



Terms and Conditions

Updated: 18.05.2022

A. APPLICATIONS

- i. Applications are accepted at the discretion of LES CROCODILES and are not transferable.
- ii. LES CROCODILES cannot guarantee student progression. Students will only progress to the next level on the programme if they meet the requirements of that level.
- iii. 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 LES CROCODILES.
- iv. You understand that places are allocated on a first come basis. Being already a member of LES CROCODILES will not secure admission for the next term or year. LES CROCODILES may change this admission procedure from time to time.
- v. By submitting the Registration Form and/or based upon your attendance at the Saturday 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 LES CROCODILES.
- vi. On acceptance of your application, LES CROCODILES will issue an invoice. Failure to pay full fees may result in cancellation of the application.
- vii. LES CROCODILES may correct any typographical or other errors or omissions in any LES CROCODILES material relating to the application process without incurring any liability to you.

B. PAYMENT OF FEES

- i. You shall pay LES CROCODILES the Fees and any additional sums which are due.
- ii. The full Fees will be considered due as specified by LES CROCODILES, and must be received by LES CROCODILES **BEFORE** specified deadlines to avoid an additional late charge of £25. You may pay the membership fee online by: Direct Debit, Internet Banking (BACS) or by Credit or Debit Card (using PayPal). Yearly classes' fees are paid by Term in advance, unless otherwise agreed by LES CROCODILES. Any benefits received by you for being a member of LES CROCODILES are subject to availability and may change from time to time.

iii. LES CROCODILES shall not be responsible for any cash payment unless it is handed personally to the School Manager, one of the trustees, or other person so designated by LES CROCODILES.

iv. Cheques payments are not accepted by LES CROCODILES.

v. Yearly classes fees are paid by Direct Debit and there will be 3 instalments. The ENTIRE AMOUNT of fees due for the year will be considered due, regardless of the number of instalments. First fee instalment will be collected from your account prior to the commencement of the year for which they are due. Should you elect to leave before the end of the year and not to return for the following term, Direct Debit shall be stopped, provided that you have notified LES CROCODILES of your intention to leave the programme as outlined below.

vi. You understand that student places are allocated from the full year, and that you MUST provide LES CROCODILES with written notice of withdrawal from the programme by THE WEEK BEFORE LAST OF THE PRECEDING TERM, otherwise you will be liable for the full term's fees for the forthcoming term.

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.

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 LES CROCODILES schedule is subject to change.

ii. It is your/the student's responsibility to ensure attendance at LES CROCODILES 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 LES CROCODILES delivers a "holistic" approach to French learning and that LES CROCODILES 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 because of such activities, or changes to the schedule.

iv. As part of the terms and conditions of our rental of the School, we must vacate the premises when required. In the unlikely event that a session should be cancelled beyond the control of LES CROCODILES, 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. LES CROCODILES is a small charity which depends upon a variety of electronic communication to remain in contact with parents/guardians and students. As part of your attendance at LES CROCODILES, you agree to sign up to tools such ClassDojo, so that LES CROCODILES 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, Twitter, texting, letter or email.

ii. You agree that LES CROCODILES has your personal email address and your mobile phone number to facilitate easy communication, and that such communication may contain important details about your relevant programme, and to make LES CROCODILES 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.

iii. You agree to notify LES CROCODILES should you not have access to the internet, so that LES CROCODILES may make provision to ensure that you are provided with paper copies of our communication relevant to your programme.

iv. Les CROCODILES takes your privacy seriously and full details regarding the management of your personal information has been published on our website <http://www.les-crocodiles.org/privacy-policy-gdpr/> Please ensure you have read our policy in full.

E. 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 LES CROCODILES is subject to all Terms & Conditions and guidance material as outlined in the LES CROCODILES *Welcome Pack*, 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 LES CROCODILES, 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 LES CROCODILES being terminated without refund and in such event the student may be sent home.

iv. LES CROCODILES reserves the right to withdraw the student from any activity at any time on the grounds of safety or unsuitability.

