

# Boppin' Bunnies



Professional music specialists for the under 5s

Thanks for choosing a Boppin' Bunnies Music Class for your little one.

To ensure the smooth running of all our sessions, here is a little guide to how our Classes work (page 1), details of our payment options (page 2), our Instrument Safety Policy (page 2), and the Boppin' Bunnies terms and conditions (pages 3-5).

## About Boppin' Bunnies Music Classes

- ❖ Boppin' Bunnies Classes are an all-inclusive, interactive experience so parents, carers, children & younger siblings can enjoy music making together and it becomes a weekly shared, family activity. We give the adults instruments as well as the children and encourage grown-ups to play, dance, and interact with their little ones throughout the session. There's no sitting back and watching so please come ready to sing your heart out, tickle your little ones and make them laugh, jump up on your feet and swing them round, lie down on the mats with them and participate fully in our high energy sessions!
- ❖ Research has shown that at this young age children struggle to focus on an activity if the level of background noise is too high, so we do ask that **chatting during the Class be kept to a minimum**. We don't want to be party poopers and stop you making friends, but we ask that talking be kept to the natural gaps in the Class (for example, when instruments are being given out or tidied up) then when the teacher calls for attention again, the chatting dies down and people join in and sing. This not only makes a nicer Class for everyone but also saves our teachers losing their voices by shouting over constant background noise. At Boppin' Bunnies we have strong belief in the human voice and community singing as a tool to bring people together, and your child likes nothing better than hearing you sing! We make no judgments about anyone's voice, we promise! Enthusiasm is much more important to us than vocal ability!
- ❖ **We try to start all our Classes promptly** and ask that everyone try and arrive 5 minutes before their Class is due to start. We know firsthand how hard it is to leave the house with toddlers and babies (it's a total nightmare some days!), but if everyone arrives on time it means all our Classes run smoothly and to schedule. It can also be disruptive and upsetting to new children to have latecomers arriving once Class has started, as it takes them a while to settle in and get to know us. It is possible that Drop-In customers may not be admitted if arriving late.
- ❖ **We use real instruments for all our Boppin' Bunnies Classes** as we don't like cheap plastic toy instruments that don't have the richness in sound that our lovely real instruments have. We have a strict Instrument Safety Policy that you can read on page 2 and by attending Boppin' Bunnies you are giving your consent to help supervise your little one in the safe use of our instruments, including keeping them out of younger ones mouths.
- ❖ On arrival please let the teacher know you are there, so they note you in the register and **remove shoes** before coming to sit on our Boppin' Bunnies mats. Please **do not bring food onto the mats** (if you need to give a quick snack please let your child eat it at the side of the hall then come back to the matted area). Please **refrain from talking on mobile phones** during Classes.
- ❖ From time to time we will take photos or video footage of Classes in action for training, general promotion purposes and media. If you do not wish to be included in any photography with your child please inform us in writing.
- ❖ Because of the physical nature of our Classes and the age range of the children, a Class Teacher may, from time to time, use physical contact with the children within the session. By attending our Classes you give you consent for this.
- ❖ When you attend a taster session we will add you to our mailing list for the Boppin' Bunnies Monthly Newsletter to receive information about upcoming special events and Classes. You can unsubscribe from this at any time by emailing [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk).
- ❖ Boppin' Bunnies promote equality for our parents and children. Any type of racial language or abuse is not tolerated and will be treated very seriously.

## **PAYMENT OPTIONS**

### **Book per Term:**

#### **£8.00 per Class for full Term bookings or bookings over half a Term**

(e.g. £96 for 12 weeks, £88 for 11 weeks etc.) (Siblings receive 50% discount if attending with brother/sister)

### **Book per Half Term:**

#### **£9 per Class for half a Term bookings or less**

(e.g. £54 for 6 weeks) (Siblings receive 50% discount if attending with brother/sister)

### **Drop-In Classes**

We understand that registering for a Class in advance is not always practical so we offer a flexible Drop-In Class option where possible. Following the commencement of each Term, and subject to the availability of each Class, we will open a selection of Drop-In Classes. The timetable of Classes available on the Website will show Drop-In Classes highlighted in **BLUE**.

