



Tots Play Terms and Conditions

Welcome to Tots Play. Please read the following terms and conditions under which we offer our services. By making a booking or using any of our services (eg attending a class or event) you agree to accept and abide by these terms.

Missed Classes

We are unable to give refunds for, or carry over to a future booking, class sessions that you do not attend.

At the discretion of the class leader, and depending on availability and any prevailing health and safety guidelines it may be possible for you to make up the missed class by attending any of our other classes for your child's age group. This should be within your active subscription period or before the end of the final date of the course you have paid for and may not be carried over to dates beyond this. Please check with your class leader for availability before attending a different class.

Baby Development Courses are sold as a 6 week continuous course and we are unable to refund for any missed classes during the course, nor for cancellation unless this is made more than two weeks prior to the start of the course, and only then at the discretion of the business owner.

At the discretion of the class leader, and depending on availability and prevailing health and safety guidelines you may be able to attend another course elsewhere in the same week to catch up. Please check with the class leader regarding this.

If a class is cancelled by the class leader you will be informed of the options available to you to make up the class.

Where the cancellation of a face to face class is due to factors beyond our control, in particular, but not limited to, coronavirus (COVID-19) restrictions, for example lockdowns or requirement for isolation we reserve the right to substitute online classes for face to face sessions, and in these instances, no refund or carrying over of class sessions will be provided.

Monthly Subscription Terms and Conditions

- All monthly subscriptions are collected on the 1st of each month.
- If you join part way through a month you will incur a covering payment for the remainder of the classes for that month. For example if you join on 15th September you would pay for the remaining classes for September at the regular class rate plus the usual amount a month from October. This would all be collected on 1st October. The regular monthly amount will then be collected from 1st November onwards.
- If you need to update your payment details, please email us and we will send you confirmation.

- We will communicate with you if payment has not been made. We will attempt to call and write to you to check if details need updating.
- If payment is not made 14 days after we've communicated the missed payment(s), your subscription will be cancelled and your child removed from the class register.
- There is a minimum subscription period of two full calendar months, following the start of your subscription. You can subsequently cancel your membership at any time with written confirmation following the terms below.
- Cancellation requests must be made in writing via email to (add your email address). Requests made verbally or by any other method are likely to get missed, therefore these can only be accepted via email.
- A notice period is required for cancellation. If notice is received by the 15th of the month, then your subscription will be cancelled at the end of that current month and you are able to attend classes until then. If your cancellation request is received after the 15th of the month your subscription will be cancelled at the end of the following month, with your final monthly payment taken on the 1st of that month. You will be able to attend classes until the end of the month in which your subscription ends. For example, if your cancellation is received on 15th May (or before), you will be able to attend until the end of May and no further payment will be taken. If your cancellation is received on 16th May (or after), payment will be taken for June and you will be able to attend classes until the end of June.

Safety Information

Your child (or children) is your responsibility during the class. Please supervise them closely during the session and particularly during the use of equipment. Do not allow them to go near equipment when it is not in use.

At all times please follow the instructions and guidelines of your class leader, including those relating to guidelines imposed by the venue or other authorities, whose only goal is your child's, and your safety and enjoyment.

Please no food or drinks during the session (apart from breast/bottle/tube feeding for infants).

While Tots Play makes every effort to ensure the safety and comfort of you and your child during the sessions, participation in our activities, and the use of our equipment is at your own risk. Your class fees include insurance cover for your child.

Infection Control

Infection control policies, such as cleaning regimes and hand washing/sanitising protocols have been developed for our class sessions and events and will be carried out by your class leader as required.

Healthy Children and Adults

Please bring only healthy children to class. You and your child 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 (usually during the first few days of a cold) or any symptoms of COVID-19. If you see another child with a runny nose or cough, do not automatically assume the child is contagious. Allergy symptoms can resemble cold symptoms.

We reserve the right to refuse admittance to the class if we feel that the child or adult is too ill to participate.

Clothing

Parents and children should wear comfortable play clothes. For Discovery Tots please bring a blanket or mat for your child to sit/lie on. For Social Tots children should have bare feet or non slip socks/slippers and dresses should not be worn as they may interfere with class activities.

For Action Tots children should wear closed in soft soled shoes. Any jewellery, with the exception of small stud earrings, should be removed from children before starting the class. Adults should also avoid jewellery that dangles in any way or could get caught up when participating in class activities with your child.

Photography and Video

From time to time we may request to take photographs or shoot video during classes to use for marketing and promotional purposes, which may include, but is not limited to, use on social media, promotional materials or our website.