F. MEDIA RELEASE PERMISSION FORMS

- i. You agree to the terms of the **Photography Consent Form** and will be required to sign the form as a condition of the student's attendance at the LES CROCODILES.
- ii. You acknowledge that LES CROCODILES may use for publicity purposes and without prior notification any photograph taken of the student at the Location, and/or during any LES CROCODILES activities and any statement (whether written or oral) made by you or the student in accordance with the **Photography Consent Form**.
- iii. The use of parental video and cameras is prohibited at LES CROCODILES events without prior consent being obtained or notice of permission given by LES CROCODILES. Where LES CROCODILES 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 Photography Consent Form and students are identifiable. From time to time, recording of student lessons may be permitted. In such circumstances, details will be provided by LES CROCODILES as to the conditions under which recordings/ photographs may take place, and you agree to abide by the conditions outlined by LES CROCODILES.

G. TEACHING PRACTICE AND STUDENT PROGRESSION

- i. With the exception of lessons provided to children aged 0 to 3 - during which parents' presence may be necessary, you will not be permitted to attend the student's lessons or other activities unless specifically authorised by invitation by LES CROCODILES or a member of the team. You and siblings of the student, or other students currently not engaged in the activity will be required to wait in designated areas of the Location as specified by LES CROCODILES and any posted notices.
- ii. Students will not be permitted to leave the venue during the programme. Access to the building is at the discretion of the School, and you agree to abide by any rules required by the Location in this respect. All students **MUST** wear the provided LES CROCODILES bracelet and parents **MUST** wear the provided lanyard with the Visitor's card to access the premises, **as specified in the Code of Conduct**.
- iii. You will be required to stay in the premises and look after any children or students aged 6 or below in your care. Should you designate a friend or other family member to look after these children, you **MUST** notify a member of LES CROCODILES staff.
- iv. All Parents / Guardians are responsible to ensure the safe collection and/or transportation of their students to and from the LES CROCODILES venue. You **MUST** inform LES CROCODILES staff if you will be late for any reason. LES CROCODILES 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 1pm under any circumstances.
- v. All students will be required to be responsible for their own notebooks and other tuition material during the duration of the programme. LES CROCODILES is under no obligation to provide photocopies or any other material for student lessons and will not be held responsible or liable for loss.

vi. You understand that students shall progress through the levels of the programme in accordance with the recommendations of the student's teacher and LES CROCODILES' school coordinator. Students will be required to be of an appropriate skill level and age before they will be allowed to progress.

H. LIABILITY

i. LES CROCODILES 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 LES CROCODILES in the course of the activities at LES CROCODILES.

ii. Where LES CROCODILES provides, in connection with the provision of the Services, any goods or equipment or services supplied by a third party, LES CROCODILES does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise.

iii. LES CROCODILES 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. LES CROCODILES 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 LES CROCODILES's obligations in relation to the activities, if the delay or failure was due to any cause beyond LES CROCODILES' reasonable control.

v. LES CROCODILES reserves the right to alter programmes, activities, schedules, age brackets, premises and personnel as it thinks fit and without notice.

vi. LES CROCODILES will not be bound by any statement unless it is in writing and authorised by a trustee of LES CROCODILES.

I. MEDICAL AND BEHAVIOURAL

i. Any medical or behavioural problems of the student known to you must be notified to LES CROCODILES in writing on the Registration Form, and in any event prior to the commencement of the student's attendance at LES CROCODILES. You agree to provide LES CROCODILES with accurate Emergency Contact details when registering for the programme and to notify LES CROCODILES 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 LES CROCODILES's **Three Strikes Policy**, LES CROCODILES 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 LES CROCODILES.

J. JEWELLERY, VALUABLES AND LOST PROPERTY

- i. LES CROCODILES 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, LES CROCODILES will not be responsible for its safekeeping.
- iii. LES CROCODILES will operate a lost property station at the Tuckshop area and make best efforts to retain lost property for a fourteen-day period for you to collect.
- iv. LES CROCODILES 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.