**£10 per Class/£15 for two siblings/£20 for 3 siblings** ([please book through Happity](#))

- ❖ Please note: if a Class becomes full with pre-registered customers over the course of the Term, it will turn from blue to black on the website timetable so please check there before you come to Drop-In!
- ❖ If you have a younger baby in tow, please feel free to bring them along with you. Baby siblings attend free of charge until they are 6 months old if attending with their brother/sister. If your little one turns 6 months in the middle of a Term we offer a 50% discount for siblings, so please let your Class Teacher know and they will calculate the amount to add on for you.
- ❖ Payments are due at the start of term or the week after your taster class. Late payments (after 2 weeks of non payment) will incur a £5 late payment charge.

## **INSTRUMENT SAFETY POLICY**

- ❖ In our Boppin' Bunnies Classes we use real instruments rather than the plastic toy ones you would find in a toy shop.
- ❖ We encourage the children to listen, play, touch, and experience the different timbres and textures of the instruments, and they respond brilliantly to the variety of rich sounds and vibrant colours.
- ❖ However, because our instruments are real and come direct from music shops and stockists we ask the adults to supervise and participate with their little ones to ensure we are all using them safely. We regularly test our equipment for durability, but all our lovely instruments must be played under supervision, following the directions given to adults by your Class Teacher. Boppin' Bunnies cannot be held responsible for any misuse of the instruments outside of this supervision. Please exercise all due care and diligence when supervising small children with any instruments that contain small parts. Musical instruments are not made to withstand misuse of any kind, including eating!
- ❖ In our sessions parents and other chaparones are responsible for their children at all times and remain in loco parentis throughout the Class. By attending Boppin' Bunnies you are confirming that you are happy to participate and accept responsibility for supervising the little ones with the instruments throughout the session especially little ones under 18 months.
- ❖ Our instruments are real instruments and therefore not recommended for unsupervised play for under 3's and are not suitable to be put in the mouth due to small components. They are lots of fun and can be very stimulating for the younger ones when used in a supervised educational setting such as ours. As with all instruments please use responsibly.
- ❖ If a Class Teacher observes a child endangering themselves or others during the session, they will remove the instrument from the child but parents and other chaparones remain in loco parentis and primarily liable for such supervision.
- ❖ All participants take Boppin' Bunnies Classes at their own risk and whilst we take every possible step to make everything we do as safe as it can be, Boppin' Bunnies can accept no liability for any injury or damage suffered by any participant or any other person in Class.

## BOPPIN' BUNNIES LIMITED – TERMS AND CONDITIONS

number 06100021 with the registered office of 218 Well Hall Road, Eltham, London SE9 6ST;

IMPORTANT NOTICE: TO PROTECT YOUR OWN INTERESTS YOU MUST READ AND UNDERSTAND THE FOLLOWING IMPORTANT TERMS AND CONDITIONS BEFORE BOOKING CLASSES.

If you are uncertain as to your rights under these Terms or you want any explanation about them please email us at [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk).

### 1. INTRODUCTION

- 1.1. These Terms explain how you may purchase our Services. You should read these Terms carefully before buying our Services. When buying the Services or attending any Class you agree to be bound by these Terms and the documents referred to in them. If you do not agree with or accept any of these Terms, you will not be allowed to purchase the Services unless we agree otherwise.
- 1.2. These Terms are only available in English. No other languages will apply to these Terms.
- 1.3. The details of these Terms will not be filed with any relevant authority by us. If you need any further information on these Terms or any Class Reservations you have placed with us, please email us at [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk)

### 2. DEFINITIONS

The following words have these meanings throughout these Terms:

