



Terms and Conditions

Updated: 05.04.2020

Definitions and Interpretation

1.1 In this Agreement (unless the context requires otherwise) words denoting any gender include all genders, words denoting the singular include the plural and vice versa and sub-clause 1.2 applies. 1.2 “Agreement” means these terms and the front sheet setting out details together with any Order accepted by us; “Attendee” means any Child or Carer who attends any Party or Class; “Carer” means you or any carer (including any nursery personnel or similar) for Child that you nominate; “Child” means any child who attends a Class with your consent or as a result of your Order, whether or not the child is your child and whether or not you are the Carer; “Class” means a class or session of services or activities for babies and young children (including any Party); “Items” means any goods supplied by us to you; “Order” means any order for Classes or Items from us at any time; “Party” means entertainment based on Classes for babies and young children at private parties; “Price” means the price for the Classes or Items notified by us in advance of any Order; “Unacceptable Behaviour” means using foul language or being violent, aggressive, disruptive or a potential danger to self or others.

A. APPLICATIONS

Coucou Loulou is the overall business name. Les Petits Ateliers are part of the Coucou Loulou organisation.

i. Applications are accepted at the discretion of Coucou Loulou/Les Petits Ateliers and are not transferable. ii. Coucou Loulou cannot guarantee student progression. Students will only progress to the next level on the programme if they meet the requirements of that level. iii. If one is requested, you agree to fully complete the Registration Form, and that your answers to the questions shall be true to the best of your knowledge. You understand that any false statements may result in your exclusion from Coucou Loulou. iv. You understand that places are allocated on a first come, first serve basis. Being a member of Coucou Loulou will not secure admission for the next term or year. Coucou Loulou may change this admission procedure from time to time. v. By submitting the Registration Form and/or based upon your attendance at the school’s Programme, you agree on behalf of yourself and the

student to be bound by these Terms and Conditions for the duration of the student's attendance at Coucou Loulou. Vi. your child may only attend once term fees have been settled in full vii. Coucou Loulou may correct any typographical or other errors or omissions in any Coucou Loulou material relating to the application process without incurring any liability to you.

B. PAYMENT OF FEES i. You shall pay Coucou Loulou the Fees and any additional sums which are due. ii. The full Fees will be considered due as specified by Coucou Loulou, and must be received by Coucou Loulou BEFORE specified deadlines to avoid an additional late charge of £25. Any benefits received by you for being a member of Coucou Loulou are subject to availability and may change from time to time. iii. Cheques payments are not accepted by Coucou Loulou. iv. You understand that student places are allocated from year to year, and that you MUST provide Coucou Loulou with written notice of withdrawal from the programme AT LEAST THREE WEEKS BEFORE THE END OF TERM, otherwise you will be liable for the full term's fees for the forthcoming term. You also understand that you will be asked to complete a Leavers Form in order to close your account with us and provide useful feedback. If you fail to notify us of withdrawal, you will still be liable for fees due as follows: • 25% if you let us know after the withdrawal deadline but before the fee payment deadline; • 50% if you let us know before the payment deadline but don't pay until after the deadline; • 100% if you pay after the start of term. vii. You understand that all fees are non-refundable. Once term has started, all fees are considered due and non-refundable. This is true even if you decide to withdraw your child from the activity.

C. TERM DATES AND TIMETABLES i. The Term Dates for each academic year shall be provided during the preceding Summer. Timetables may differ from year to year and the Coucou Loulou schedule is subject to change. ii. It is your/the student's responsibility to ensure attendance at Coucou Loulou on the correct dates and at the appointed times. You understand that there are no make-up lessons and no refunds for missed or shortened lessons. iii. You understand that Coucou Loulou delivers a "holistic" approach to French learning and that Coucou Loulou may schedule off-timetable days and other activities designed to enhance students' French education as part of the schedule which may impact upon student lessons. There will be no make-up lessons or refunds for missed or shortened lessons as a result of such activities, or changes to the schedule. iv. As part of the terms and conditions of our rental of our different venues, we must vacate the premises when required. In the unlikely event that a session should be cancelled beyond the control of Coucou Loulou, there will be no make-up lessons or refunds for missed or shortened lessons as a result of such an incident.