You will be asked at or prior to the first class where this takes place whether or not you consent to being included in these images or footage and images and usage will be in relation to our privacy policy that can be found on our website here <https://www.totsplay.co.uk/privacy-policy>. Where images are used in this way no additional personal information or names will be linked to them, unless specific additional permission is sought from the individuals involved.

Tots Play is happy for you to take photographs of your own child during classes. If you wish for another child to be in the picture please seek permission from the adult accompanying that child before taking pictures.

Class Behaviour

Class time should be enjoyable for all. If your child is disrupting the group, or is in any way harming other children, we kindly ask that the adult responsible for them remove the child from the group until said behaviour has stopped.

In order for the children to be able to focus on the group activities and to develop their listening skills, we ask that chatting between adults is kept to the free play section of classes.

We ask that mobile phones be placed on silent during classes and only used in an emergency or to take photographs as detailed in the photography and video section of these terms.

Tots Play reserves the right not to allow a child or parent to return to class if their behaviour is deemed unacceptable, in this instance we will refund any unused portion of class fees.

What If My Child does not want to participate?

At Tots Play we let the child be the guide. At this early age, not participating in an activity is entirely appropriate. As with anything new it often takes a few weeks for children to settle in to the classes, and it is not expected that they will want to join in with everything straight away, or be able to concentrate for the full session to begin with. After all, part of the reason for coming to the classes is to develop these, as well as many other skills, and this does take time. Our group activities are encouraged but we never want to force a child to participate, rather we feel that each child should be able to join the activities at his or her own pace.

Children learn in different ways, some will participate, some will learn by watching and others by listening. We often hear from parents that a child who seemed not to be participating will repeat the songs and activities later at home. It is worth noting, though, that the more enthusiastic you are about the activities, the more likely your child is to want to join in, and the quicker they will feel at home.

It can also be seen that children progress much more quickly in the skills that the classes promote when Tots Play becomes part of their weekly routine, rather than something that they attend now and then. Once they settle in and become used to the classes most people find that the child's enjoyment of the sessions and their level of development increases enormously.

Additional Services

We have a range of play resources and toys, online courses and the specially recorded songs used in class available for purchase, so that you can continue to enjoy your favourite Tots Play activities at home.

Ask your class leader about the current range and pricing available at class or visit our online store at <https://totsplay.shop/> or music store at <https://www.totsplay.co.uk/buy-music>

We also have pre-recorded, online courses, of some of our classes and activities that you may like to take part in at home to extend the Tots Play fun throughout the week. These can be found at <https://www.totsplay.co.uk/online-courses>. Please ask your class leader for a code if you would like to purchase one of these in order for them to receive credit for this.

Ask your class leader about provision of party services and nursery sessions in your area.

Data Protection and Your Privacy

Data Protection Legislation means (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

Any personal information provided by you to us will be held and processed in accordance with the data protection principles set out in the Data Protection Legislation for the purposes of meeting the legitimate business interests of Tots Play UK Ltd and adhering to the rights of the individual.

Our Privacy Policy explains our data processing practices such as how we collect and use your data and you can read this here <https://www.totsplay.co.uk/privacy-policy>.

Tots Play UK Ltd control the website www.totsplay.co.uk via secure servers, and are the 'Data Controller' for this site.

Class4Kids is an online booking platform (www.classforkids.co.uk). Where you submit your details via this booking system, the data is available to Tots Play UK Ltd, Class4Kids, who operate the system and the franchisee with whom you make your booking for the particular class or service you have chosen. In this instance each of these parties are joint Data Controllers for the data you provide.

Information you submit via other methods in relation to Tots Play UK Ltd or any of its franchisee businesses, including, but not limited to Tots Play branded social media accounts, messaging apps, email or telephone will also be jointly controlled by Tots Play UK Ltd and the individual franchisee who may be party to those communications.

You have the following rights under the Data Protection Legislation (please refer to our privacy policy at <https://www.totsplay.co.uk/privacy-policy> for further details):

- The right to be informed
- The right of access

- The right to rectification
- The right to erasure (also known as the 'right to be forgotten')
- The right to restrict processing
- The right to data portability
- The right to object and
- Rights with respect to automated decision-making and profiling

Should you wish to know what information Tots Play UK Ltd holds on you, please send a request including your Name, Address and Date of Birth to

The Data Controller
Tots Play UK Ltd
2 Oak Tree Drive
ROGERSTONE
NP10 9JN

If you have any queries concerning your personal information or any questions on our use of the information, please contact us at HQ@totsplay.co.uk.

We Can't Wait to Welcome You

Above all we hope you and especially your child(ren) enjoy Tots Play. Please ensure you have read and understood the above terms and conditions before registering.

If you have any queries, comments or suggestions regarding the classes, please speak to your class leader or contact us via our website www.TotsPlay.co.uk