



Terms and Conditions

Flying Fish studio

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Terms and Conditions: Afterschool and Homeschool art workshops

The following terms and conditions apply to all afterschool and homeschool art workshops held at *Flying Fish studio*. By making a booking, customers are agreeing to the terms and conditions below.

At *Flying Fish studio*, my intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Bookings and payment – The booking confirmation signatory accepts the booking conditions on behalf of all on the booking form. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information about a child. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the online booking form, and full payment, is required in order to secure a place for each child. No persons will be allowed to attend any afterschool or homeschool workshops at *Flying Fish studio* without a confirmation of their place. If you would like to book a place for more than one child, please complete separate booking forms online, one for each child. Places are allocated on a first come, first served basis and no places are given any priority or reserved in advance.

Cancellations – If, for any reason, you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the first workshop of the series starts in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the first workshop) unfortunately cannot be refunded. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for the workshop(s) missed will of course be issued.

Non-attendance – Non-attendance of a child to an afterschool/homeschool workshop due to illness, or for personal or professional reasons does not provide the right to refunds, extra tuition or transferral to another workshop. However, in such an event I shall consider all the circumstances and take such action that I consider fair and reasonable, subject to availability.

Expectations of Behaviour – *Flying Fish studio* provides an inclusive, safe and positive environment, where children can relax and everybody is valued. In return, I require that all children are well behaved, polite & respectful. It is imperative that all persons attending the afterschool/homeschool workshops behave in an acceptable and safe manner as deemed so by the tutor. Any concerns about behaviour will be brought to the parents/carers attention whenever possible, at the end of the session in person or by phone or email at the earliest convenience. Hannah Lord has the sole discretion to decide if the behaviour of an individual is unacceptable and in rare cases their place may be cancelled and the parent/carer given notice in writing. Cancellations as a result of unacceptable behaviour are not entitled to a refund but may be considered on an individual basis.

Admissions and accessibility – I am happy to work with children with special educational needs providing I feel that I am able to provide them with the care they need. I am very willing to make reasonable adjustments, working closely with family and other agencies, where appropriate, in order to ensure a child's needs are being met. However, it is also very important that I am also able to provide care for the other children throughout the workshop. It is therefore imperative that, if your child has any special educational needs, you let me know before making a booking. This is so that I can make an informed judgement as to whether your child is best placed in my care. I am currently unable to provide one to one care for a child in an afterschool/homeschool workshop environment. If I am caring for a child with special needs, I will ask parents if there is any relevant information that they feel I should know, such as the child's routines, likes and dislikes, in order to better care for their child. Due to issues surrounding accessibility, I am sadly not able to look after a child who uses a wheelchair because access to and around my studio is unsuitable. If a child has specific mobility, access or working requirements, please get in touch before booking so that I can advise.

Damages – In the unlikely event that damage is caused to the property by one's child, the child's parents/carers are liable to cover the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – At *Flying Fish studio*, we work with a wide variety of art materials and substances. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. In enrolling your child, you are confirming that your child is capable of safely and sensibly using the equipment provided, under supervision, such as scissors, lino cutters and needles. Pyrography tools may also be used with the older children, under supervision. More details of the equipment used can be found on the 'Safety within the Studio' form. Through completion of the online booking form, you are

agreeing that first aid can be administered whilst in these premises by Hannah Lord, as deemed appropriate by Hannah Lord. If first aid is provided, Hannah Lord will inform the parents/carers of the child either upon collection or at the next available opportunity via phone or email. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Photography – From time to time we may take photographs, used for marketing and promotional purposes only. If you would rather your child was not photographed for these purposes, *Flying Fish studio* must be informed via the online booking form, before commencement of your child's first afterschool/homeschool workshop.

Allergies – It is the responsibility of the parent/carer to advise *Flying Fish studio* of any allergies, intolerances or special dietary requirements a child may have, as children will be able to help themselves to the food provided. With this in mind, please ensure that your child does not bring their own snacks to consume within the premises, as other children may have allergies that you are unaware of. If this is a concern to you then please contact me and we can discuss this further.

Supervision In Case of Emergency – In the unlikely event that I have to go to hospital with a child, my mother (Kathryn Lord), or father (Robert Lord), if available, will stay with the remaining children in the studio and contact parents. As a parent/carer booking your child onto these after school workshops, you are giving parental permission for either of my parents to supervise the children in case of emergency. My mother and father have both been DBS checked from previous work. In the unlikely situation of an emergency, and if neither of my parents are available, or if it would take too long for them to reach the studio premises, I will ask an adult who I know and who I deem responsible to come to the studio premises and look after the children, whilst contacting parents.

