

Happy Mama Terms & Conditions

These Terms & Conditions form the basis of a Contract between You and The Company. Please take the time to read through this document carefully; the following words have the following definitions:

- 'The Company' means Happy Mama
- 'We' 'Us' or 'Our' means The Company
- 'Guardian' means a person other than a parent who brings the child to the session
- 'You' or 'Your' means the person(s) accepting this Contract
- 'Course' means a block of classes or lessons running once each week concurrently. Different courses have a differing number of classes/lessons.
- 'Classes' or 'Sessions' means a single event lasting a specific amount of time. E.g. Nature Tots 60 minutes or Baby Massage 75 minutes.
- 'Instructor' or 'Teacher' means a self employed member provided by The Company who shall teach the sessions
- 'Premises' means the venue that we use eg. The Family Hub or Hinchingsbrooke Park etc

Please note, we confirm exact dates and times of your classes at the time of booking via email. By making a booking and payment, you agree to our terms and conditions and to attend your classes for the whole term, class duration or course.

Conditions applying to all Classes/Courses

General Rules:

A copy of the Company public liability insurance policy is available on request.

You will remain responsible for your child at all times whilst on the premises and throughout each session. Children must not run or act inappropriately within any part of the Premises. We will not be responsible for any injury or accident caused as a result of children and/or parents failing to abide by these rules and supervise their children at all times, in all parts of the building.

Photography is not allowed of any child other than your own without prior permission from the parent.

Safety is our first concern and we reserve the right to remove anyone from the Premises should we feel that safety is in any way compromised.

Payments, Accounts & Gift Cards

Payments:

Payment must be made at the time of booking to secure your place. Our preferred method of payment is by credit or debit card via the booking system.

Retail Purchases:

We recommend you familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

If you wish to purchase any product or service provided by the Company you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date and CVV code, your billing address.

Our standard purchase terms and conditions are;

- (a) You agree to pay the amount stated
- (b) You certify that you are the holder of the credit/debit card or an authorised signatory of the account.
- (c) You understand that Happy Mama will notify you if your debit/credit card payment fails to authorise for any reason.

Gift Vouchers:

Gift cards are non-refundable, are not exchanged for cash and are not transferable to other Happy Mama customers. They are valid for 12 months from the date of purchase.

When redeeming, please bring the gift voucher with you. If we can't find you a space in one of our classes or courses straight away, we can credit your account to the value of the gift card for future use.

Promotions & Offers:

Promotions and offers are non-refundable, are not exchanged for cash and are not transferable to other Happy Mama customers. They are valid for the duration of the promotion as stated at the time of communication, and cannot be redeemed in conjunction with other offers. When redeeming, please quote the promotional reference contained in our correspondence. We reserve the right to withdraw promotional codes at any time.

Refunds, Cancellations and Transfers:

Happy Mama is under no obligation to refund or transfer any booking in the event that you are unable to attend part of or the entire course.

When the venue is closed or we cancel a session for any reason, we will offer you a replacement session or postponed date.

We offer NO REFUNDS for any courses or classes cancelled by yourself. We are able to transfer your booking to a date in the future if we are given enough notice.

Transfer Notice period:

5 week courses - 7 days + notice from start of course

PAYG weekly session - 24 hours + notice from class start time

Once the term has started, we are unable to offer any transfer to another date.

If you wish to withdraw your child from the term on medical grounds then we require a letter from your GP or specialist detailing the nature of your child's ailment and confirming that your child has been medically advised not to attend for the period of the relevant course or session. We also require a formal letter of withdrawal and request for a refund from you. Any transfer of booking given on these grounds shall be apportioned according to the number of sessions remaining in the course, from the date of receipt of the aforementioned doctor's certificate and your written notification. The transfer will then be actioned accordingly.

We are not responsible for delays outside our control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic (including any existing epidemic or pandemic); (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority; (f) collapse of buildings, fire, explosion or accident; (g) any strikes, industrial action or lockouts; (h) non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.

If our supply of the services is delayed by an event outside our control, then we will:

- contact you as soon as possible to let you know;
- take steps to minimise the effect of the delay (where possible); and
- transfer the value of the services paid for but not received to your Happy Mama account to be used in the following week/term.

Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

Holidays:

If you wish to take a holiday during the course or term, you will still be charged for the full term. You will then retain your place on the course for that term. Providing you cancel the classes you are going to miss in advance, you will be able to arrange replacement sessions subject to availability. For more details, please see the specified section below. This condition is inclusive of all bank holidays.

Complaints:

In the event of a complaint arising, you should initially approach the Founder Kelly Tyte or by sending an email to happymamahub@gmail.com

Our Guarantee:

We guarantee to provide safe, child-led, quality lessons that enhance bonding, build confidence and increase development and ability, using suitably qualified instructors at all times.

The instructor leads each class of 8-12 children. However, there may be times when the number of children exceeds this number. The group size will always remain within the ability of the instructor.

The instructor and assistant are subject to change without notice.

Liabilities:

The Company is not liable for any damage or loss to property whilst in the premises (whether being worn or left at the venue or location) or within the grounds/car park of the premises.

The Company will not accept any liability for any accident or injury (including any fatality) to any parent, child, guest or visitor that may occur on the premises or within the grounds/car park of the premises, other than liability which may arise from the negligence of the Company, its staff or its agents. Any such incidents must be reported to the Company immediately.

The instructor leads each class of 8-12 children, with assistance in the class when required. However, there will be times when the number of children exceeds this number. The group size will always remain within the ability of the instructor.

Sickness:

If you, your child or anyone in the family has had sickness and/or diarrhoea in the 48 hours prior to the lesson then you are requested not to visit the venue or location.

If your child has a heavy cold, sinusitis or an ear infection, they are requested not to attend. Refunds or credits are not given for sickness. Please see terms above for cancellation.

Baby & Toddler Sessions:

Your baby will not be permitted to take part in the session unless you or the nominated guardian is able to attend with your baby to take full responsibility.

With the exception of babies' bottles of milk, plastic bottles of water and children's food, No food or drink may be taken into the venue at any time.

Venue Closures and Cancelled Lessons:

On rare occasions, venue closures or instructor availability may make it necessary to cancel sessions. If we need to cancel a session then we shall contact all affected parents, if we do not reach you we will leave a message, we will also send you an email. If no mobile number is supplied then we shall call your home number. If no numbers are supplied or are incorrect, we cannot be held responsible for being unable to give prior warning of cancellations or closures.

If we cancel a class for any reason (other than in the case of any delay outside our control in which case the provisions set out above shall apply or in the event of closures for periods longer than one week due to matters within our reasonable control, in which case the provision set out below shall apply), we will return the cancelled class to your account for use as a replacement.

In the event of venue closure for periods longer than one week due to matters within our reasonable control including structural failure or quality problems, we will credit the value of the number of sessions lost to your account to be used in the following term.

Replacement Class Policy:

We understand that life with children means sometimes things don't go to plan! Through holidays, family days and sickness, we know that—from time to time—classes may be missed. At Happy Mama, we want you to have all of the classes you book in a term, and because of this, we are flexible in our approach to replacing missed sessions.

Due to the volume of families that attend with us every week, administering replacement sessions is a huge task. To help the process run as smoothly as possible, and to ensure we have the maximum amount of spaces available, we have a few simple guidelines:

- To qualify for a replacement session you must cancel your normal class in advance. Please try and do this as early as possible, and no later than 24 hours before the start of the class.
- Missed classes can be 'made-up' by attending another age-appropriate class within the same term.

- There are no restrictions on the number of classes that can be 'made-up' in a term.
- In the event that you forget to cancel your class in advance, replacement sessions will be offered at our discretion and subject to availability.
- Replacement classes can be taken in advance of the normal class being missed, providing you have cancelled the session you expect to miss.
- Replacement sessions are a goodwill gesture and not a statutory right.
- Sessions cannot be guaranteed and will depend on space being available in an age-appropriate class.
- Replacement sessions can be booked up to 7 days in advance.
- If you cancel your regular class, you can only re-book the class if space is available.
- When booking replacement sessions, please check to ensure the class is age-appropriate.

Replacement classes are not automatically carried over to the following term and do not accumulate. In certain circumstances—such as prolonged sickness during the course—we are happy to consider requests to transfer missed classes for use in the next term only. This service is discretionary and not a statutory right and we do not carry classes over to the next term if you are no longer attending a class, session or course with us.