

# Booking and Website Terms and Conditions

## Introduction

Thank you for choosing to book with **messy monkeys**, we're delighted to have you on board! **messy monkeys** offers a variety of different play sessions for your children, which we call the "**Sessions**" that we deliver. From babies to toddlers to young children, we have Sessions for everyone and you can find out more about the Sessions that we offer through our "**Website**" at messy-monkeys.com.

**messy monkeys** is owned and operated by **messy monkeys** LTD a UK limited company with company number 12773417 and whose registered office is located at 75 Wansbeck Ave, Cullercoats, North Tyneside, NE30 3DJ, United Kingdom. When we use words like "**Messy Monkeys**", "**we**", "**us**" and "**our**" in these Terms, it is to **messy monkeys** LTD that we refer. Likewise, when we use words like 'you' and 'your', we are referring to you the parent or legal guardian wishing to book your children onto our Sessions.

This set of terms and conditions, or "**Terms**" for short, applies to everyone who wishes to use our Website or book their children onto one of our Sessions. Please read these Terms carefully as upon accepting these Terms and submitting the booking form, there will be a legal contract between you and us. Unfortunately, if you don't accept these Terms, you won't be able access our Website or book your children onto any of our Sessions.

You may notice throughout that certain phrases and sentences begin or are followed by a single word, highlighted in bold like "**This**" or like ("**This**"). When you see that we're telling you we want to use this word as we are defining it there throughout these Terms and we'll make it clear when we use these definitions again by repeating these words with the Seemingly Inappropriate Use Of Capital Letters.

## Your Responsibility

Above all else it is your responsibility to keep your child safe during their time with messy monkeys - your child remains solely your responsibility at all times. Messy play is not a risk free activity and you remain the person responsible for assessing risk and ensuring no harm comes to your child. messy monkeys does not assume any liability for any harm or injury suffered to you or your child.

It is your responsibility to ensure you do not come to class if you, your child or anyone in your household have any symptoms of coronavirus - at the time of writing these terms and conditions this includes high temperature, a new and continuous cough or a change in the senses of taste and/or smell. It is your responsibility to ensure you are aware of the symptoms - latest guidelines can be found here <https://www.nhs.uk/conditions/coronavirus-covid-19/symptoms/>

You understand that class leaders may turn you away from class if they are concerned that you are symptomatic.

You understand that messy monkeys can not mitigate against all risk - if you want to see a copy of our risk assessment regarding Covid-19 please contact [info@messy-monkeys.com](mailto:info@messy-monkeys.com).

It is your responsibility throughout the class to follow the safety measures outlined to you by your class leader and you understand that you may be asked to leave the class if you are unable to follow these measures - these are things like waiting in an allocated space before class starts, washing hands before class, ensuring your child stays within their allocated space and doesn't use other children's resources and leaving in a timely manner.

It is your responsibility to let your class leader know if you present any symptoms of corona virus in order that the Track and Trace system can be implemented for other class members.

## **Your Booking**

We use the Class for Kids booking system to process your booking. We will need some basic information from you in order to complete a booking for one of our Sessions. You can only book our Sessions directly through the 'Classes' pages on our Website and to do so we require your full name, address, email, telephone number and an emergency telephone too. We also require

your child's name, date of birth and details of any allergies that your child has. In submitting your booking, you confirm that the information you are providing to us during the process is accurate and up-to-date.

During the booking process you will need to select which **messy monkeys** venue you wish to attend and the corresponding dates and times you are able to attend. The cost for each Session or group of Sessions will be outlined on the Website before you access our booking page. The total amount payable will then be due once you've submitted the booking form and you will be required to make payment via our payment processor or by bank transfer to confirm your booking. All Sessions are booked on a 'first come, first served' basis and your place on a Session will not be confirmed until payment has been received by us. You can read more about the logistics of booking Sessions with us by visiting the FAQs page on our website at [messy-monkeys.com/faq/](https://messy-monkeys.com/faq/).

You will always be able to find a copy of these Terms on our Website, but you might want to print off a copy for your records. If you do, please bear in mind that the Terms might change in the future, especially since we may add functionality to our Website or vary any of the Sessions that we offer. We may change these Terms and if we do so, we will, of course, contact you to let you know that the Terms are to change, what those changes are and when the changes will come into effect. If you continue to use our Website and to attend our Sessions after this point, you will do so having accepted the new version of the Terms.