Collections from afterschool or homeschool workshops – It is the parent/carer's responsibility to ensure that their child arrives at *Flying Fish studio* safely. It is also the parent's/carer's responsibility to ensure that their child is collected from the workshop on time. Children will be allowed to leave unaccompanied after the session if there is permission provided by the parent/carer on the booking form. If the parent/carer wishes for their child to be collected by someone else, this must be specified on the booking form OR they must notify Hannah Lord as soon as possible, prior to their child's collection.

If you are delayed, for whatever reason, please contact me at the earliest opportunity, on 07453331418, letting me know when you expect to arrive. I will normally be able to accommodate for the additional care, however if I am unable to, I may have to make alternative arrangements with you for the child's collection (for instance, someone that you have listed as an emergency contact may be able to pick your child up). I will reassure your child that you are on your way. Please note that a late stay fee will still be chargeable, unless agreed otherwise, for example in exceptional circumstances. Children remaining in the care of *Flying Fish studio* after the agreed collection time or after normal opening hours must be supervised by Hannah Lord, unless agreed otherwise by the parent/carer. Please refer to *Flying Fish studio's* 'Uncollected Child Policy', available on our website.

Hannah Lord will not release children to any other person without first having permission from the authorised parents/carers/persons. If the child's legal guardian is not contactable, Hannah Lord must go on to follow through on the Uncollected Child Procedure (see 'Uncollected Child Policy' for more details).

Programme changes – In the unlikely event of equipment failure, product shortage or any other operational faults, *Flying Fish studio* reserves the right to amend its activity programme without notice. No refund can be provided under such circumstance.

Personal belongings – Being creative does sometimes mean that we can be a bit messy! Thankfully this occurs here at and not back at your home – phew! However, materials such as glue and paint may stain clothes and so with this in mind, our advice is for children to wear clothes where this would not be such an issue (as, for instance, printing inks do stain). However, please note that aprons are provided and the majority of materials used will easily come off clothes. *Flying Fish studio* accepts no responsibility for any damage to your child's clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you are bringing items of particular value.

Loss of property – Please ensure that children do not bring valuable belongings with them, as I cannot be held responsible if they go missing. I will of course endeavour to return items we are able to identify; however cannot guarantee the return of lost property. *Flying Fish studio* is able to keep lost property for a period of up to three weeks. If left unclaimed after this period, lost property will be donated to local charities.

Data protection and privacy – In order to enrol children, I will need to take some personal details, such as any medical or dietary restrictions, home address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all the children that you are making a booking for, as well as any other details provided, for instance that of the emergency contacts. I hold and use some of your details for future

marketing purposes, for instance through the distribution of promotional information via email. You may opt out from receiving these emails at any time by emailing me at flyingfishstudio22@gmail.com. Using the internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way.

When making a transaction with *Flying Fish studio*, your credit/debit card details are passed directly to a secure transaction server, Stripe, meaning that such details are not seen, or retained by, *Flying Fish studio*. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from the *Flying Fish studio* website. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from the *Flying Fish studio* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality children’s creative workshops where, above all, each and every child feels safe, valued and cared for. If you, or your child, are not entirely satisfied with the service provided, please do not hesitate to contact me immediately, either via 07453331418 or by sending an email to flyingfishstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the courses set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio*’s Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take affect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.

*Please note that the booking form can also refer to the Personal Details form



Terms and Conditions: Holiday Club

The following terms and conditions apply to all Holiday Clubs held at *Flying Fish studio*. By making a booking, customers are agreeing to the terms and conditions below.

At *Flying Fish studio*, my intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Bookings and payment – The booking confirmation signatory accepts the booking conditions on behalf of all on the booking form. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information about a child. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the online booking form, and full payment, is required in order to secure a place for each child. No persons will be allowed to attend any Holiday Clubs at *Flying Fish studio* without a confirmation of their place. If you would like to book a place for more than one child, please complete separate booking forms online, one for each child. Places are allocated on a first come, first served basis and no places are given any priority or reserved in advance.

Cancellations – If you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the workshop in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the workshop) unfortunately cannot be refunded. Cancellation made due to the attendee being ill does not provide the right to refunds, however *Flying Fish studio* will offer transferal to another date with a 20% rebooking fee. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for that session will of course be issued.

Expectations of Behaviour – *Flying Fish studio* provides an inclusive, safe and positive environment, where children can relax and everybody is valued. In return, I require that all children are well behaved, polite & respectful. It is imperative that all persons attending the Holiday Club behave in an acceptable and safe manner as deemed so by the tutor. Any concerns about behaviour will be brought to the parents/carers attention whenever possible, at the end of the session in person or by phone or email at the earliest convenience. Hannah Lord has the sole discretion to decide if the behaviour of an individual is unacceptable and in rare cases their place may be cancelled and the parent/carer given notice in writing. Cancellations as a result of unacceptable behaviour are not entitled to a refund but may be considered on an individual basis.

