

ClassForKids – Organiser Terms of Use

ClassForKids is an online booking platform (www.classforkids.io) aimed at making Organisers' lives easier, built by coaches and parents for coaches and parents (**Platform**).

"You" or "you" or "Organiser" is a coach or club who registers with the Platform for the purpose of running the administrative aspects of their Classes (hereinafter defined) through the Platform.

"Parent" is an individual who visits the Platform and/or registers on the Platform.

We ask that you read through these Terms of Use which apply once you have created an account with us and govern:

- Your rights and responsibilities
- Our responsibilities to you
- The relationship between Parents and Organisers using the Platform

These terms apply to the use of the Platform and by accessing and using the Platform you agree to be bound by the terms set out below. If you do not agree to be bound by these terms, you may not use or access the Platform.

1. Who are we?

We are Access UK LTD (trading as ClassForKids), a company incorporated in England and Wales (Company Number 05575609) with a Registered Office at The Armstrong Building, 10 Oakwood Drive, Loughborough, LE11 3QF, United Kingdom.

We can be contacted at support@class4kids.co.uk and 0800 011 9443 and any mail can be addressed to our registered address or [6th Floor, Gordon Chambers, 90 Mitchell Street, Glasgow G1 3NQ].

We will also operate a live chat channel for Organisers to contact us direct.

2. Our Services

We contract with you to: (i) list your information and schedules for your events, classes, camps and groups for children (**Classes**); (ii) enable Parents to book Classes via the Platform and (iii) enable Parents to pay for the Classes (together the **Services**).

We aim to provide constant and uninterrupted access to the Services, but we do not take responsibility for issues outside our control, such as internet or connection issues. Specifically we do not guarantee that:

- the availability of the Platform on each and every device or platform all of the time;
- any technical issues that arise can be resolved quickly; and

- the Platform is error, virus or bug free.

3. Accessing the Services

If you would like to have your Classes listed on the Platform you will have to register for an account on the Platform (**Organiser Account**).

In order for you to create an Organiser Account, you must provide your:-

- email address and name
- club name
- system name

You warrant that the information which you are required to provide in the registration process is true, accurate, current and complete in all respects.

4. Your Organiser Account

On your Organiser Account, you will be able to:

- access the personal information of any Parent who registers their child for your Class(es)
- access the Child Profile of the child who has been registered for your Class(es), including emergency contact details, and medical information
- insert any specific terms and conditions which Parents must accept before registering for your Class
- register additional personnel to help run the Organiser Account (**Administrators**)
- send information and updates about Classes they have booked to Parents by email and/or text e.g. invoices, booking confirmations, payment receipts, cancellations, equipment requests, other specific reminders etc. (**Organiser Messages**)

In addition, you will be able to:

- record notes concerning any child (**Notes**)
- add the personal information of a Parent and their child who registers for your Classes outwith the Platform (**New Parent Details**);
- request additional information re: levels of ability, any specific access requirements etc

(**Additional Information**);

- download or export the personal data of any Parent and child registered for your Classes for your own legitimate business purposes i.e. class registers, data analytics etc. (**Class Data**).

Your Organiser Account is personal to you and cannot be assigned or transferred to anyone.

5. Personal Data

5.1 In the course of ClassForKids providing the Services, ClassForKids will process Your personal data and each party shall comply with the relevant Data Processing Addendum, as determined by clause 5.2.

5.2 The relevant Data Processing Addendum is determined by Table A below:

Organiser is incorporated in	Data Processing Addendum which applies
England and Wales	https://pages.theaccessgroup.com/UK-GDPR-Data-Processing-Addendum.html
Europe	https://pages.theaccessgroup.com/EU-GDPR-Data-Processing-Addendum.html

6. Platform Access Fees

Organisers shall pay ClassForKids a monthly fee for use of the platform (**Licence Fee**), plus % commission of payments processed (**Platform Fee**), as agreed, together forming the **Access Fees**. At the point at which your contract term expires ClassForKids reserves the right to make changes to either the Licence Fee or Platform Fee and will notify you in advance of any such change.

