



Terms and conditions: supply of services to consumers

1. Who are we and our contact details

- 1.1. We are Little Story Shapers.
- 1.2. You can get hold of us in either of the following ways:
 - a. by telephoning us on 07702473029; or
 - b. by emailing us at sarah@littlestoryshapers.co.uk;

2. The meaning of some words used in these terms and conditions

- 2.1. **we, us, our** is a reference to Little Story Shapers;
- 2.2. **you or your** is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
- 2.3. **Equipment** means all the equipment, props, mats and other property owned by us and used in the provision of the Services;
- 2.4. **our website** means www.littlestoryshapers.co.uk
- 2.5. **Services** means the baby and toddler classes hosted by us
- 2.6. **Classes** means the designated time-slot for the performance of the Services by us.

3. What do these terms do and why are they important?

Please read these terms and conditions carefully before you make a booking with us via the website and booking site. They contain important information, including

- a. how we will provide you with the services that you have booked
 - b. our payment terms
 - c. the situations in which this contract may be amended or cancelled by you or by us
 - d. what you should do if there is a fault with the services that we have supplied to you, and
 - e. how we will use your personal details
as well as other matters.
- 3.1. If, in these terms and conditions, we say that either of us may contact the other in 'writing', then this means it can be by email.
 - 3.2. We only supply services in the UK.
 - 3.3. Separate terms and conditions apply to the use of our website. You can find those terms and conditions on our website.

4. Your personal information

- 4.1. For information about how we collect and use your personal information, please see our website privacy notice that is available at www.littlestoryshapers.co.uk.

5. Order Process

- 5.1. When you make a booking with us, the legal contract between you and us will come into existence.
- 5.2. All classes are bookable by our website and subsequent online booking site.
- 5.3. Payment is made through our online booking system, using World Pay. We therefore accept all major debit and credit cards. We accept payment by credit/debit card only.

6. Payment details

- 6.1. The price of the services will be the price set out on our website at the time you make a booking.
- 6.2. Payment for our services is required in full at the point of booking. You will not be permitted to attend a Class if payment has not been made in advance.

7. Providing the Services

- 7.1. Once we and you have entered into the legally binding contract, you will be entitled to attend the Class you have booked.
- 7.2. You will receive an automated emailing confirming your place when you pay using the online booking system. Please check your booking details carefully and make contact if there are any errors as soon as possible.
- 7.3. Our aim is always to provide you with the Services using reasonable care and skill. We are committed to the safety of all persons who attend our Classes and to deliver the highest standard of service.
- 7.4. Participating in a Class is entirely at your own risk with any proven negligence, breach of duty of care or lack of due diligence by Little Story Shapers.

8. The Premises

- 8.1. We will provide the Services at the location relevant to the Class you have booked. This information is available via our online booking system, or can be provided on request.
- 8.2. You should ensure that you are aware of the location of the Class prior to completing the booking. We will not be held responsible for any errors made by you during the booking process.

9. Amendments, cancellations and refund policy

- 9.1. Whilst we will endeavour to run Classes as scheduled, we reserve the right to amend dates, times, location, classes and fees at any time.
- 9.2. If something happens that means we are unable to run a session for you, for example:
 - a. due to class leader illness;
 - b. due to hall hire,
 - c. safety concerns
 - d. or any other circumstances out of our controlthen we will contact you to let you know.
- 9.3. We will usually let you know in advance of any cancellation unless it is an emergency – in which case, we will let you know as soon as reasonably possible. If we do cancel a Class, arrangements will be put in place to offer you an alternative Class, a credit note or refund for that Class will be issued, as decided upon by us.
- 9.4. Where the cancellation of a class is due to factors beyond our control, in particular, but not limited to, coronavirus (COVID-19) restrictions, for example local lockdowns or requirement for isolation we reserve the right to substitute online Classes for face to face Classes, and in these instances, no refund or carrying over of class will be provided.
- 9.5. We reserve the right to cancel Classes in which the number of attendees falls below a viable level. In such cases every effort will be made to find a suitable alternative. If a suitable alternative is not found and the term has already been paid for, a credit note for the full amount will be issued and can be used for any future booking.
- 9.6. If we are going to suspend the supply of a Service for more than a month then you may contact us to cancel the contract. We will provide you with a refund for the relevant Service for which you have made payment but have not yet received.
- 9.7. **What happens if you cannot attend the Session you have booked?**
 - 9.7.1. All bookings are non-refundable. Therefore, if you are unable to attend the Class you have booked for any reason, you will not be entitled to a refund.
 - 9.7.2. At our discretion, and depending on availability it may be possible for you to make up a missed class by attending another Class suitable for the age of your child. This should be during the current term you have paid for and may not be carried over to subsequent terms. This must be agreed with us before hand and is not always guaranteed.
 - 9.7.3. If you have booked a course well in advance but your circumstances have changed and you'd like to defer your start date, we will always try to accommodate this where possible.
 - 9.7.4. The provisions of Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (concerning your right to cancel) do not apply to the contract between us, on the basis that the contract falls within the exemption set out in section 28(1)(h) of those Regulations (services related to leisure activities where the contract provides for if the contract provides for a specific date or period of performance).