Admissions and accessibility – I am happy to work with children with special educational needs providing I feel that I am able to provide them with the care they need. I am very willing to make reasonable adjustments, working closely with family and other agencies, where appropriate, in order to ensure a child's needs are being met. However, it is also very important that I am also able to provide care for the other children throughout the Holiday Club. It is therefore imperative that, if your child has any special educational needs, you let me know before making a booking. This is so that I can make an informed judgement as to whether your child is best placed in my care. I am currently unable to provide one to one care for a child in a holiday club environment. If I am caring for a child with special needs, I will ask parents if there is any relevant information that they feel I should know, such as the child's routines, likes and dislikes, in order to better care for their child. Due to issues surrounding accessibility, I am sadly not able to look after a child who uses a wheelchair because access to and around my studio is unsuitable. If a child has specific mobility, access or working requirements, please get in touch before booking so that I can advise.

Damages – In the unlikely event that damage is caused to the property by one's child, the child's parents/carers are liable to cover the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – At *Flying Fish studio*, we work with a wide variety of art materials and substances. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. In enrolling your child, you are confirming that your child is capable of safely and sensibly using the equipment provided, under supervision, such as scissors, lino cutters and needles. Pyrography tools may also be used with the older children, under supervision. More details of the equipment used can be found on the 'Safety within the Studio' form. Through completion of the online booking form, you are agreeing that first aid can be administered whilst in these premises by Hannah Lord, as deemed appropriate by Hannah Lord. If first aid is provided, Hannah Lord will inform the parents/carers of the child either upon collection or at the next available opportunity via phone or email. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Photography – From time to time we may take photographs, used for marketing and promotional purposes only. If you would rather your child was not photographed for these purposes, *Flying Fish studio* must be informed via the online booking form, before commencement of your child's first day at the Holiday Club.

Allergies – It is the responsibility of the parent/carer to advise *Flying Fish studio* of any allergies, intolerances or special dietary requirements a child may have, as children will be able to help themselves to the food provided. With this in mind, please ensure that your child does not bring their own snacks to consume within the premises, as other children may have allergies that you are unaware of. If this is a concern to you then please contact me and we can discuss this further.

Collections from Holiday Clubs – It is the parent/carer's responsibility to ensure that their child arrives at *Flying Fish studio* safely. It is also the parent's/carer's responsibility to ensure that their child is collected from the workshop on time. Children will be allowed to leave unaccompanied after the session if there is permission provided by the parent/carer on the booking form. If the parent/carer wishes for their child to be collected by someone else, this must be specified on the booking form OR they must notify Hannah Lord as soon as possible, prior to their child's collection.

If you are delayed, for whatever reason, please contact me at the earliest opportunity, on 07453331418, letting me know when you expect to arrive. I will normally be able to accommodate for the additional care, however if I am unable to, I may have to make alternative arrangements with you for the child's collection (for instance, someone that you have listed as an emergency contact may be able to pick your child up). I will reassure your child that you are on your way. Please note that a late stay fee will still be chargeable, unless agreed otherwise, for example in exceptional circumstances. Children remaining in the care of *Flying Fish studio* after the agreed collection time or after normal opening hours must be supervised by Hannah Lord, unless agreed otherwise by the parent/carer. Please refer to *Flying Fish studio's* 'Uncollected Child Policy', available on our website.

Hannah Lord will not release children to any other person without first having permission from the authorised parents/carers/persons. If the child's legal guardian is not contactable, Hannah Lord must go on to follow through on the Uncollected Child Procedure (see 'Uncollected Child Policy' for more details).

Programme changes – In the unlikely event of equipment failure, product shortage or any other operational faults, *Flying Fish studio* reserves the right to amend its activity programme without notice. No refund can be provided under such circumstance.

Personal belongings – Being creative does sometimes mean that we can be a bit messy! Thankfully this occurs here at and not back at your home – phew! However, materials such as glue and paint may stain clothes and so with this in mind, our advice is for children to wear clothes where this would not be such an issue (as, for instance, printing inks do stain). However, please note that aprons are provided and the majority of materials used will easily come off clothes. *Flying Fish studio* accepts no responsibility for any damage to your child's clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you are bringing items of particular value.

Loss of property – Please ensure that children do not bring valuable belongings with them, as I cannot be held responsible if they go missing. I will of course endeavour to return items we are able to identify; however cannot guarantee the return of lost property. *Flying Fish studio* is able to keep lost property for a period of up to three weeks. If left unclaimed after this period, lost property will be donated to local charities.

Data protection and privacy – In order to enrol children, I will need to take some personal details, such as any medical or dietary restrictions, home address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all the children that you are making a booking for, as well as any other details provided, for instance that of the emergency contacts. I hold and use some of your details for future marketing purposes, for instance through the distribution of promotional information via email. You may opt out from receiving these emails at any time by emailing me at flyingfishstudio22@gmail.com. Using the internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way.

