**TERMS AND CONDITIONS**

Create Mate Terms and Conditions (the "Terms and Conditions")
Please note that we have made some changes to our sessions and polices because of Covid-19. Until further notice, special terms and conditions apply that reflect those changes. These special terms and conditions affect booking and payments, your eligibility to attend classes, our use of your personal data, and our cancellation and refunds policy. Please read the “Covid-19” section below for more details.

Getting in touch

Create Mate is a sole trader established as Danielle Kanakam in England and Wales ("Create Mate"). Please contact the following email address should you wish to discuss these Terms and Conditions: danielle@createmate.co.uk.

General

In these Terms and Conditions, when we refer to "we", "us" or "our", we mean Create Mate; and when we refer to "you" or "your" we mean you, the person making a booking.

At Create Mate we want to ensure that both you and your child/children receive all the information, help and instruction you need to make cherished artwork. Create Mate sessions are held in venues with hard floors so you may like to bring a small blanket to sit on should you find this more comfortable. The Create Mate environment is relaxed and social however, to ensure instructions as to what to do at all stages is heard by everyone, we ask that quiet is respected when necessary.

The session leader will start on time, and we ask that you arrive at least 5 minutes before your session to avoid any disruption during the session. We ask that no food is consumed during the Create Mate session, unless for medical reasons. You must follow and comply with the reasonable instructions of the session leaders during any Create Mate session.

Health & Safety Notice

Risk assessments are undertaken by your session leader at every Create Mate venue. As parents and carers we are sure you are aware that although every effort is taken to ensure that our environment is safe and the equipment used are in good condition and age appropriate, accidents can occur to little ones. So please ensure that you supervise your child at all times during the session as Create Mate cannot be held responsible for accident or injury incurred during our classes or at any other time in our venues, other than as set out in these Terms and Conditions or as required by law.

Hygiene in our Sessions

All our session leaders are equipped to wipe down, clean, wash and sanitise relevant equipment and the session room between sessions. We wash aprons and replace/check quality and cleanliness of all our equipment regularly and every piece of equipment is cleaned and sanitized between sessions. Should you spot equipment that is faulty please notify a member of staff immediately so that it may be removed from use.

For Health and Safety purposes we are required to inform you of the following:

By enrolling in Create Mate you are agreeing to assume responsibility for overseeing the safety of your child during your session. Although we try our best to provide a safe environment, we do not assume liability for the health and safety of you or your family.

If your child of under 3 years is likely to be attracted to some of our equipment which may contain small parts. Please be aware that we do not recommend allowing your child to put equipment into his/her mouth.

Booking/Payments

Booking operates on a first come, first served basis. Places are not guaranteed; they are subject to availability and will ordinarily be allocated via an online booking system. Weekly classes are payable in advance for a "half term" (usually about 7 weeks, although just check with your session leader for term dates). We will begin the series of classes on the date set out in the booking. The estimated end date for the half-term is as notified to you during the booking process. We will ordinarily notify you by email if we accept your booking offer, at which point a contract will be formed between us in respect of the series of classes notified to you during the booking process. If we do not accept your booking offer, we will return your payment in full. If payment is taken in person, then a contract will be formed between us at the point that payment is first made by you to us by whatever means.

If you wish to re-enrol for the following half term, we will attempt to reserve your place if the half termly payment is received by the advertised date. In the unlikely event that we are unable to reserve you a place, then we will return your pre-payment in full. Places are limited and so we always recommend that you pre-pay for each half term even if you are a regular of Create Mate. If you have missed the re-enrolment date and wish to continue with us, please contact your session leader as soon as possible.

Refunds/credits are not given once the half-term has started, other than in the circumstances outlined below, if you miss a class due to sickness or holidays it cannot be refunded, transferred, or carried over to the next course. If we must cancel or make a change to the time of a class, and you are unable to attend the rearranged session(s), then we will refund you a pro-rata share of your payment which relates to those session(s). If we do need to change a venue, then we will do our best to find an appropriate replacement in an appropriate location.

Cancellation: if you cancel your place at least one week before the half term begins your session leader will refund your half-termly fee, but this will be subject to a £10.00 administration fee. No refunds will be made after this period. If you cancel your place during the half term, then no refund can be given.

Sickness: if your baby/child is sick please feel free to message and let us know. If it is likely to be a long-term illness then please discuss with your session leader as refunds and credits for long term illnesses are discretionary.

