

## Terms and Conditions of Members & Class Pass Holders at the 3 House Club

1. **Partnership:** 3 House Club promotes partnership between Families and the Club, so our time together is based on mutual respect. These terms and conditions are here to promote the development and welfare of children as well as wellbeing of the parents.
2. **Terminology**
  - 2.1. **The Club:** the 3 House Club as now or in the future constituted (or any successor).
  - 2.2. **The Club's management:** a person responsible for the day-to-day running of the Club.
  - 2.3. **The Parent/Member/You/Class Pass Holder:** any person who has signed the Membership Form or bought a trial or a class pass or workshop at the Club and has accepted responsibility for a child at the Club.
3. **Fee:** membership/class pass becomes effective immediately after the membership fee is paid.
4. **Membership & passes cancellation by the Parent:** The Parent has the right to cancel their membership after the initial three month passed with 15 days notice period. Class passes and trials are not refundable.
5. **Membership termination by the Club:** The Club reserves the right to terminate any membership any time during the membership year. The membership fee to be reimbursed by the Club proportionally to the time remaining for the membership expiry.
6. **Overdue membership fee:** If the membership fee is overdue by over two weeks, the Club has the right to terminate the membership.
7. **Managing change:** The Club as any other business is likely to undergo a number of changes during the course of time. For example, there may be changes of staff, the use of facilities, the curriculum, size and composition of classes and workshops, the Club's Rules and Procedures, opening hours or duration of breaks. It is not practicable to consult with the Parents over every change that may take place. Whenever practicable, the Club will make reasonable effort to ensure that all Members and Class pass holders are informed of any significant changes.
8. **Prospectus and website:** The Club's prospectus and website are not contractual documents. These documents describe the broad principles on which the Club is operated and give an indication of our ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between Parents and the Club. If the membership applications rely on a specific matter contained in the prospectus, website or a statement made by a member of staff, please seek a written confirmation of that matter before entering into this agreement.
9. **Documents referred to:** Before entering into the membership agreement, Parents should take an opportunity to review the Club's policies and procedures which are available at the Club.
10. **Becoming a member:** a family becomes a member of the Club after it pays the membership fee in full and it is Member responsibility to read our Terms & Conditions.

- 11. Equality:** the Club welcomes staff and families from many ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present our physical facilities for the disabled are limited but we do all that is reasonable to ensure that the Club's culture, policies and procedures are made accessible to adults and children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and members who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 12. Children's welfare:** We will do all that is reasonable to safeguard and promote the Children's welfare. A copy of the Children Safety and Welfare Rules and Procedures is available on request.
- 13. Complaint Procedure:** Any questions, concerns or complaints about the safety and welfare of the Children or any other matter connected to the Club must be notified to the Club management as soon as practicable. If the issue is not resolved on the spot, the Parents must write immediately to the Club's management requesting an acknowledgement of their complaint. Every reasonable complaint shall receive fair and prompt consideration and a timely response. **3 House Club is also registered with Ofsted, registration number EY448550.** If you think the Club is not adhering to the Safeguarding & Child Protection Policies, you can contact Ofsted.
- 14. Physical contact:** the Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching, providing comfort, maintain safety and taking care of children's physical needs. The Parents also give consent for their kids to participate in contact and non-contact group activities. The Parents acknowledge that while the Club will provide appropriate supervision the risk of injury cannot be eliminated. If the Parents do not want their child to have physical contact with the staff or other children, they must write immediately to the Club's management requesting an acknowledgement of their letter.
- 15. Photography:** By becoming a member or buying a class pass you give the Club a permission for your child to have photographs taken while in the Club that may be used in the Club's displays, publicity materials, local and national press (occasionally) as well as members monthly newsletter. No last names will be disclosed with the photos without Parent's consent. If the Parents do not want their child's photograph or image to appear in any of the Club's promotional or communication materials, they must write immediately to the Club's management requesting an acknowledgment of their letter.
- 16. Disclosures:** The Parents must as soon as possible disclose to the Club in confidence any medical conditions, health problems or allergy affecting health and safety of their child or other children at the Club.
- 17. Sickness:** Any Child or Parent, who has an infectious or contagious disease, should not attend the Club or participate in the club's activities until full recovery. The Club reserves the right to prevent a sick child to attend the Club's crèche or participate in the Club's activities.

- 18. Emergency medical treatment:** The parents authorise the Club management to consent on their behalf for a child to receive an emergency medical treatment if the Parent cannot be contacted in time.
- 19. Confidentiality:** All personal data about the members to be kept by the Club in the confidentiality and will not be shares with any third party. The Club reserves the right override confidentiality agreement only if it is necessary to safeguard welfare of the children.
- 20. Parents' Responsibility for the Children:** Parents are responsible for their children while at the Club, unless the child was signed up to use the Club's crèche services.
- 21. Leaving Club's premises:** Unless the Child is in the care of the Club's Crèche, it is Parents' responsibility to ensure that their children remain on the Club's premises.
- 22. Communication with members:** Communication with one of the Parents of member-family or any person with Caring Responsibility (as indicated by the Parent) shall be deemed by the Club to be received from both Parents. Any new carer for the child should be introduced to the Club by the parent.
- 23. Members' personal property:** The members are responsible for the security and safe use of all their personal property including money, mobile phone, keys, computers and buggies.
- 24. Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, The Club does not accept responsibility for accidental injury or other loss caused to members or for loss or damage for property.
- 25. Force majeure:** A force majeure is an event beyond the reasonable control of the parties to this agreement including fire, flood, storm, war, riot, act of terrorism, strikes, outbreak of epidemic or pandemic of disease, failure of utility service. If either party of this agreement is prevented from or delayed in carrying out its obligations under this agreement by a force majeure event, the party shall immediately notify the other in writing and shall be excused from performing those obligations while the force majeure event continue. If force majeure events continue over 90 days, this agreement can be terminates by providing at least three days notice in writing to other party.

These Terms and Conditions of Membership are subject to alterations. By purchasing membership, class passes, trials, workshops or other services at 3 House Club, you are accepting our Terms & Conditions.