When making a transaction with *Flying Fish studio*, your credit/debit card details are passed directly to a secure transaction server, Stripe, meaning that such details are not seen, or retained by, *Flying Fish studio*. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from the *Flying Fish studio* website. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from the *Flying Fish studio* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality holiday clubs for children where, above all, each and every child feels safe, valued and cared for. If you, or your child, are not entirely satisfied with the service provided, please do not hesitate to contact me immediately, either via 07453331418 or by sending an email to flyingfishstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the courses set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio's* Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take effect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.

*Please note that the booking form can also refer to the Personal Details form



Terms and Conditions: Scheduled workshops

The following terms and conditions apply to all Scheduled workshops held at *Flying Fish studio*. By making a booking, customers are agreeing to the terms and conditions below.

At *Flying Fish studio*, my intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Bookings and payment – The booking confirmation signatory accepts the booking conditions on behalf of all on the booking form. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information about a child or adult. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the online booking form, and full payment, is required in order to secure a place for each person. No persons will be allowed to attend any Scheduled workshops at *Flying Fish studio* without a confirmation of their place. If you would like to book a place for more than one person, please complete separate booking forms online, one for each person. Places are allocated on a first come, first served basis and no places are given any priority or reserved in advance.

Cancellations – If you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the workshop in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the workshop) unfortunately cannot be refunded. Cancellation of a scheduled workshop due to the attendee being ill does not provide the right to refunds, however *Flying Fish studio* will offer transferal to another date with a 20% rebooking fee. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for that session will of course be issued.

Expectations of Behaviour – *Flying Fish studio* provides an inclusive, safe and positive environment, where children can relax and everybody is valued. In return, I require that all children are well behaved, polite & respectful. It is imperative that all persons attending the Scheduled workshop behave in an acceptable and safe manner as deemed so by the tutor. Any concerns about behaviour will be brought to the parents/carers attention whenever possible, at the end of the session in person or by phone or email at the earliest convenience. Hannah Lord has the sole discretion to decide if the behaviour of an individual is unacceptable and in rare cases their place may be cancelled and the parent/carer given notice in writing. Cancellations as a result of unacceptable behaviour are not entitled to a refund but may be considered on an individual basis.

Admissions and accessibility – I am happy to work with children and adults with special educational needs providing I feel that I am able to provide them with the care they need. I am very willing to make reasonable adjustments, working closely with family and other agencies, where appropriate, in order to ensure a person's needs are being met. However, it is also very important that I am also able to provide care for the other children and adults throughout the workshop. It is therefore imperative that, if you, or someone you are booking on behalf of, has any special educational needs, you let me know before making a booking. This is so that I can make an informed judgement as to whether that person is best placed in my care. I am currently unable to provide one to one care for a child or adult in a workshop environment. If I am caring for a child with special needs, I will ask parents if there is any relevant information that they feel I should know, such as the child's routines, likes and dislikes, in order to better care for their child. Due to issues surrounding accessibility, I am sadly not able to look after anybody who uses a wheelchair because access to and around my studio is unsuitable. If someone has specific mobility, access or working requirements, please get in touch before booking so that I can advise.

Damages – In the unlikely event that damage is caused to the property by a person, the adult, or the child's parents/carers, are liable to cover the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – At *Flying Fish studio*, we work with a wide variety of art materials and substances. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. In enrolling, you are confirming that you/ the person you are booking on behalf of/ your child is capable of safely and sensibly using the equipment provided, under supervision (in the case of children), such as scissors, lino cutters and needles. Pyrography tools may also be used with the older children, under supervision. More details of the equipment used can be found on the 'Safety within the Studio' form. Through completion of the online booking form, you are agreeing that first aid can be administered to your child whilst in these premises by Hannah Lord, as deemed appropriate by Hannah Lord. If first aid is provided, Hannah Lord will inform the parents/carers of the child either upon collection or at the next available opportunity via phone or email. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under

this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Photography – From time to time we may take photographs, used for marketing and promotional purposes only. If you would rather you or your child was not photographed for these purposes, *Flying Fish studio* must be informed via the online booking form, before commencement of your child's first day at the Scheduled workshop.

Allergies – It is the responsibility of the parent/carer to advise *Flying Fish studio* of any allergies, intolerances or special dietary requirements a child may have, as people may be able to help themselves to any food provided. With this in mind, please ensure that you/ your child does not bring in your own snacks to consume within the premises, as other people may have allergies that you are unaware of. If this is a concern to you then please contact me and we can discuss this further. As an adult, it is also your responsibility to inform *Flying Fish studio* of any allergies you have, if attending the workshop, or if the adult, for whom you are booking on behalf of, has any allergies.