## **You**

We mentioned above the information that you'll have to provide us in order for you to book your children onto a Session. Of course, that information alone will be enough to identify you personally and so for that reason, it is protected under the Data Protection Act 1998 and the European Union General Data Protection Regulations. We will handle that information in accordance with our Privacy Policy, which forms part of these Terms and thereby, our contract with you. We must be able to identify you as an individual and your children from the information submitted on your booking form and to that extent, you confirm that your profile information is accurate and that you will keep it up to date.

During our classes we occasionally take pictures of your children to be used for advertising or other promotional purposes. All of our images are stored securely and will not be used in any promotional activity without seeking your consent first. By accepting these terms, you consent to us taking photographs of your children during our Sessions. If you do not want us to take any photos or would like us to no longer take any photos then this is totally fine, but can you please let us know during your registration or at the earliest opportunity afterwards.

Because of the way the law works, children are not capable of entering into contracts. Consequently the contract for our Sessions is between us and you and it is a requirement of **messy monkeys** that you attend each Session with your children. If you or another parent or legal guardian are unable to attend a Session, then you are able to appoint an alternative family member or friend to attend the Session with your child who will be responsible for them. If this is the case then we kindly ask, where possible, if you could let your **messy monkeys** Session leader know before the start of each Session.

Assuming then that you are over 18 and are capable of entering into contracts that are legally binding upon you, your booking under these Terms gives rise to a contract between you and us that is indeed binding on both you and us and those that may later inherit the benefit of the contracts that we have formed. You may not transfer or sell your rights under this contract to anybody else nor may you use it as security for anything. The nature of running Sessions like messy monkeys means that we may, for some reason have to 'assign' the contract that we've formed with you to another business (for example, as part of a restructure or if we are acquired by another company) and so we have the right to do that, but we will let you know in advance of any such 'assignment'.

## **Our Sessions and Liability**

All our **messy monkeys** Sessions are delivered by our trained **messy monkeys** representatives and they decide on the content delivered each Session. At **messy monkeys** we're constantly striving to offer the best experience possible for your children during our Sessions and we're always working on new content and ideas to improve this experience. This may mean that we may want to replace older content with newer, better ones. It is inevitable that every now and

again, we will provide features that seemed like a really good idea at the time but which, for whatever reason, don't really catch on with your children. So when this happens, we reserve the right under these Terms to add or remove features to our Sessions and we make no warranties as to the content that each Session may contain. Of course if you're unhappy with any of the Sessions that a **messy monkeys** representative has delivered or feel really strongly about a particular feature being withdrawn then please feel free to contact us at [info@messy-monkeys.com](mailto:info@messy-monkeys.com) and a member of the team will be in touch.

It might be that new activities and content require changes or additions to these Terms or the Privacy Policy, so when we launch new features, you might want to check to see whether we've made any changes to either.

Consumers enjoy protection under a variety of laws in different jurisdictions around the world and nothing in these Terms is intended to undermine your protection in England and Wales. In English law, it would be unlawful for us to attempt to exclude or limit liability for personal injury or death arising from our negligence, or for any loss you suffer as a result of our fraud. The same applies to any statement we make fraudulently intending you to rely on it in entering into this contract with us.

When you book a Session with you tell us on our booking form of any allergies that your child has. All the materials used in each Session are very safe and child friendly but we will not be liable, other than through our own negligence, for any injury or illness caused to your children as a result of them having an allergic reaction to any materials used in the Session should you not have provided sufficient information concerning your child when asked whilst making your booking.

## **Cancellations**

**In addition, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM OR FOR THE DELAY IN THE PERFORMANCE OF ANY OF OUR OBLIGATIONS UNDER THESE TERMS THAT IS CAUSED BY EVENTS THAT ARE BEYOND OUR REASONABLE CONTROL. This might include where a Session is canceled for illness, injury or another reason beyond our control. Of course in these circumstances we will**

**make arrangements for an alternative Session for you and your children. We may offer you a refund at our discretion but an alternative class is the preferred means of rectifying a situation where a class has been missed. The Class for Kids booking system takes a small booking fee which we absorb into our costs. If you decide to cancel your booking and we agree to a refund, this booking fee will be deducted from any refund that we offer to you. It's only a couple of quid but we want to make sure you are aware of this.**

You also need to be aware that viruses can be transmitted via websites, not just email. If you want to make sure that your systems are safe from infection, you should run suitable security software because WE HEREBY EXCLUDE LIABILITY FOR ANY VIRUS INFECTION OR OTHER HARM CAUSED TO YOUR SYSTEMS THROUGH YOUR USE OF OUR WEBSITE, OR WHEN FOLLOWING ANY LINKS TO WEBSITES RUN BY OTHER PEOPLE.