<b>Class</b>	means each individual lesson or event provided by us including any Drop-In Class or taster event;
<b>Class Reservation</b>	means your reservation or booking for the Services (whether a single Class, multiple Classes, a half-Term or a full Term);
<b>Class Teacher</b>	means the specially-trained teacher leading each Class;
<b>Contract</b>	means the legally-binding agreement between you and us for the provision of Services which incorporates these Terms;
<b>Drop-In Class</b>	means a Class which may be attended without a Class Reservation or advanced payment;
<b>Force Majeure Event</b>	means any event affecting our performance of our obligations arising from any act, events, omissions, happenings or non-happenings beyond our reasonable control including (but without limiting the above) non-availability of premises for any reason, change in government regulations, internet issues, fire, flood or any disaster or an industrial dispute affecting a third party;
<b>Services</b>	means the provision of music lessons to children aged five and under with the purpose of teaching music and raising musical appreciation and social inter-action, using our bespoke method and proprietary music;
<b>Term</b>	means a period during which Classes may be booked as set out on the Website;
<b>we, us or our</b>	means Boppin' Bunnies Limited, a company incorporated in England and Wales under

**Website**

means [www.boppinbunnies.co.uk](http://www.boppinbunnies.co.uk); and

**you or your**

means the person buying the Services and any attendees at any Classes.

### 3. APPLICATION OF THESE TERMS AND CONTRACT FORMATION

- 3.1. Any estimate or quote provided by us for the provision of Services prior to your submitting a Class Reservation is not a binding offer by us to supply Services.
- 3.2. When you submit a Class Reservation to purchase Services from us, you are just making a binding offer to purchase those Services in accordance with these Terms.
- 3.3. After you have submitted a Class Reservation, we can email you an acknowledgement of receipt of your Class Reservation, but this does not mean that your Class Reservation has been accepted by us.
- 3.4. We can reject any Class Reservation submission in our sole discretion for any reason, although we may inform you of the reason for our decision which may be due to availability of resources, a price or description mistake, scheduling, payment issues or other reason.
- 3.5. A Contract will be formed for the Services you have requested, only on our sending an email to you saying that your Class Reservation has been accepted.
- 3.6. We acknowledge that, where a Drop-In Class is available, you will not have submitted a Class Reservation in advance of the Class. On such occasions, a Contract will be formed for the Services once you have been provided with a copy of these Terms, you have paid the applicable Drop-In Class fee and the Class Teacher has verbally confirmed acceptance of your attendance at the Class.
- 3.7. No variation of the Contract, whether about description of the Services, price or otherwise, can be made afterwards unless the variation is agreed by you and us in writing and signed by each of us or someone each of us has authorised to sign on our behalf.

### 4. FEES

- 4.1. The fees for the Services will be as set out on page 2 and the Website at the time of your Class Reservation.
- 4.2. The fees include VAT at the rate applicable at the time of your Class Reservation. If the rate of VAT increases before or after we accept your Class Reservation, you will pay the amount of the VAT increase otherwise we will reject your Class Reservation and tell you that.

### 5. PAYMENT

- 5.1. You must pay for the Services prior to the delivery of the Services. Payment may be made at the Drop-In Class or in advance, in accordance with the fees for the Services as set out on page 2 and on the Website.
- 5.2. Payment can be made using the following methods (i) online via our Happy Booking system, (ii) by bank transfer using the details provided by us.
- 5.3. Please note that the fee for Drop-In Classes must be paid online via our Happy Booking system or in cash to the relevant Class Teacher (our website will clearly state whether you need to book through Happy or contact the teacher directly).