D. CONTACT AND COMMUNICATION i. Coucou Loulou is a small business which depends upon a variety of social media and electronic communication to remain in contact with parents/guardians and students. As part of your attendance at Coucou

Loulou, you agree to sign up to Coucou Loulou Instagram page and other Social Media, so that Coucou Loulou can update you with important information about your programme and relevant programme deadlines. From time to time, other forms of communication may be used including, but not limited to, texting, letter, email. ii. You agree to ensure that Coucou Loulou has your personal email address to facilitate easy communication, and that such communication may contain important details about your relevant programme, and to make Coucou Loulou aware of any changes to your email address or other contact details. You may inform us to send communications to your work email address as well at your own discretion, but not at the exclusion of a personal email address. iii. You agree to notify Coucou Loulou should you not have access to the internet, so that Coucou Loulou may make provision to ensure that you are provided with paper copies of our communication relevant to your programme.

E. PERFORMANCE, TIMING AND CANCELLATIONS i. We aim for high standards in the provision of our Classes. Please contact us if you have any complaints or suggestions. ii. We may vary the time, date or venue of a Class or cancel a Class due to circumstances. Any change to a Class may be notified by any communication method notified to you (including by notice on our website or social media). You are responsible for checking the date, time and venue of a Class prior to attending. 3.4 If a Class is cancelled completely (rather than just changed), we will on request refund to you the price for that Class or offer you a credit for a future Class (at your option), unless the class is cancelled due to circumstances beyond our control.

F. THE CODE OF CONDUCT, RULES, REGULATIONS AND YOUR LIABILITY i. You and your child have read and understand the Code of Conduct and agree to follow and uphold it. You understand that membership in Coucou Loulou is subject to all Terms & Conditions and guidance material as outlined in the Coucou Loulou Handbook, and that these may change from time to time. You understand that should there be any conflict between an earlier version and a later version of any of these policies or Terms & Conditions, the most recent policies or Terms & Conditions shall prevail. ii. You agree to be wholly liable for any and/or all actions and/or omissions of the student and shall be liable for any liability, financial or otherwise, or injury or damage to property caused by the student whilst at the venue, and shall fully indemnify Coucou Loulou, their agents, contractors and/or employees for any loss, damage, costs or expenses resulting from such liability, injury or damage. iii. Students behaviour shall be subject to the Code of Conduct and the supporting "Three Strikes Policy." Any failure by the student to adhere to the Rules may result in his/her participation at the Coucou Loulou being terminated without refund and in such event the student may be sent home. iv. Coucou Loulou reserves the right to withdraw the student from any activity at any time on the grounds of safety or unsuitability.

G. MEDIA RELEASE PERMISSION FORMS i. You agree to the terms of the Photography Agreement Form which is part of the initial Registration Form you have

filled in ii. You acknowledge that Coucou Loulou may use for publicity purposes and without prior notification any photograph taken of the student at the Location, and/or during any Coucou Loulou activities and any statement (whether written or oral) made by you or the student in accordance with the Media Release Form. iii. The use of parental video and cameras is prohibited at Coucou Loulou events without prior consent being obtained or notice of permission given by Coucou Loulou. Where Coucou Loulou for pedagogical or publicity/marketing reasons wishes to record lessons or other events on film/video/dvd, written permission will be required from the parents/carers of each child involved, providing permission has not already been obtained through the Media Release Form. From time to time, recording of student lessons may be permitted. In such circumstances, details will be provided by Coucou Loulou as to the conditions under which recordings/ photographs may take place, and you agree to abide by the conditions outlined by Coucou Loulou.

H. TEACHING PRACTICE AND STUDENT PROGRESSION i. With the exception of lessons provided to children aged 0 to 3 - during which parents presence is required, you will not be permitted to attend the student's lessons or other activities unless specifically authorised by invitation by Coucou Loulou and subject to presentation of a current Enhanced DBS check. You and siblings of the student, or other students currently not engaged in the activity will be required to wait outside the Location as specified by Coucou Loulou staff and any posted notices. ii. Students will not be permitted to leave the venue during the programme. Access to the building is not permitted to any adults other than Coucou Loulou and Elizabeth House staff, where applicable, and you agree to abide by any rules required by the Location in this respect. iii. All Parents/Guardians are responsible to ensure the safe collection and/or transportation of their students from the Coucou Loulou venue. You **MUST** inform Coucou Loulou staff if you will be late for any reason. Coucou Loulou cannot be responsible for students who are not collected by their responsible parent/guardian once their timetable has been completed. No students will be permitted on site after 6.30 pm under any circumstances. iv. All students will be required to be responsible for their own tuition material during the duration of the programme. Coucou Loulou is under no obligation to provide photocopies or any other material for student lessons and will not be held responsible or liable for loss. v. You understand that students shall progress through the age ranges of the programme in accordance with the recommendations of the student's leader and Coucou Loulou's director. Students will be required to be of an appropriate skill level and age **BEFORE** they will be allowed to progress.