A NOTE about adverse weather: refunds will not be given in the event of adverse weather conditions. Always liaise with your session leader or check your local Facebook page for updates regarding the safe access to venues and subsequent class cancellations.

COVID-19

Until further notice, every Create Mate session will be run in accordance with the applicable UK Government guidelines in relation to COVID-19 (the "UK Government Guidelines"), which are in place at the time of the relevant Create Mate session. While we will do everything possible to keep our sessions fun and enjoyable for you and your little one, you acknowledge that we will have to make some changes to our sessions to comply with the UK Government Guidelines.

*Should you attend?*

You must not attend any Create Mate Session if:

1. you or your child has a high temperature, a new, continuous cough, a loss of, or change to, your sense of smell or taste, or any other symptoms described in the NHS COVID-19 Symptoms Guidance; and/or

2. you or your child, other family members or anyone else that you have been in close contact with someone that has displayed COVID-19 symptoms or has tested positive for the virus,

By booking a Create Mate session you are declaring that to the best of your knowledge you and your child do not have Covid-19 and have not been in close contact with anyone that has Covid-19.

*Our Responsibility*

Although your session leader will take every reasonable measure to limit COVID-19 infections, you are wholly responsible for you and your child's safety and wellbeing during your Create Mate session. Neither your session leader nor Create Mate accepts any responsibility if you and/or your child becomes unwell following a Create Mate session.

Other Illness

Please do not attend sessions in the event of your child being unwell. We wish them better of course but must ensure the risk of infections or communicable diseases spreading is isolated. If your child contracts an infection, please inform your session leader regarding the nature of the infection so that they can inform other parents.

Please refrain from attending sessions if:
• Your child has a fever or has had a fever within 24 hours of the session
• Within 48 hours of the session, your child has had an upset tummy and/or diarrhoea
• Your child is showing symptoms of the following: (taken from the NHS Website – please see further details)

Chickenpox
Measles
Mumps
Slapped cheek disease (also known as fifth disease or parvovirus B19)
German measles (rubella)
Whooping cough
Hand, foot and mouth disease
Impetigo
Scarlet fever
Norovirus (vomiting bug)

Insurance and DBS

Session leaders have public liability cover with a value of up to £5,000,000, along with a valid Disclosure and Barring Service (DBS) check.

Safeguarding Children

Create Mate takes child protection very seriously and we adhere to a company safeguarding policy.

Intellectual Property

Many elements of the Create Mate sessions are subject to intellectual property rights (including copyright and related rights) and it is therefore forbidden to copy and/or reproduce any part of the session protected by intellectual property rights without our prior written permission.

Video/Photos

Filming and photos of your child/children during class is permitted, however please be sensitive to other families who may not wish their child to be filmed or photographed. The Create Mate session leader may request that photography or filming is stopped. Their decision is final, and continued participation in the class is contingent upon complying with the session leader's instructions.

We will sometimes request that promotional film and photography is taken during classes, but we'll give you due notice and permission will be sought from families in advance.

By booking with us you agree to the terms and conditions and take full responsibility for the wellbeing of your child/children during classes.

Breaches of these Terms and Conditions

If you breach these Terms and Conditions, we may immediately do any or all of the following:
• issue a warning to you;
• temporarily or permanently withdraw your right to attend Create Mate sessions without refunding or compensating you;
• issue legal proceedings against your for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs); and/or
• take further legal action against you.

Changes to these Terms and Conditions

We may make changes to these Terms and Conditions from time to time (if, for example, there is a change in the law that means we need to change these Terms and Conditions) but the Terms and Conditions applicable at the time of your booking will apply to that booking.

Other information

Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

There are certain circumstances outside of our control in which we may be unable to deliver the Create Mate sessions to you. These are known as "force majeure" circumstances, and include the following: fire, flood, lightning, storm, earthquake or other similar event or Act of God, national emergency, war, act of terrorism, riot or criminal act or damage, strike, lockout or other industrial action, communication failure or any other event beyond our control. In these force majeure circumstances, we will make efforts to supply the Create Mate sessions in the same place, but where we are unable to, our obligations to you under this contract will be suspended, and our inability to provide the services will not constitute a breach of these Terms and Conditions.

These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

Please note that we have also published our Privacy Policy and Terms of Use on our website, which apply to any booking and whenever you access our website. We will use any personal information that you provide us with in accordance with our Privacy Policy.

To the extent that these Terms and Conditions conflict with any other terms and conditions which apply to you as part of our booking process, these Terms and Conditions shall take precedence.