10. Your Obligations:

- 10.1. When attending a Class, you must:
 - co-operate with us in all matters relating to the Service;
 - provide us with such information that we may reasonably require in order to supply the Services safely;
 - comply with all applicable laws (including health and safety laws) and any rules, restrictions, notices or instructions applicable to or given at the location at which we are to provide the Services;
 - watch and be responsible for your children at all times and ensure that they are using all Equipment in a safe and appropriate manner and in accordance with any instructions given by us;

- ensure that your children do not consume food or beverages near or whilst using the Equipment;
 - **refrain from attending a Class in the event that you or your children are unwell or showing signs of illness.** You and your children should remain at home if he, she or you have had a fever, vomited, or had diarrhoea within the past 48 hours or are exhibiting contagious cold symptoms (e.g. heavy nasal discharge or discharging eyes). Please also remain at home if you or your child have symptoms of a possible communicable disease, such as but not limited to Measles, Chicken Pox, German Measles, Whooping Cough, Impetigo, Scarlet Fever, Hand foot and Mouth, Norovirus, COVID-19. **Regrettably, we cannot offer a refund for a Class missed due to illness.**
 - ensure that you look after your personal belongings at all times. We will not be held responsible for any loss, theft or damage to them during the Class; and
 - ensure that, if you intend to take photographs or videos during the Class:
 - a) the consent of all persons who may feature in such photographs or videos (or, in the case of children, their parent(s), carer(s) or guardian(s)), is obtained prior to doing so; and
 - b) any photographs or videos taken are retained for personal use only and are not published on social media.
- 10.2. Should a parent, carer or associated visitor behave in a way that we feel is unreasonable, we reserve the right to withdraw that provision of classes to you.
- 10.3. You and, where applicable, your children, will not be permitted to attend and take part in a Class:
- 10.3.1. if we, in our reasonable opinion, believe that you and/or your children are showing any signs of illness.
- 10.3.2. if you are attending the Class alone, without a child;
- 10.3.3. if we, in our reasonable opinion believe that you are under the influence of drugs or alcohol; or
- 10.3.4. if you have not booked and paid for a session in advance.

11. Exclusion and limitation of liability

- 11.1. If we do not comply with any section of these terms and conditions, or we do not use reasonable care and skill in supplying the services to you, then we are liable to you for loss and damage that you suffer and that we cause, so long as the loss or damage that is caused is foreseeable. Loss or damage is foreseeable if it is obvious to a reasonable person that it will happen because of us breaking the contract, or if it is obvious that it might happen because of something you told us about when we entered into the contract.
- 11.2. We do not limit or exclude our liability to you, where we are not allowed to do so by law. This means that we do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the services (a summary of which is set out in section 10.3) or for providing you with defective items under the Consumer Protection Act 1987.
- 11.3. Our liability to you in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with the contract between us shall not extend to any loss of profit, loss of enjoyment or amenity or any special, indirect or consequential loss or damage whatsoever.

12. Amendments to the contract terms and conditions

- 12.1. We will have the right to amend the terms and conditions of this contract where:
- 12.1.1. we need to do so in order to comply with changes in the law or for regulatory reasons; or
- 12.1.2. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.
- 12.1.3. Where we are making any amendment we will give you 14 days' prior notice (unless the contract is terminated before that period).

13. General

- 13.1. Contracts (Rights of Third Parties) Act 1999 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 13.2. This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.