I. LIABILITY i. Coucou Loulou shall not be held liable in respect of any personal injury or loss as a result of you or the student failing to carry out instructions or procedures required by Coucou Loulou in the course of the activities at Coucou Loulou. ii. Where Coucou Loulou provides, in connection with the provision of the Services, any goods

or equipment or services supplied by a third party, Coucou Loulou does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise. iii. Coucou Loulou shall have no liability to you or the student for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, inaccurate or illegible, or arising from the student's late arrival or non-arrival, or any other fault of you or the student. iv. Coucou Loulou shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of Coucou Loulou's obligations in relation to the activities, if the delay or failure was due to any cause beyond Coucou Loulou's reasonable control. v. Coucou Loulou reserves the right to alter programmes, activities, schedules, age brackets, premises and personnel as it thinks fit and without notice. vi. Coucou Loulou will not be bound by any statement unless it is in writing and authorised by a member of staff at Coucou Loulou.

J. MEDICAL AND BEHAVIOURAL i. Any medical or behavioural problems of the student known to you must be notified to Coucou Loulou in writing on the Registration Form, and in any event prior to the commencement of the student's attendance at Coucou Loulou. You agree to provide Coucou Loulou with accurate Emergency Contact details when registering for the programme and to notify Coucou Loulou of any changes to student's medical or behavioural status. ii. In the event that the student becomes ill or incapacitated, you agree to first aid treatment being given to the student if required. iii. In accordance with Coucou Loulou's Three Strikes Policy, Coucou Loulou reserves the right to refuse attendance by a student on the grounds that any such medical or behavioural problems are not conducive to the student's or other students' participation in Coucou Loulou.

K. JEWELLERY, VALUABLES AND LOST PROPERTY i. Coucou Loulou will not be liable for any item of jewellery or valuable property brought to the venue by the student. ii. Students must not wear jewellery whilst taking part in physical activities. If a student is instructed to remove jewellery at any time, Coucou Loulou will not be responsible for its safekeeping. iii. Coucou Loulou will not be responsible for any property left at the venue (by the student or otherwise), and may dispose of any such property if not claimed and collected by you within fourteen days of the end of the Term.

Privacy Policy

Updated: 05.04.2020

This Privacy Policy describes how Coucou Loulou ("we", "us" or "our") collect, use and store customers' ("you" or "your") personal information.

Data Collection:

We may collect personal information when you:

- Enquire about classes
- Sign up to classes
- Fill in our contact form

We only collect information which you provide via email, phone or in person, such as:

- Your name
- Your address
- Your email
- Your phone number
- Your child's name
- Your child's date of birth

In case you use the Coucou Loulou website to contact us, personal information might also be collected by Coucou Loulou.

Using your data

We may use your personal information to:

- Process and respond to your enquiry
- Book you in for a class
- Provide you with information regarding class themes, term dates, prices, our class timetable or upcoming events (such as new classes or holiday camps)
- Contact you when class re-bookings are due
- Send you payment details, invoices and receipts
- Communicate class cancellations or changes.

These reasons are the legitimate interests constituting the lawful basis for collecting your personal information and allow us to provide our services to you.

We do not share your personal information with any other third party unless given explicit consent by you or if legally obligated to do so.

Storing your data

Your personal information is being disposed of after a maximum of 5 years or when you have explicitly stated that you are no longer in need of any of our services.

We are taking technical, administrative and physical measures to protect your personal information and keep it safe from misuse, loss or unauthorised access.

You have the right to request a copy of the personal information we hold about you. You can also request that we delete your personal information at any time, however this may affect the services we provide you with.

We keep our privacy policy under regular review and will provide an updated policy when changes are made. This privacy policy was last updated on 5th April 2020.

In case you have to contact us regarding requests or questions, hello@coucouloulou.com