

ClassForKids – Organiser Terms of Use

ClassForKids is an online booking platform (www.classforkids.co.uk) 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 Class4Kids Ltd, a company incorporated in Scotland (Company Number SC458210) with a Registered Office at 6th Floor, Gordon Chambers, 90 Mitchell Street, Glasgow G1 3NQ (**ClassForKids**). We can be contacted at support@classforkids.co.uk and 0800 011 9443 and any mail can be addressed to 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**).

Please note that the (i) Notes (ii) New Parent Details; (iii) the Additional Information and (iv) Class Data will be regarded as being Shared Personal Data (as defined below) that is controlled jointly by the Organiser and ClassForKids. Both parties shall be controllers under the Data Protection Legislation (as defined below) and the shared personal information shall be subject to the undernoted personal data sharing provisions.

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

5. Personal Data

This clause 5 sets out the framework for the sharing of personal data between ClassForKids and the Organiser as data controllers. We both acknowledge that one party (the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

The following definitions shall apply:

Agreed Purposes: the personal data is to be shared in order to help the Organiser deliver Classes effectively and efficiently through the Platform, to the benefit of the Parents and the Organiser.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

Permitted Recipients: The parties to these Terms of Use, the employees of each party, any third parties engaged to perform obligations in connection with these Terms of Use

Shared Personal Data: the personal data to be shared between the parties to these Terms of Use. Shared Personal Data shall be confined to the following categories of information:

- Emails
- Names
- Addresses
- Telephone Numbers
- Emergency Contact – name and number
- Health or medical information*

*We would remind you that personal data concerning health is a special category of personal data under GDPR. Processing special categories of personal data is generally prohibited. However, we have obtained the Parents' explicit consent to processing any special category personal data provided by them to us for the purposes of delivering the Services.

Together we shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate these Terms of Use with immediate effect.

ClassForKids and the Organiser shall:

- ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- give full information to any data subject whose personal data may be processed under these Terms of Use of the nature such processing. This includes giving notice that, on the termination of these Terms of Use, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- process the Shared Personal Data only for the Agreed Purposes;
- not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous

than those imposed by these Terms of Use;

- ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

ClassForKids and the Organiser shall assist each other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- promptly inform the other party about the receipt of any data subject access request;
- provide the other party with reasonable assistance in complying with any data subject access request;
- not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of these Terms of Use unless required by law to store the personal data;
- use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and
- provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

As required by law, we shall not retain any personal data for any longer than is necessary in light of the purpose(s) for which that data is collected, held, and processed. Different types of personal data,

used for different purposes, will necessarily be retained for different periods (and its retention periodically reviewed), as set out in our [Data Retention Policy](#).

Each party shall **indemnify** the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

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** [<https://stripe.com/gb/legal>].

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.