If we happen to make a statement that turns out to be untrue (whether orally or in writing) prior to your booking, then, unless that statement was made fraudulently by us, we will only be liable to you should that untrue statement result in us breaching these Terms. If it does not, the untrue statement has no impact on our relationship with you save insofar as it may impact on your legal rights as a consumer.

There may come occasions where we choose not to insist on your total compliance with your obligations under these Terms or that, where you've breached the Terms, we don't make use of our rights to take action against you. This does NOT mean, however, that we are waiving those rights. We can take action against you later if we so choose, and at any time during a booking period (or indeed, where necessary, at any time after your booking), we can return to the issue and insist upon your compliance.

## **Our Website and its 'Intellectual Property'**

If you didn't already know, intellectual property is the term used to describe things that can be owned but which are not physical in nature. The owner of intellectual property doesn't own something that is tangible but instead has the right to control how that intangible thing is used, hence the term "intellectual property rights". Trade marks, patents and copyright are well-known and commonplace forms of intellectual property, but there are lots more besides. If you use

somebody else's intellectual property rights without their permission (which is often called a "licence"), you've "infringed" their rights.

We own all of the framework and content that makes up our Website. That includes all the 'copy', the code, the look and feel and the trade marks and graphics and you can use all of that in browsing the Website or booking a Session in accordance with these Terms but absolutely no more than that. Our logo is a registered trademark and even the copyright in these Terms and the other legal documentation you see on the website is owned by our lawyers and licensed to us for this purpose. Were we to use your things without asking, you would be most unimpressed. So please don't try to use any of the intellectual property that we provide for purposes that are not intended or envisaged by these Terms and in particular, don't attempt to associate yourself with us or claim any form of endorsement from us because that is just not on. If you'd like to make use of any of our images or the content from our Website then we may allow you to do so at our complete discretion, to make a request to do so please contact [info@messy-monkeys.com](mailto:info@messy-monkeys.com).

## **This Contract**

From time to time, we will give you information relating to our Sessions. This might be information about new functionality or old functionality that we are going to withdraw. It might be to let you know that we have made changes to these Terms or the Privacy Policy. We will send this information to you in the form of notifications when you access our Website. We might also send an email to the address you have given us when booking (which is why we need you to keep that email address up-to-date). English law requires that certain information that we might have to pass to you has to be in writing, so you accept that information we provide to you electronically is indeed 'written' for this purpose.

If, for some reason, you need to communicate with us for contractual purposes, you can do this by email addressed to [info@messy-monkeys.com](mailto:info@messy-monkeys.com) but if you really feel the need, you can send us a letter by post, sent to the address provided above.

Information that we send to you or you send to us for contractual reasons we'll call '**Notices**' for the purposes of these Terms. There may be times when we all need to know when such a

Notice was received. To make things easy, those Notices will be deemed to be received as follows. A Notice sent by us to you via an email sent by you to us or us to you, will be regarded as having been received the day AFTER it is sent, just to give everyone a reasonable chance to pick it up. If a Notice is sent in either direction by letter, that Notice will be regarded as having been received (assuming that it was properly stamped and sent by first class mail) three days AFTER the day on which it was sent.

It might just be that at some point in the future, a court or some other authority has cause to review these Terms and in so doing, rules that some or other part of them is invalid, unlawful or unenforceable. Obviously, that could cause a bit of a problem, certainly for us and possibly also for you. So, in the very unlikely event that something like that happens, there will be two consequences. First, everybody accepts that the rest of the Terms will remain in place between us and that the contract will survive intact with the problematic element removed. Second, the authority or court taking action may compose a replacement for the stricken terms that do as good a job as reasonably possible as the job previously done by the terms removed or, where the authority or court taking action declines to do so, you agree that we may replace those terms ourselves with something else that complies with the ruling.

Everything relevant to our contractual relationship with you is set out either in these Terms or in our Privacy Policy. We have no earlier contractual arrangement or understanding with you or any sort. If there is anything that you seek to rely on in creating your booking, please disregard it right now, because in submitting your booking and accepting these Terms, you must acknowledge that you haven't relied upon any statement made or promise given by us, whether stated plainly or implied from our conduct UNLESS that representation or statement is repeated either in these Terms or in the Privacy Policy. We have to have this rule because (1) we need some certainty about our relationship with you, and (2) because imagine having thousands of customers and having different, potentially undefined contracts with each: it just wouldn't work.

This concludes these Terms and as soon as you have completed your booking through our Website, you will have a binding contract with us.