

# Ninja Tots Ltd terms and conditions

**Please complete and return this copy upon your enrolment.**

## Re-Booking

Our courses run throughout the year, with regular breaks in line with school holidays (unless otherwise stated in our published term dates).

In order to operate as efficiently as possible, we use a rebooking system. This means that unless you inform us that you wish to continue, change venue, day or time, we will assume you wish to stop and we will automatically fill your child's place with the next person on the waiting list.

If you do want to rebook for a new term it is vital that you pay in full by the communicated deadline. You can do this paying online or handing in your payment to the class Instructor. If you have not paid for the new term by the deadline your child's place will be automatically lost and we will offer it to a new student. If you missed the deadline and would like your child to continue, please contact the office to see if a space is available. You can do this by phone or email. Payments made after the deadline are subject to a £5 admin fee.

Clients are not entitled to attend lessons if term fees have not been paid and Ninja Tots Ltd will not hold their place.

## Changing Class Times and Venues

As time progresses you may find your class size reducing. Once a class has become too small to function properly we will merge it with another. We do our best to keep class times as similar as possible but unfortunately cannot always guarantee this.

Should you need to swap classes we will do our utmost to accommodate you, but unfortunately cannot guarantee this. Please note that you will need to have completed your current course before moving on.

## Taking Payment

The following methods are acceptable: - cheque or online transaction. All payment methods must be cleared by rebooking deadline.

If payment is made online, please bring the confirmation print out.

## Refunds and Cancellations

Ninja Tots Ltd is under no obligation to refund or transfer your fees in the event that you are unable to attend part of or the entire course.

In the instance that the venue cannot be used in the short term, we will endeavour, where possible, to re-schedule your lesson. In this instance Ninja Tots Ltd is not responsible for any travel expenses incurred. In the event of us having to cancel a lesson we will in the first instance attempt to re-schedule it. Where this is not possible, we will issue a credit against your next term's fees, it is a Ninja Tots Ltd policy that you should never have to chase a refund.

Where a venue is not available on a longer term (in excess of one week), on public health or other grounds outside our control, then we cannot be responsible for providing any further lessons to you during this time. If this occurs and in the event it is not possible to re-schedule classes we will use best endeavours to either refund the unused balance of your course fees or to recompense you in services or refunds in a future cycle.

If you are an existing client and you cancel a booking for the next course at any time after the rebooking deadline has passed and prior to the course commencing, we will issue a refund of fees minus a £10 administration charge. If the course has started, Ninja Tots Ltd is under no obligation to refund any part of the course fee.

If you are a first time client and you cancel at any time prior to 14 days before the course begins we will refund your fees. Should you cancel within 14 days of your course commencing (up to and including 5.30pm the evening before) we will issue a refund of unused fees minus a £10 administration charge.

Except in exceptional circumstances (which Ninja Tots Ltd will determine at its sole discretion) whether you are a first time client or an existing client, we regret that, once the course has commenced, we cannot issue refunds or credits.

## Video and Photography

Whilst the family atmosphere we encourage means that parents, grandparents and friends should feel very comfortable taking photographs or video footage, we would ask that everyone remains sensitive to the feelings of others and always stops filming should they be asked to do so. We must also adhere to venue rules, some of which do not permit the use of such equipment. If this is the case with your class, we will have informed you separately and ask that you respect their policy. In all instances the decision of Ninja Tots Ltd staff is final.

Ninja Tots Ltd expressly forbids the right to reproduce any part of our lessons in any form (e.g. on the internet, DVDs, photographs etc). Anyone suspected of continually filming or photographing the lessons for any purpose of publication will be asked to stop filming and leave the course.

All Ninja Tots Ltd photography, logos and illustrations are copyright of Ninja Tots Ltd. Any scanning or reproduction of any of the above without our written agreement will be regarded as being in breach of our copyright and dealt with accordingly.

Ninja Tots Ltd reserves the right to use our photographs for publicity purposes. However, in each instance we will endeavour to inform you first.

Ninja Tots Ltd cannot be held liable for the actions of third parties, and, therefore exclude to the fullest extent possible by law, any liability arising from a breach of this section headed "Video and Photography" by any part.

## Valuables and Jewellery

All property left in changing rooms or in class halls is left at your own risk. Ninja Tots Ltd cannot accept any responsibility for the loss or damage of any personal possessions. Please remove all jewellery (except wedding rings) including watches before the class commences.

## Illness

Should your child or the adult taking your child to their class have, or develop, any known or suspected medical condition you must please:

- Consult your doctor before bringing them to class and,
- Inform the Ninja Tots Ltd in writing via email or post, all information received is treated with confidence and with sensitivity.
- Never bring your child to class if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.
- In the instance of sickness and diarrhoea your child must have been clear of all symptoms for at least 48 hours before attending a lesson.

