from your local Citizens Advice Bureau. For



detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk). Nothing in these conditions will affect these legal rights.

### **How Your Personal Information Will Be Used**

54. Amasing Projects CIC will use the personal information you provide to us strictly in accordance with the terms of the Amasing Privacy Policy which is available on request. We will share your personal data with Class4kids to enable Class4kids to provide the collection and payment service for us as our data processor. In addition, if you have any questions regarding Class4kids use of your personal data a copy of Class4kids privacy policy is available to view at <https://classforkids.io/clubs/legal/privacy-and-cookies-policy>

### **General**

55. Any notices to be sent under these terms and conditions must be sent by pre-paid first-class post or hand delivered to the address of the recipient or emailed to the recipient's email address 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 or sent by email with confirmed email transmission.
56. We may transfer our rights and obligations under these terms and conditions to another organisation and will contact you should we do so. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.
57. We operate in accordance with Amasing Projects CIC child protection policy which is available to on request.
58. Each provision of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining terms and conditions will remain in full force and effect.
59. These terms and conditions constitute the entire agreement between you and us and supersede all prior agreements and understandings between you and us. No statement or promise alleged to have been made and which is not contained or referred to in these terms and conditions shall be binding or form part of them.
60. This contract is between you and us in respect of your booking and no-one else. Except for us no other person, organisation or entity of any kind shall have any rights to enforce any of these terms and conditions.
61. If we do not insist immediately that you do something which you are required to do under these terms and conditions or we delay in taking steps against you where you break your contract, this does not mean that you do not have to do those things, and it will not prevent us from taking steps against you at a later date.
62. These terms and conditions shall be governed by and construed in accordance with English law and the courts of England shall have non-exclusive jurisdiction.

