

Les Chenilles

Terms and Conditions

BACKGROUND

(A) These Terms and Conditions together with any and all other documents referred to set out the terms on which a Student is provided with French language Lessons. Lessons are provided by Les Chenilles, a Charitable Incorporated Organisation. Where a Student is under 18 years of age these Terms and Conditions must be entered into by their Parent or Guardian. By registering for Lessons the Parent or Guardian agrees to these Terms and Conditions.

(B) Please read these Terms and Conditions carefully and ensure that You understand them before registering for Lessons. If You do not agree to comply with and be bound by these Terms and Conditions You must not register for Lessons. These Terms and Conditions, as well as any and all documents are in the English language only.

(C) All of the information that We give to You will be part of the terms of Our Contract with You whether it is information that We:

- (i)** are required by law to give to You before registration; or
- (ii)** voluntarily give to You and You rely on it when registering for Lessons.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business” means any business, trade, craft, or profession carried out by You or any other person/organisation;

“Consumer” means a “consumer” as defined

by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means the Parent/Guardian of the Student who receives or uses services from Us comprising one or more Lessons for the individual Student’s personal use and for purposes wholly or mainly outside the purposes of any Business;

“Fee” means the Lesson charge of £8.75 per Lesson and standard membership charge of £15 per annum as at the date of these Terms & Conditions. The membership charge is used to contribute to events held by Les Chenilles for the benefit of the children. Any benefits are subject to availability and may change from time to time. A proportion of the same is also invested to support families and Students who are unable to pay the full Fees;

“Our Premises” means the premises where We provide any Lesson to the Student namely at Harmony Hall, 10 Truro Road, London, E17 7BY but in Clause 2.15 it means “business premises” as defined in the Regulations. These premises may not be owned by Us and may simply be rented premises;

“Parent/Guardian” means the parent or guardian of the Student;

“Regulations” means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“Student” means the individual under the age of 18 who is to attend any Lesson;

“the Subject/s” means French language taught by any Teacher;

“Lesson(s)” means an individual lesson, or a series of lessons, for a period of 50 minutes

for each lesson (or any other period that We agree on any occasion as the length of one or more particular Lessons) that We provide to the Student in the Subject.

“Teacher” means any Teacher, engaged by the Charity from time to time to provide any Session/s on its behalf to the Student;

“Us/We/Our” means Les Chenilles, a Charitable Incorporated Organisation with registered charity number 1195119; and

“You/Your” means the Parent/Guardian.

1.2 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of the Terms and Conditions;

1.3 Any reference to “We” or “Us” or “Our” or “Les Chenilles”, where the context permits or requires it, includes a Teacher, Administrator or Volunteer acting on behalf of Les Chenilles pursuant to these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa; and

1.5 References to any gender shall include all genders.

2. Booking, Timing and Cancellation of Lessons, and Consumer Rights

2.1 You agree to complete the Booking Form in full and that your answers shall be true to the best of your knowledge. You understand that any false statements may result in your exclusion from Les Chenilles.

2.2 Any time/date slot for a Lesson is subject to availability. We will advise You of any date/time that is available but We will not reserve or guarantee that particular time/date slot unless and until it becomes a firm booking as follows.

2.3 If You ask to book a Lesson or series of Lessons for any particular date/time slot/s, Your request will be Your offer to book that particular date/time. Whether We accept any requested booking will be in Our discretion. Our confirmation of Your requested booking will be

Our acceptance of it but it will only become a firm booking if and when it becomes a binding contract in accordance with sub-Clause 2.4 below.

2.4 If and when We accept by phone or email or via our website Your offer to book a particular Lesson or series of Lessons and You pay for it/them, there will from the date of payment (but not any sooner) be a binding contract between You and Us for the Lesson concerned, except as follows.

2.5 If We specifically agree in the case of any one or more particular Lessons to be booked that each such particular Lesson may be paid for at the beginning of the Lesson rather than being paid for at the time We accept a booking for it, there will be a binding contract for it from the time that We accept Your offer to book it.

2.6 Unless We agree otherwise, each Lesson must be booked as part of a regular series of Lessons. Each series runs in accordance with a school term at a regular, day, time and location. We will advise You of available time/date slots before You offer to book them.

2.7 Any additional series of Lessons may be booked as set out above. The booking may be made either before, after, or during the first series of Lessons. The additional series may begin at any time after the end of the previous series. One or more further subsequent series may be booked in the same way.

2.8 When You book any Lessons and pay Us in advance for them, We will be entitled to keep some or all of that payment as set out in sub-Clauses 2.10 or 2.11 below if You later cancel any such Lesson/s without giving Us such prior notice as is required by these Terms and Conditions to be given, as explained in the following paragraphs of this Clause 2.

2.9 If the Student arrives at Our Premises for any Lesson later than its scheduled start time, We will not extend the length of it beyond its scheduled finishing time unless We specifically agree to do so at the time when We or the Student arrives.