7. Payment for Classes

The Platform enables Parents to pay Class fees direct to the Club via online payment processor, Stripe. The fees paid as well as any information which you provide when registering for a Stripe Account will be governed in accordance with **Stripe's Terms and Conditions**.

Alternatively, other methods of payment can be arranged with Parents direct.

8. Marketing

We ask Parents for their express consent to receive email and/or text marketing messages from ClassForKids through the Platform. These messages will:

- keep Parents up to date with new Classes and Organisers as and when they join the Platform;
- suggest Classes which ClassForKids think might be of interest to Parents who are not currently in an active booking, but which are not necessarily linked to Classes they have booked; and

- present offers of products and services from selected third parties (together the **Marketing Messages**)

9. Our Intellectual Property

The following definitions shall apply to this clause:

Intellectual Property means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by the Supplier, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

You acknowledge that our rights to the Intellectual Property used in connection with the Platform, Services and our business and the goodwill connected with that (**ClassForKids Intellectual Property**) are our property.

You accept that:

- you are permitted to use the ClassForKids Intellectual Property only for the purposes of and during the term of these Terms of Use and only as authorised by us in these Terms of Use or otherwise in writing;
- other than to that extent, you have and shall have no right to use or to allow others to use the ClassForKids Intellectual Property or any part of it.
- you shall not seek to register any ClassForKids Intellectual Property on our behalf without the our express consent;
- you shall not use any trade marks, trade names or get-up which resemble the our trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
- you shall not remove or alter any trade marks, trade names, or logos used in connection with the Services and shall not use any trade mark or trade name of its own in connection with the Services;

- you shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the ClassForKids Intellectual Property; and

You shall notify us of:

- any actual, threatened or suspected infringement of any ClassForKids Intellectual Property of which you become aware; and
- any claim by any third party of which it becomes aware that the supply or advertising of the Services infringes any rights of any other person.

You indemnify us for all loss and expense arising out of or connected with any claim made against you for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with any use of ClassForKids Intellectual Property in accordance with these Terms of Use.

10. Our rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, the Platform (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Platform; and/or
- change these Terms of Use from time to time, and your continued use of the Platform (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using the Platform.

11. Your use of the Platform

You agree to use the Platform only for lawful purposes, and in a manner that does not infringe the rights of third parties, or restrict or inhibit the use and enjoyment of the Platform by any other user.

Specifically, you agree you shall not:

- use the Platform for the transmission of any spam or computer viruses
- do anything that brings (or in our opinion is likely to bring) ClassForKids into disrepute
- embed, upload, or make any of the Platform available via any third party platform, website or service without our prior consent
- copy, reproduce or otherwise publish any of our trademarks or logos

- frame the Platform on other websites without our express permission

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms of use by you or any other liabilities arising out of your use of the Platform, or the use by any other person accessing the Platform using your Organiser Account.

12. Breach of these Terms of Use

We will determine, at our sole discretion, where there has been a breach of these Terms of Use. Where we suspect that a breach has occurred, we may take such action as we deem appropriate which may include all, or any, of the following:

- Immediate, temporary or permanent withdrawal of your right to use the Platform
- Issue of a warning to you
- Commencement of legal proceedings against you
- Disclosure of information to law enforcement authorities

We exclude any liability for lawful actions taken by us in response to breaches of these Terms of Use and we reserve the right to seek compensation from you for any loss or damage we may suffer as a direct consequence of any breach by you of these Terms of Use.

If you breach any of these Terms of Use, and we choose not to take action against you, that does not necessarily mean that we will waive any subsequent breaches by you. In addition, if we do not exercise the entire remedy available to us, we may still do so at a later date.

13. Our Liability

In no event shall we be liable for any claims, loss or damage, arising out of or in connection with your use of, or inability to use, the Platform or your use of the Services, including, without limitation, direct or indirect loss, consequential loss or damage, loss of profit or goodwill, or for loss arising from any errors or omissions in the Platform.

Nothing in these terms of use excludes or limits any liability which may not be excluded by any applicable law.

14. No partnership or agency

Nothing in these Terms of Use is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

15. Severance

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of these Terms of Use.

16. Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with Scots law. All disputes arising from them shall be submitted to the non-exclusive jurisdiction of the Scottish courts.