

WIX LOISIRS

Terms of website use

Effective: 22.03.2018

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND OUR SERVICES

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website <http://wixloisirs.com> (**our site**) and our services

By accepting this agreement, we can be assured that you are:

- at least 18 years old
- the legal guardian of the child, or children, you are making the booking for
- legally capable of entering binding contracts.

WHO WE ARE AND HOW TO CONTACT US

Wix Loisirs is an after-school club. We are an unincorporated after-school association. Our main business address is [Wix's Lane, London SW4 0AJ](#)

“<http://wixloisirs.com>” is a site operated by Wix Loisirs.

We are OFSTEAD registered as well. (DEF Registration Number 100547)

To contact us, please postmaster@wixloisirs.com or telephone on 07 88 149 7940.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy and Cookies Policy <http://www.wixloisirs.com/PDFs/PrivacyAndCookiesPolicy.pdf>
- Our terms of services if you purchase services with us on your day of attendance at the club.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on [18/04/2018](#)

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site or terms of use or supply of services from time to time to reflect changes to our services or our users' needs or for other reasons. Those terms (included amended terms) will apply to you when you make any bookings with us.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge. We do not guarantee that our site, your ability to make any bookings or pre-bookings through the site, or any other content on the site, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for operational or other reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

OUR SITE IS ONLY FOR USERS IN ENGLAND. Our site is directed to people residing in England. We do not represent that content available on or through our site is appropriate for use or available in other locations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at wixloisirs@gmail.com

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on postmaster@wixloisirs.com

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you or members of your family.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our <http://www.wixloisirs.com/PDFs/PrivacyAndCookiesPolicy.pdf>

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact postmaster@wixloisirs.com

DATA PROTECTION

Your details will be kept safe and only ever used in regard to events or after-school sessions run by us. Please let head office know if you would like to opt out of future emails.

EQUAL OPPORTUNITIES

We are an equal opportunities organisation and employer. We also welcome all children regardless of gender, ability, race or religion. Each child within our community is as important as the next and we will ensure that they receive equal access opportunity.

CHILD PROTECTION

We have a legal obligation to report any suggestion of child abuse or neglect and will do so immediately.

BEHAVIOUR AND EXCLUSION

We are here to provide a harmonious and fun environment to our members and the children who attend the club. If a child's behaviour begins to impede this, it will not be tolerated.

In addition, any negative behaviours from anyone, e.g. bullying, aggression or disruption, will be dealt with zero tolerance. In particular, children displaying these behaviours repeatedly may be excluded from activities and/or the club. No refund will be given for booked sessions.

We aim to be entirely inclusive, however, to do this we need to know the requirements of our children so that we can provide the best possible service and care for them. To enable us to do this please ensure that you provide us with all the information we need (Medical Records, Behavioural Records, details of any medication taken, learning difficulties, special needs, etc.). Failure to provide this information may result in the child's exclusion from certain activities. No refund will be offered in this case. All children in attendance should be toilet trained. We reserve the right to send any child home who is not.

If we deem your child too ill to attend a session or generally the club, especially where we feel their illness may be contagious, we reserve the right to send them home or cancel their booking. Of course, as illness can't be helped, credit days will be provided.

PHOTOGRAPHY AND VIDEO

We may take photos and video footage throughout of sessions or season parties for our own training use or for use in promotional materials by us. and to keep you updated on what your little ones are up to!

Please let us know when you book a session, if you have any objections to your child being in these photos or videos.

DROP OFF AND PICK UP

Upon arrival to the club, you will be asked to give the names of the children you are dropping off.

You will then be asked to fill out a registration slip, one per child, and it will include your name, the child's name, age and, most importantly, any medical records or not that we need to be able of, and of course who is picking them up! If the person collecting is different to the person that dropped off then their name must be on the original sign in slip and PHOTOGRAPHIC I.D. must be shown. Regardless if you are mum, dad, granny or grandpa, you **MUST** have PHOTOGRAPHIC I.D. if not the person who dropped them off in the morning.

If your child is arriving or leaving on their own please provide written confirmation of this either by email or in writing.

COMMUNICATION AND NOTICE

Nearly all of our communications and written information will be electronic. This agreement means that you accept that any information provided electronically holds the same legal standing as if it were in writing. This condition does not affect your statutory rights.

Notices of communication between us will be deemed properly served 24 hours after an email is sent or 3 working days after posting of any letter. Emails must be sent to the correct addressee and letters addressed and stamped correctly,

The details are below:

Wix Loisirs

Administrator: [Delphine Zeno](#)

Address: [Wix's Lane, London SW4 0AJ](#)

Email : wixloisirs@gmail.com

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.