Collection of child(ren) from Scheduled workshops – It is the parent/carer's responsibility to ensure that their child arrives at *Flying Fish studio* safely. It is also the parent's/carer's responsibility to ensure that their child is collected from the workshop on time. Children will be allowed to leave unaccompanied after the session if there is permission provided by the parent/carer on the booking form. If the parent/carer wishes for their child to be collected by someone else, this must be specified on the booking form OR they must notify Hannah Lord as soon as possible, prior to their child's collection.

If you are delayed, for whatever reason, please contact me at the earliest opportunity, on 07453331418, letting me know when you expect to arrive. I will normally be able to accommodate for the additional care, however if I am unable to, I may have to make alternative arrangements with you for the child's collection (for instance, someone that you have listed as an emergency contact may be able to pick your child up). I will reassure your child that you are on your way. Please note that a late stay fee will still be chargeable, unless agreed otherwise, for example in exceptional circumstances. Children remaining in the care of *Flying Fish studio* after the agreed collection time or after normal opening hours must be supervised by Hannah Lord, unless agreed otherwise by the parent/carer. Please refer to *Flying Fish studio's* 'Uncollected Child Policy', available on our website.

Hannah Lord will not release children to any other person without first having permission from the authorised parents/carers/persons. If the child's legal guardian is not contactable, Hannah Lord must go on to follow through on the Uncollected Child Procedure (see 'Uncollected Child Policy' for more details).

Programme changes – In the unlikely event of equipment failure, product shortage or any other operational faults, *Flying Fish studio* reserves the right to amend its activity programme without notice. No refund can be provided under such circumstance.

Personal belongings – Being creative does sometimes mean that we can be a bit messy! Thankfully this occurs here at and not back at your home – phew! However, materials such as glue and paint may stain clothes and so with this in mind, our advice is for people to wear clothes where this would not be such an issue (as, for instance, printing inks do stain). However, please note that aprons are provided and the majority of materials used will easily come off clothes. *Flying Fish studio* accepts no responsibility for any damage to your clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you are bringing items of particular value.

Loss of property – Please ensure that children do not bring valuable belongings with them, as I cannot be held responsible if they go missing. I will of course endeavour to return items we are able to identify; however cannot guarantee the return of lost property. *Flying Fish studio* is able to keep lost property for a period of up to three weeks. If left unclaimed after this period, lost property will be donated to local charities.

Data protection and privacy – As part of the enrollment process, I will need to take some personal details, such as any medical or dietary restrictions, home address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all the children/adults that you are making a booking for, as well as any other details provided, for instance that of the emergency contacts. I hold and use some of your details for future marketing purposes, for instance through the distribution of promotional information via email. You may opt out from receiving these emails at any time by emailing me at flyingfishstudio22@gmail.com. Using the internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way.

When making a transaction with *Flying Fish studio*, your credit/debit card details are passed directly to a secure transaction server, Stripe, meaning that such details are not seen, or retained by, *Flying Fish studio*. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from the *Flying Fish studio* website. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from the *Flying Fish studio* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality workshops for children where, above all, each and every child feels safe, valued and cared for. If you, or your child, are not entirely satisfied with the service provided, please do not hesitate to contact me immediately, either via 07453331418 or by sending an email to flyingfishstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the courses set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio's* Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take affect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.

*Please note that the booking form can also refer to the Personal Details form



Terms and Conditions: Bespoke workshops and Parties

The following terms and conditions apply to all Bespoke workshops and Parties held at *Flying Fish studio*. By making a booking, customers are agreeing to the terms and conditions below.

At *Flying Fish studio*, my intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Please note that a parent/carer must be present at all times during the session if a child under the age of 6 is present.

Bookings and payment – The person booking the party accepts the booking conditions on behalf of all who attend. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the booking form, and full payment, is required in order to secure your booking.

Cancellations – If you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the workshop in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the workshop) unfortunately cannot be refunded. Cancellation made due to the attendee being ill does not provide the right to refunds, however *Flying Fish studio* will offer transferal to another date with a 20% rebooking fee. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for that session will of course be issued.

Admissions and accessibility – I am more than happy to work with children and adults with special educational needs providing I feel that I am able to provide them with the care they need. It is important that if a member of the party has any special educational needs that I should be made aware of, you let me know before making a booking. With regards to children, please ensure that you have parental consent to all information that is passed to me. Please note that although the place of residence is wheelchair accessible from round the back of the property, dependant on the size of the wheelchair, it may not be possible to access the studio due to restrictions on the width of the door frames. The downstairs toilet is not large enough to accommodate a wheelchair. If, whilst being a wheelchair user, you are able to temporarily stand, it may be that we can make arrangements for the space to be more accessible. Please do let me know before booking if either yourself or a guest uses a wheelchair so that I can advise as to whether you/they will be able to comfortably access the space. If you have any questions regarding this please do not hesitate to contact me and I will try my best to accommodate your needs. If you have any other mobility, access or working requirements, please do get in touch before booking so that I can advise.