2.10 We may treat a Lesson that You have

booked as forfeited by You without giving notice to Us if the Student arrives (or is not ready to start) more than 10 minutes after the scheduled start time of the Lesson. This is to prevent disruption to other Students. If We treat the Lesson as forfeited, You will be charged for the Lesson, and sub-Clause 2.10 below will then apply.

2.11 Once a Lesson is booked, You may not cancel it without charge. If You cancel a Lesson for any reason, then irrespective of how much, if any, prior notice You give Us of the cancellation, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but that charge will be limited to the amount of the Fee paid for that Lesson. We will be entitled to deduct that charge from the Fee You paid in advance for the Lessons.

2.12 We may cancel a booked Lesson at any time before its time/date slot in the following circumstances:

2.12.1 There is no Teacher reasonably available to Us to provide lesson for the Student on the date and at the time concerned; or

2.12.2 An event described in Clause 8 below occurs and continues for more than one month; or

2.12.3 We find that You are not a “Consumer” (as defined in Clause 1 above).

If We cancel a Lesson in such circumstances either We will refund to You in full the payment that You have made to Us for that Lesson or, if when We cancel You ask to rebook for a later substitute Lesson and in Our discretion We decide to accept that requested substitute booking, We will instead keep the Fee as payment for the substitute Lesson.

2.13 We will use all reasonable endeavours to start each Lesson at its scheduled start time, but the start may be delayed by overrun of a previous Lesson or by other circumstances.

2.14 We may immediately terminate a Lesson if the Student’s conduct is in Our reasonable opinion unacceptable, or if it amounts to Your

breach of these Terms and Conditions. You will not be entitled to any refund for a Lesson started but not completed in such a case. If at that time further Lessons booked and paid for have yet to be taken, We may cancel any or all of them at the time of terminating the Lesson or within 48 hours after that termination, and in that case We will refund You the Fees for the remaining number of booked Lessons in the series which We cancel.

2.15 Where the contract We make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 2.15, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel a booked Lesson during the 14 day period after We accept a booking for it, but if the booking includes any Lesson on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Lesson in that 14 day period and We do so, You may not cancel that requested Lesson and You must pay for it in accordance with Clause 3, and You may only cancel any other Lesson(s) covered by that booking. If You request that a booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-Clause 2.15, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Lesson(s) that We have provided that is covered by that booking.

2.16 Where You have booked a term of Lessons and You are unable to use the same We may, at our complete discretion, allow another Student to fill the Lessons booked. In the event another Student fills those Lessons We will refund to You the Fee for the remaining Lessons minus an administration charge. We will not return to you the membership charge.

3. Fees and Payment

3.1 You must pay the Fees for all Lessons that We fully and correctly provide to the Student. All Lessons must be paid for in advance of each term.

3.2 The amount of any Fees is subject to

change from time to time but We will try to give You as much prior notice as possible of any such changes. Any increase will only apply to bookings made after We notify You of the increase; it will not apply to any Lessons previously booked and paid for.

4. Your Eligibility to require Us to provide Lessons under this Agreement

4.1 We will only make Lessons available to the Student where You are a “Consumer” (as defined in Clause 1 above), and Your registration for Lessons will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You for any Lesson.

4.2 If at any time We find that You are not a “Consumer”, We may without liability to You cancel Our agreement with You forthwith by giving You a cancellation notice and You will not then be entitled to require Us to provide any further Lessons to the Student. If at the time of such cancellation You have paid for any Lessons not yet due to be given, We will refund You the Fees for those Lessons.

5. Health and Safety and Professional References and DBS

5.1. You give Us permission to arrange for a Teacher to teach the Student.

5.2. Where a Lesson takes place at Our Premises, the Student must, whilst under the age of 3, be accompanied by You or some other responsible adult nominated by You. Where the Student is over the age of 3 You will not be permitted to attend the Student’s Lesson or other activities unless specifically authorised by Us or one of the Teachers.

5.3 You must be contactable by Us by mobile phone for the duration of each Lesson.

5.4 We will not be responsible for care or safety of any minor at Our Premises other than the Student.

5.5 In the interests of the Student’s well-being, You must inform Us before he/she attends any Lesson of any medical or other

condition affecting the Student which might be or become relevant in relation to that Lesson. Any medical or behavioural problems should be included in the Booking Form. You agree to notify us of any changes to the Student’s medical or behavioural status.

5.6 If You do not tell Us before a Lesson of anything referred to in sub-Clause 5.5 that We then discover, We may, acting reasonably, decide not to provide that or the remainder of that Lesson or any other Lessons booked and to treat any such Lessons as cancelled by You without notice, in which case We may make a charge to You for that cancelled Lesson (or part of it) and sub-Clause 2.10 above will then apply.

5.7 In the event that the Student becomes ill or incapacitated, you agree to first aid and/or emergency treatment being given to the Student if required.

5.8 We will ensure that, before any Teacher provides the first Lesson to the Student, We receive the result of a Disclosure & Barring Service (DBS) enhanced check for that Teacher which does not contain anything that We consider would render the Teacher to be an inappropriate person to provide a Lesson.