## 6. PERFORMANCE OF SERVICES

- 6.1. We shall endeavor to perform the Services and provide Classes in accordance with the Class timetables set out on the Website but the timetable is provided for indicative guidance only and time shall not be of the essence of this agreement.
- 6.2. Whilst we endeavor to begin all Classes promptly we may delay the start of a Class of any reason and do not accept liability for any such delay even if this means that you may be obliged to leave a Class early. Where a Class does not take place our sole liability is to provide you with an alternative time and date for such Class within a reasonable time. If we do not do so we may at our option refund the price of the Class.
- 6.3. Our performance of the Services might be affected by events beyond our reasonable control. In such circumstances, there might be a delay before we can recommence the Services, having made reasonable efforts to limit the effect of any of those events and having reasonably kept you advised of the circumstances, but we will attempt to recommence the Services as soon as those events have been resolved. If a Class is cancelled because of such an event, we shall inform you of the time, date and venue of a mutually convenient alternative Class for you to attend, for which you shall not be required to pay an additional fee. An example of an event which can be outside our reasonable control is where weather conditions make it impossible or unsafe for us to perform the Services, or we are unable to gain access to the premises in which a Class is to be held, at the times we had anticipated.
- 6.4. We shall not be liable to you for any delay in or failure to perform the Services as a result of a Force Majeure Event.

## 7. CONFORMITY GUARANTEE

- 7.1. We have a legal duty to supply the Services in conformity with the Contract. We will not have conformed if we have not complied with term 7.2 below.
- 7.2. The Services will be provided with reasonable skill and care and in the manner as described, and subject to any further terms and conditions set out on the Website.

## 8. COMPLIANCE WITH CLASS RULES

By entering into this Contract and requesting us to perform the Services, you hereby agree to conform to all rules and Class standards as set by the Class Teacher, and to comply with the class etiquette guidelines set out on page 1, and the Instrument Safety Policy set out on page 2.

## 9. EXCLUDING LIABILITY

- 9.1. We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud or fraudulent misrepresentation.
- 9.2. Subject to term 9.1 above, we will not accept liability for:
  - 9.2.1. any loss, costs, claims, damages or expenses of any nature suffered by you or any attendee of any Class arising out of or in connection with any act or omission by us or any breach of these Terms or any act, misrepresentation, error or omission made by us or on our behalf; or
  - 9.2.2. any indirect, special or consequential loss or loss of earnings or profit and whether or not such loss or damage was reasonably foreseeable.

- 9.3. Notwithstanding term 9.2 above, but subject always to term 9.1, our aggregate liability to you under these Terms in relation to any Class Reservation or otherwise shall be limited to the amount of fees you have paid for the Services.

## 10. DURATION, TERMINATION AND SUSPENSION

- 10.1. The Contract continues as long as it takes for us to perform the Services.
- 10.2. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 3 days of the written notice.
- 10.3. On termination of the Contract for any reason, any remaining rights and liabilities of you and us will not be affected.

## 11. CANCELLATION AND REFUNDS

- 11.1. You can withdraw your Class Reservation by telling us of your decision to withdraw before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability to us.
- 11.2. Once the Contract is made, no refunds will be offered for Classes you do not attend ('Missed Classes'). You will be entitled to attend an alternative Class instead of the Missed Class provided such Class is not fully booked and it is in the same Term as the Missed Class. You are not permitted to carry over the Missed Class to a later Term.
- 11.3. When entering into this agreement as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations') apply. In accordance with the Regulations we must not commence the supply of our Services to you for a period ending 14 days after your Class Reservation is accepted by us, unless you expressly agree for us to commence service sooner.
- 11.4. Please note that by signing up for our Services or attending a Class you expressly agree to us commencing supply of the Services before the cancellation period has expired. As a result you will not have the right to cancel your Class Reservation under the Regulations.
- 11.5. For the avoidance of doubt, if you use the Services in the course of business, you will be treated as a non-consumer and statutory consumer protection will not apply to this Contract.

## 12. GOVERNING LAW, JURISDICTION, COMPLAINTS AND CODES

- 12.1. This Contract will be governed by the law of England and Wales.
- 12.2. Disputes can be submitted to the exclusive jurisdiction of the courts of England and Wales.