Damages – In the unlikely event that damage is caused to the property, the person who made the booking is responsible for ensuring that the party covers the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – At *Flying Fish studio*, we work with a wide variety of art materials. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Allergies – It is the responsibility of the person making the booking to advise *Flying Fish studio* of any allergies, intolerances or special dietary requirements either themselves *or a guest* may have, so that I am able to cater

Personal belongings – For some of our workshops, materials are used which may stain clothing. With this in mind, my advice is for the children to wear clothes where this would not be such an issue (as, for instance, printing inks do stain). *Flying Fish studio* accepts no responsibility for any damage to your clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you are bringing items of particular value.

Loss of property – Please ensure that you do not bring valuable belongings with you, as I cannot be held responsible if they go missing. I will of course endeavour to return items we are able to identify; however cannot guarantee the return

of lost property. *Flying Fish studio* is able to keep lost property for a period of up to three weeks. If left unclaimed after this period, lost property will be donated to local charities.

Data protection and privacy – In order to confirm your booking, I will need to take some personal details, such as your home address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all who you are making a booking for. I hold and use some of your details for future marketing purposes, for instance through the distribution of promotional information via email. You may opt out from receiving these emails at any time by emailing me at flyingshstudio22@gmail.com. Using the Internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from *Flying Fish studio's* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality creative workshops where, above all, each and every person feels safe, valued and cared for. If you are not entirely satisfied with the service provided, please do not hesitate to contact me immediately, either via 07453331418 or by sending me an email at flyingshstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the workshops set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio's* Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take affect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.



Terms and Conditions: Bespoke workshop (Out of studio)

The following terms and conditions apply to all bespoke workshops held by Hannah Lord outside of the studio. By making a booking, customers are agreeing to the terms and conditions below.

My intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Please note that a parent/carer must be present at all times during the session if a child under the age of 6 is present.

Bookings and payment – The person booking the workshop accepts the booking conditions on behalf of all who attend. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the booking form, and full payment, is required in order to secure your booking.

Cancellations – If you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the workshop in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the workshop) unfortunately cannot be refunded. Cancellation made due to the attendee being ill does not provide the right to refunds, however *Flying Fish studio* will offer transferal to another date with a 20% rebooking fee. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for that session will of course be issued.

Accessibility – I am very happy to work with children with special educational needs providing I feel that I am able to provide them with the care they need. It is important that if a child has any special educational needs, you let me know before making a booking. Please ensure that you have parental consent to all information that is passed to me.

Damages – In the unlikely event that damage is caused to the equipment provided by *Flying Fish studio*, the person who made the booking is responsible for ensuring that the party covers the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – We work with a wide variety of art materials. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Personal belongings – For some of our workshops, materials are used which may stain clothing. With this in mind, my advice is for the participants to wear clothes where this would not be such an issue (as, for instance, printing inks do stain). *Flying Fish studio* accepts no responsibility for any damage to your clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you are bringing items of particular value.

Data protection and privacy – In order to confirm your booking, I will need to take some personal details, such as your address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all who you are making a booking for. I hold and use some of your details for future marketing purposes, for instance through the distribution of promotional information via email. You may opt out from receiving these emails at any time by emailing me at flyingfishstudio22@gmail.com. Using the Internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from *Flying Fish studio's* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality creative workshops where, above all, each and every person feels safe, valued and cared for. If you are not entirely satisfied with the service provided,

please do not hesitate to contact me immediately, either via 07453331418 or by sending me an email at flyingfishstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the workshops set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio's* Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take effect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.



Terms and Conditions: School Workshop (Out of studio)

The following terms and conditions apply to all workshops held by Hannah Lord outside of the studio, within a school environment. By making a booking, customers are agreeing to the terms and conditions below.

My intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Please note that at least one member of school staff must be present at all times during the session.

Bookings and payment – The person booking the workshop accepts the booking conditions on behalf of the school and all who attend. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the booking form, and full payment, is required in order to secure your booking.

Cancellations – If you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the workshop in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the workshop) unfortunately cannot be refunded. Cancellation made due to the attendee being ill does not provide the right to refunds, however *Flying Fish studio* will offer transferal to another date with a 20% rebooking fee. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for that session will of course be issued.

Accessibility – I am very happy to work with children with special educational needs providing I feel that I am able to provide them with the care they need. If a child who is due to attend has any additional needs, or specific mobility, access or working requirements, that you feel would be useful for me to know, please get in touch BEFORE making the booking so that I can advise and/or make reasonable adjustments. Please ensure you have permission to pass on this information.

Damages – In the unlikely event that damage is caused to the equipment provided by *Flying Fish studio*, the person who made the booking is responsible for ensuring that the party covers the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – We work with a wide variety of art materials. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Personal belongings – For some of our workshops, materials are used which may stain clothing. With this in mind, my advice is for the participants to wear clothes where this would not be such an issue (as, for instance, printing inks do stain). *Flying Fish studio* accepts no responsibility for any damage to your clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you have items of particular value.