## Withdrawal of service

Ninja Tots Ltd may at its own discretion refuse entry to a client to its courses if it is felt that the client's or their child's behaviour is unreasonable.

## Belt Promotions

Belt Promotions are held during a weekend at the end of each term. Children attending the Intermediate, Advanced & Ninja Kids class will be invited to participate at a cost, payable by the deadline provided. Children who have missed more than 25% of classes during one term will not be eligible to attend and instead will be invited to the next belt promotion. All clients must wear the approved Ninja Tots suit to Belt Promotions. If clients miss a BP they must wait for the next available date and participate at their current level. Refunds are not provided.

## Clothing & Equipment

Ninja Tots Ltd supply an approved uniform and belt. The Ninja Tots suit and T-shirt are available to purchase through the Instructor or the Head Office. Ninja Nippers wear Ninja Tots suit or Ninja Tots T-shirt plus loose fitting dark trousers. Intermediate, Advanced and Ninja Kids wear the suit trousers and T-shirt or full Ninja Tots Suit. The client will then ensure such uniform is worn to each lesson. It is the client's responsibility to maintain the uniforms suitability and if Ninja Tots Ltd deems the uniform to be unsuitable the class Instructor may withhold instruction. Replacement uniforms are the responsibility of the client. If the client loses any aspect of the approved uniform replacements will be chargeable by Ninja Tots Ltd.

Footwear of any kind is not acceptable during the lessons unless the Instructor has been notified in advance of the class commencing to the reasons why and only then daps may be worn.

Only equipment obtained through Ninja Tots Ltd may be used within the class.

## Hall Health and Safety

Whilst you are waiting for your class, please keep the noise to a minimum so that all lessons can take place in a calm and peaceful atmosphere. Do not enter the hall until the current class has finished; please always wait to be invited to do so by your Instructor.

You are responsible for the safe supervision of any children you bring at all times on the venue premises. They should always be under the direct supervision of the adult who brought them and never be left unattended.

Ninja Tots Ltd require parents of children attending the Nippers class to participate alongside their child for the duration of the lesson. Ninja Tots Ltd requests parents of children attending the intermediate class to wait outside the class hall but to always be within sight of their child.

Whilst we encourage a friendly sociable atmosphere we request parents and siblings adhere to our Martial Arts etiquette of silence and non interruption of the classes. We are happy for other members of your family, friends, or child minders to bring your child to classes. Anyone new to the class must let the instructor know at the very beginning of the session, so they can provide the extra help and advice that will be needed.

## Teachers

Whilst it is our policy that we endeavour to ensure you always have the same Instructor, we cannot guarantee this as Instructors fall ill, leave etc. Also, due to the extremely thorough nature of our training, we may occasionally need to have a new instructor teaching your class. They are always fully trained at this point, but need to teach a series of 'live classes' in order to complete their assessment process. Unfortunately we cannot give advance warning when this will happen and, whilst we always try to limit it, it is a necessary part of our commitment to quality.

## Exclusion of Liability

In the absence of any proven negligence, lack of due diligence or breach of duty by the Instructor(s); Ninja Tots Ltd; it's franchises or employees, the participation of you; your spouse/partner; child or those in whose care you have placed your child for the purpose of attending or observing Ninja Tots Martial Arts classes is done so entirely at your and their own risk.

## Changes to Terms and Conditions

From time to time we may update these terms, by sending you either an updated version or notification of minor changes. You are free not to accept these changes but we would ask you to notify us in writing of your non acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

## Data Protection

Ninja Tots Ltd are committed to protecting your privacy (please visit our website to see our privacy policy). We will only use the information that we collect from you lawfully in accordance with the Data Protection Act 1998.

Occasionally we may give details to other carefully chosen companies whose products and services we think might interest you. Please tick this box if you **do** want to receive this information.

## Medical Conditions

It is vital that you inform us of any medical condition(s) that you, your child or the carer responsible for taking your child to classes may have that might affect your time in the class. All information received is treated sensitively and in confidence.

If you are unsure whether any illness may affect your or your child's ability to participate, please refer to your General Practitioner, Health Visitor, Paediatrician or other health professional. In signing below you are also agreeing to take responsibility for the fact that anyone who brings your child to lessons who has an illness, injury etc, will, if necessary, have taken medical advice before coming. Please ensure that they also give the Instructor any necessary information on the day.

All people bringing children to Ninja Tots classes take ultimate responsibility for their own and their child's medical/health issues and will be deemed by Ninja Tots Ltd to have taken all necessary advice and obtained the appropriate authority. Informing Ninja Tots of an adult or child's medical condition does not relinquish this responsibility.

**Declaration:** I have read and agree to Ninja Tots Ltd terms and conditions

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Adult's Full name:

\_\_\_\_\_

Childs Full name:

\_\_\_\_\_