## 13. PRIVACY AND COOKIE POLICY

- 13.1. We take your privacy very seriously. We ask that you read this Privacy Policy carefully as it contains important information about what to expect when we collect personal information about you and how we will use your personal data.
- 13.2. This policy applies to information we collect about visitors to our Website and people who register for our Services.
- 13.3. **The information we collect about you**

When you register for our Services we collect certain personal information from you which may include the following name, postal address, email address, telephone number, your child's

personal details, including name and age, and your credit card number and expiry date.

#### 13.4. How we will use the information about you

13.4.1. We require this information to allow us to process your registration, process any Class Reservations you may make and provide the Services requested. The relevant information is then used by us to provide you with statements of your account and to communicate with you on any matter relating to the conduct of your account and the provision of the Services in general. If you agree, we may also contact you about products and other services we think may be of interest to you.

13.4.2. We may also use aggregate information and statistics for the purposes of monitoring Website usage in order to help us to develop our Website and our Services. We may also provide such aggregate information to third parties. These statistics will not include information that can be used to identify you.

13.4.3. From time to time we may provide your information to our customer service agencies for research and analysis purposes so that we can monitor and improve the Services that we provide. We may contact you by post, email or telephone to ask you for your feedback and comments on our Services.

#### 13.5. Marketing

13.5.1. We may also provide you with information about special features of our Website or any other service or products we think may be of interest to you. If you would rather not receive this information, please send an email to [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk). If you agree to us providing you with marketing information, you can always opt out at a later date.

13.5.2. We may also want to provide you with related information from third parties we think may be of interest to you. If you would rather not receive this information, please send an email to [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk). If you agree to us providing you with third party marketing information, you can always opt out at a later date.

13.5.3. We may also provide your information to carefully selected third parties whose products or services we believe may be of interest to you. If you do not wish us to disclose your information in this way, please send an email to [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk).

#### 13.6. Our use of cookies

Cookies are small text files placed on your computer (or other electronic device) when you access our Website to collect standard internet log information and visitor behaviour information. The information is used to track visitor use of the Website and to compile statistical reports on website activity. For further information about cookies visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org). You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser.

#### 13.7. How we protect your information

13.7.1. We have put in place the following security procedures and technical and organisational measures to safeguard your personal information including: firewalls, encryption, limited access,

use of passwords, secure coding practices, regular patching and maintenance.

13.7.2. We will use all reasonable efforts to safeguard your personal information. However, you should be aware that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal information which is transferred from you or to you via the Internet.

#### 13.8. Access to your information and updating and correcting your information

13.8.1. You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please send an email to [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk) or send a letter to 218 Well Hall Road, Eltham, London SE9 6ST. We may make a small charge for this service.

13.8.2. We want to ensure that your personal information is accurate and up to date. If any of the information that you have provided to us changes, for example if you change your email address, name or payment details, or if you wish to cancel your registration, please let us know the correct details. You may ask us, or we may ask you, to correct information you or we think is inaccurate, and you may also ask us to remove information which is inaccurate.

#### 13.9. Sale of business

If our business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

#### 13.10. Your consent

By submitting your personal information you consent to the use of that information as set out in this policy.

#### 13.11. Changes to privacy policy

We keep our Privacy Policy under regular review. If we change our Privacy Policy we will post the changes on this page, and place notices on other pages of the Website, so that you may be aware of the information we collect and how we use it at all times. This Privacy Policy was last updated on 28<sup>th</sup> May 2015.

#### 13.12. How to contact us

We welcome your views about our Website and our Privacy Policy. If you would like to contact us with any queries or comments please send an email to [info@boppinbunnies.co.uk](mailto:info@boppinbunnies.co.uk).

#### 13.13. Links to other websites

Our Website contains links to other websites. This Privacy Policy only applies to this Website so when you access links to other websites you should read their own privacy policies.