Data protection and privacy – In order to confirm your booking, I will need to take some details, such as any additional needs that I should be aware of, the school address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the details of all who you are making a booking for. Using the Internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from *Flying Fish studio's* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality creative workshops where, above all, each and every person feels safe, valued and cared for. If you are not entirely satisfied with the service provided, please do not hesitate to contact me immediately, either via 07453331418 or by sending me an email at flyingfishstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the workshops set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio's* Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take effect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.



Terms and Conditions: Afterschool art workshops at Sheffield Girls' School

The following terms and conditions apply to all afterschool creative workshops held by *Flying Fish studio* at Sheffield Girls' School. By making a booking, customers are agreeing to the terms and conditions below.

My intention is always to provide fun, creative workshops within a safe environment and to always treat our customers fairly. It is necessary to have some Terms & Conditions in place in order to ensure I meet my legal obligations, particularly relating to Consumer Protection Regulations.

Bookings and payment – The booking confirmation signatory accepts the booking conditions on behalf of all on the booking form. It is their responsibility to ensure that all information provided on the booking form is correct and up to date. I must be informed immediately of any changes to the information provided. Please note that I reserve the right to cancel a booking at any time where there has been a failure to provide full information about a child. After payment is received, you will receive confirmation of your booking via the email address provided. Please note that both completion of the online booking form, and full payment, is required in order to secure a place for each child. No persons will be allowed to attend any afterschool workshops run by *Flying Fish studio* without a confirmation of their place. If you would like to book a place for more than one child, please complete separate booking forms online, one for each child. Places are allocated on a first come, first served basis and no places are given any priority or reserved in advance.

Cancellations – If, for any reason, you wish to cancel your booking with *Flying Fish studio*, you must do so at least 14 days before the first workshop of the series starts in order to receive a partial refund of 80%. Cancellation must be made in writing or email. Cancellations made after this deadline (within two weeks of the first workshop) unfortunately cannot be refunded. On the rare occasion that *Flying Fish studio* must cancel a session, for example due to tutor illness, the customer will be informed as soon as possible and a refund for the workshop(s) missed will of course be issued.

Non-attendance – Non-attendance of a child to an afterschool workshop due to illness, or for personal or professional reasons does not provide the right to refunds, extra tuition or transferral to another workshop. However, in such an event I shall consider all the circumstances and take such action that I consider fair and reasonable, subject to availability.

Expectations of Behaviour – *Flying Fish studio* provides an inclusive, safe and positive environment, where children can relax and everybody is valued. In return, I require that all children are well behaved, polite & respectful. It is imperative that all persons attending the afterschool workshops behave in an acceptable and safe manner as deemed so by the tutor. Any concerns about behaviour will be brought to the parents/carers attention whenever possible, at the end of the session in person or by phone or email at the earliest convenience. Hannah Lord has the sole discretion to decide if the behaviour of an individual is unacceptable and in rare cases their place may be cancelled and the parent/carer given notice in writing. Cancellations as a result of unacceptable behaviour are not entitled to a refund but may be considered on an individual basis.

Admissions and accessibility – I am happy to work with children with special educational needs providing I feel that I am able to provide them with the care they need. I am very willing to make reasonable adjustments, working closely with family and other agencies, where appropriate, in order to ensure a child's needs are being met. However, it is also very important that I am also able to provide care for the other children throughout the afterschool workshop. It is therefore imperative that, if your child has any special educational needs, you let me know before making a booking. This is so that I can make an informed judgement as to whether your child is best placed in my care. I am currently unable to provide one to one care for a child in an afterschool workshop environment. If I am caring for a child with special needs, I will ask parents if there is any relevant information that they feel I should know, such as the child's routines, likes and dislikes, in order to better care for their child. Due to limited accessibility, I am unable to look after a child who uses a wheelchair because access to and around the art room is unsuitable. If a child has specific mobility, access or working requirements, please get in touch before booking so that I can advise.

Damages – In the unlikely event that damage is caused to the equipment used by one's child, the child's parents/carers are liable to cover the cost of repairs. The cost of reasonable repairs is decided by Hannah Lord.

Liability – We work with a wide variety of art materials and substances. All necessary health and safety procedures are in place, along with risk assessments. All activities have been tested and deemed safe, however please note that Hannah Lord does not accept liability for any reactions or injuries for any persons whilst on the premises, or thereafter, which are unforeseen or out of our control. By enrolling your child, you are confirming that your child is capable of safely and

sensibly using the equipment provided, under supervision, such as scissors, lino cutters and needles. Pyrography tools may also be used with the older children, under supervision. More details of the equipment used can be found on the 'Safety within the Studio' form. Through completion of the online booking form, you are agreeing that first aid can be administered whilst in these premises by Hannah Lord, as deemed appropriate by Hannah Lord. If first aid is provided, Hannah Lord will inform the parents/carers of the child either upon collection or at the next available opportunity via phone or email. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Allergies – It is the responsibility of the parent/carer to advise *Flying Fish studio* of any allergies or intolerances a child may have, such as washing up liquid or Elastoplast (commonly found in plasters). If any of this is a concern to you then please contact me and we can discuss this further.