5.9 We reserve the right to withdraw the Student from any activity at any time on the grounds of safety or unsuitability.

5.10 You are responsible for ensuring the safe collection and/or transportation of the Student to and from Our Premises. You must inform the Teachers if you will be late for any reason. We cannot be responsible for Students who are not collected by You once their Lesson has finished.

6. Rules

6.1 Students are not to have any electronic devices in Lessons.

6.2 You and the Student must not make any photocopies of any text books or other materials unless We agree in writing to copying any materials produced by Us.

6.3 If You or the Student do not comply with any of these requirements, We may cancel the

Lesson without liability for any refund or other amount.

7. Term dates and Timetable

7.1 Term dates for each term will be provided in advance of each term and will generally mirror the primary school terms in England.

7.2 You are responsible for ensuring the Student's attendance at Lessons on the correct dates and appointed times. You understand that there are no make-up lessons and no refunds for missed or shortened lessons.

7.3 You understand that We offer a 'holistic' approach to French language learning and that We may schedule off-timetable days and other activities designed to enhance Students' French education as part of the schedule. There will be no make-up lessons or refunds for missed or shortened lessons as a result of such activities or changes to the schedule.

7.4 We reserve the right to alter programmes, activities, schedules, age brackets, premises and personnel as We think fit and without notice.

8. Events Beyond Our Reasonable Control

8.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions resulting from any cause beyond Our reasonable control, including illness of any Teacher or of Our other relevant personnel, lack of available facilities, non-performance by suppliers, any law or any action taken by a government or public authority, act of god, or any other similar or dissimilar event or circumstance that is beyond Our control.

8.2 If any event described under sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Lessons as necessary. You may, without liability to Us, cancel any Lesson(s) which do not take

place due to that event, and We will refund in full the Fees that You have paid to Us for the cancelled Lesson(s).

9. Limitation of Liability

9.1 We will not be liable for any personal injury or loss as a result of You or the Student failing to carry out instructions or procedures required by Us in the course of the activities at Les Chenilles.

9.2 Where We provide, in connection with our Lessons, any goods or equipment or services supplied by a third party, We do not give any warranty, guarantee or other term as to their quality, fitness for purpose, performance or otherwise.

9.3 We provide all Lessons only for personal and private use/purposes. We will not be liable to You or the Student for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.4 Whilst We will use Our best endeavours to ensure that the Student makes satisfactory progress, results will differ from student to student depending on various factors, including, without limitation, number and frequency of Lessons, homework adequately attempted or completed by the Student, and the Student's aptitude. Satisfactory progress cannot be guaranteed, and We make no warranty or representation that any particular result will be brought about as a result of the Student taking part in any Lesson(s).

9.5 You understand that Students shall progress through the levels of the programme in accordance with the recommendations of the Teachers and at Our discretion. Students are required to be of an appropriate skill level and age to attend a particular Lesson.

9.6 If You or the Student bring any personal belongings on to Our Premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your and the Student's own risk except where such loss or damage is due to any deliberate or negligent act by Us or a Teacher. We will not be responsible for any loss

or damage to Your or the Student's personal belongings caused by any other student, guest or visitor to Our Premises even where You or the Student leave or store them in any place at Our premises that We or a Teacher suggest or ask You to use. We therefore advise You and the Student not to bring any valuable belongings to Our Premises.

9.7 If You are a "consumer" as defined by the Consumer Rights Act 2015, or You and the Student are consumers for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You or the Student, or Your or the Student's rights or remedies, or Our liability to You or the Student, under:

- 9.8.1** the Consumer Rights Act 2015;
- 9.8.2** the Regulations;
- 9.8.3** the Consumer Protection Act 1987; or
- 9.8.4** any other consumer protection legislation

as that legislation is amended from time to time.

For more details of Your and the Student's legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

10. Status and Authority of Teachers

10.1 No Teacher is authorised by Us to enter into these Terms and Conditions on Our behalf.

10.2 If any Teacher in their own name or on their own behalf agrees or arranges to provide, or does provide, any lesson to the Student for You, We will not be responsible or liable to You for any act or omission of that Teacher in relation to any such agreement, arrangement or lesson.

10.3 Your contract for any Lesson/s to be provided under these Terms and Conditions will be with Us and not with any Teacher.

10.4 Each of Our Teachers is a self-employed individual.

11. Changes to these Terms and Conditions

We may from time to time change any terms of these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We use Your and the Student's Personal Information (Data Protection)

All personal data that we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and Your rights thereunder.

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We enter into a legal agreement with You (i.e. before We make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about any Lessons or Us and Our business which You take into account when deciding to make a booking or when making any other decision about Lessons,

will be part of these terms of Our contract with You as a Consumer.

15. Complaints

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that the Student's experience and Your experience as Our customer is a positive one, We nevertheless want to hear from You if You or the Student have any cause for complaint. If You or the Student have any complaint about any Lesson/s or any other complaint, please raise the matter contacting Us by email.

16. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

18. Law and Jurisdiction

These Terms and Conditions, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.

Les Chenilles Registered Charity Number: 1195119