Collections from afterschool workshops – It is the parent's/carer's responsibility to ensure that their child is collected from each afterschool art workshop on time. Children will be allowed to leave unaccompanied after the session if there is permission provided by the parent/carer on the booking form. If the parent/carer wishes for their child to be collected by someone else (other than those listed), they must notify Hannah Lord as soon as possible.

If you are delayed, for whatever reason, please contact me at the earliest opportunity, on 07453331418, letting me know when you expect to arrive. Any children not picked up by parents by 5:40pm will be passed onto Sheffield Girls' Tea Time Club who will follow up.

The parent/carer who completes the booking form can list up to 4 people (as well as themselves) who are able to collect their child from the afterschool art workshop, without having to contact Hannah Lord first. If the parent/carer wishes for their child to be collected by someone else, they are to contact Hannah Lord to pass on the name of the person collecting. Although it is preferable for Hannah Lord to be contacted directly in these cases, it may be that parents choose to contact Sheffield Girls' School to alter arrangements, in which case Hannah Lord will follow the instructions of members of staff at Sheffield Girls' School.

Hannah Lord will not release children to any other person without first speaking to the authorised parents/carers (or without having permission from staff members at Sheffield Girls' School). If someone *not* listed on the booking form (for instance a parent/relative/friend of the family) arrives to collect the child, but Hannah Lord has not been informed of this, she will contact the child's legal guardian in order to agree what is to be done. If the child's legal guardian is not contactable, Hannah Lord will pass the child onto Sheffield Girls' Tea Time Club.

Programme changes – In the unlikely event of equipment failure, product shortage or any other operational faults, *Flying Fish studio* reserves the right to amend its activity programme without notice. No refund can be provided under such circumstance.

Personal belongings – Being creative does sometimes mean that we can a bit messy! Thankfully this occurs here in the art room and not back at your home – phew! However, materials such as glue and paint may stain clothes and so with this in mind, our advice is for children to wear their apron. Hannah Lord accepts no responsibility for any damage to your child's clothing or personal belongings before, during or after any of our sessions. Personal possessions remain your responsibility throughout the course. I suggest arranging your own insurance if you are bringing items of particular value.

Loss of property – Please ensure that children do not bring valuable belongings with them, as I cannot be held responsible if they go missing. I will of course endeavour to return items we are able to identify; however cannot guarantee the return of lost property. Hannah Lord will hand any lost property to the reception at Sheffield Girls'.

Data protection and privacy – In order to enrol children, I will need to take some personal details, such as any medical or dietary restrictions, home address and payment details. It is your responsibility to ensure that you have the necessary permission to pass on the personal details of all the children that you are making a booking for, as well as any other details provided, for instance that of the emergency contacts. I hold and use some of your details for future marketing purposes, for instance through the distribution of promotional information via email. You may opt out from receiving these emails at any time by emailing me at flyingfishstudio22@gmail.com. Using the internet to collect and process personal information necessarily involves the collection of electronic data. By communicating electronically with *Flying Fish studio*, you acknowledge and agree to our processing of personal information in this way.

When making a transaction with *Flying Fish studio*, your credit/debit card details are passed directly to a secure transaction server, Stripe, meaning that such details are not seen, or retained by, *Flying Fish studio*. Please note that *Flying Fish studio* cannot be held responsible for the content of external internet sites which may be reached by links from *Flying Fish studio's* website.

Concerns or complaints – *Flying Fish studio* is committed to providing high quality children’s afterschool creative workshops where, above all, each and every child feels safe, valued and cared for. If you, or your child, are not entirely satisfied with the service provided, please do not hesitate to contact me immediately, either via 07453331418 or by sending an email to flyingfishstudio22@gmail.com. I will always do my best to resolve any problems.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

All information is correct at time of publication. While every effort is made to offer the courses set out in this website, *Flying Fish studio* reserves the right to withdraw particular courses and to change both the content and the pricing of a course when need arises, without prior warning. Participants who have already paid in full for a course will not be subject to any such price increase. Minor changes of course content will not be considered to affect our cancellation policy, as set out in *Flying Fish studio’s* Terms and Conditions.

Flying Fish studio may alter the Terms and Conditions, as well as our policies and procedures, when necessary and post the new version on the website and that version will take affect immediately thereafter. You are responsible for checking these on the website as they form the contract between us. In case of any doubt, our standard terms will prevail.