

# Terms and conditions

# **Cheeky Monkey Art Club**

These Terms and Conditions (together with the documents referred to on it) define the terms and conditions on which we enable you to make a booking for a place on any of our events listed in our publications, flyers, e-newsletters, social media and on our Website. Please read these terms and conditions carefully before booking any of our series of workshops. You should understand that by booking any of our events, you agree to be bound by these terms and conditions under the laws and Courts of Scotland.

#### 1.Staff

1) In these Terms and Conditions "Staff" refers to paid and unpaid employees and volunteers of Cheeky Monkey Art Club

#### 2. Contact Information

- 1) To contact Cheeky Monkey Art Club staff, please email info@cheekymonkeyartclub.co.uk.
- 2) As an alternative you can write to Cheeky Monkey Art Club, 2 Nisbetfield Farm Cottage, KY15 7RL, Ladybank, CUPAR, Fife
- 3) In case of emergency or should your query be urgent, please call 07787464118.

### 3. Registration

- 1) A Registration Form and Consent Form form part of these Terms and Conditions (Ts&Cs must be agreed to and forms must be completed before any attendance to a workshop).
- 2) It is the responsibility of the parent or guardian to keep the information updated in the event of any change to what has been declared and on an ongoing basis prior to the workshop or before the workshop starts.
- 3) Cheeky Monkey Art Club is happy to accept one Consent form should you wish to register your child for several workshop sessions. However, we would require our registration form to be filled for every booking.
- 4) Cheeky Monkey Art Club will keep the Emergency Contact details on file. It is the parents/guardians responsibility to update these details should it be needed.

5) Any contagious illness or condition must be declared before a child's participation in a workshop. Cheeky Monkey Art Club reserves the right not to allow any child to attend if it is considered that their condition could affect others attending the workshop.

# 4. Bookings and Payment

- 1) All participants must book in advance.
- 2) Payment must be completed before the workshop starts to secure a spot.
- 3) Workshops are designed in a series of 3 to 4 sessions. All sessions will need to be paid in advance.
- 4) In case of cancellation, please refer to our cancellation policy.

# 5. Special Offers

1) We may occasionally offer special promotional events that can include various price promotions. When a special offer is available, additional terms and conditions may apply, which will be provided at the time of booking.

# 6. Age Group

- 1) The workshop is designed for children aged between 5 and 12 years old.
- 2) Parents or guardians are responsible for ensuring their child meets the age requirements at the time of the scheduled workshop.

# 7. Supervision

- 1) The Lead Artist has PVG Clearance
- 2) Parents or guardians are responsible for dropping off and picking up children at the designated times and location
- 3) Staff will supervise children during the workshop, but guardians must ensure their child is picked up promptly after the session ends.
- 4) Only Cheeky Monkey Art Club staff plus parents and guardians accompanying children will be allowed in the premises during the workshops.
- 5) In the event of late collection, a penalty charge may be incurred. If the late collections are recurrent, they could result in the loss of your child's place.
- 6) Should you wish for your child to find their own way home, please let Cheeky Monkey Art Club know in advance. If the child is not collected within a reasonable amount of time and parents cannot be contacted, Cheeky Monkey Art Club will take the child to the nearest police station or contact social services. In the event of any emergency, please call Cheeky Monkey Art Club on 07787464118 as soon as possible.

# 8. Safety & Materials

- 1) All activities are designed with safety in mind.
- 2) Children will be provided with clean, non-toxic, age-appropriate art supplies.
- 3) Parents or guardians should ensure their child is wearing appropriate protective clothing e..g. aprons or smocks as Cheeky Monkey Art Club will not take responsibility for damage or staining of clothing of the participants.

- 4) Parents or guardians should inform the organisers of any allergies, medical conditions, or sensitivities, especially related to materials used and snacks served in the workshop.
- 5) First aid will be available on-site by a trained First Aider, and in case of an emergency, parents will be contacted immediately. The lead artist is a certified first aider. Health and Safety measures such as risk assessments/dynamic risk assessment and safeguarding policies are in place. Documents available upon request

#### 9. Behaviour

- 1) Children must behave respectfully towards staff and fellow participants.
- 2) The organisers reserve the right to remove a child from the workshop and contact the parent/guardian to pick up the child if their behaviour is disruptive or harmful.
- 3) You are responsible for your child's behaviour during the workshop sessions.
- 4) Cheeky Monkey Art Club recognises the importance of positive and effective behaviour management strategies in promoting children's welfare, learning and enjoyment. In the event of misbehaviour that is incompatible with the enjoyment or safety of other children, students will be asked to leave, and parents will be contacted.

# 10. Photography & Video

- 1) Photographs or videos may be taken during the workshop for promotional purposes.
- 2) If you do not wish for your child to be photographed, please inform us beforehand by filling the Consent Form (Appendix B)
- 3) No other photography or taking of any image by whatever means is permitted by anyone, other than Cheeky Monkey Art Club staff, in attendance at the workshop.

#### 11. Staff Absence

- 1) If the workshop instructor is unwell or has an emergency and is unable to run the session, parents will be notified as soon as possible.
- 2) In the event of staff illness or other emergency, we will either reschedule the workshop or offer a full refund if rescheduling is not possible.

#### 12. Our Liability

- 1) By registering for the workshop, parents or guardians agree not to hold the organisers liable for any accidents or injuries that may occur during the event, except in cases of negligence.
- 2) While attending Cheeky Monkey Art Club Workshops, your child will be under the care of experienced staff, including volunteers. We have Health and Safety measures in place to avoid accidents. Cheeky Monkey Art Club is not liable for any accidents that might occur, unless due to gross negligence from our staff.
- 3) Cheeky Monkey Art Club is covered by Public Liability Insurance and Employers Liability Insurance
- 4) Any damage to the venue caused by participants will be charged to their parent/guardian

#### 13. Location

1) The workshops will take place at Letham Village Hall, The Row, Letham, Cupar KY15 7RS.

2) If we have to amend our workshop location due to circumstances outside of our control, we will ensure that the new venue is safe for children and suits Cheeky Monkey Art Club Health and Safety needs (including but not limited to up to date fire safety requirements, accessible fire exits, first aid kits, drinking water supply etc...)

#### 14. Data Protection

- 1) Personal information provided during registration will be kept confidential and used only for the purposes of the workshop in compliance with GDPR requirements.
- 2) We will not share your information with third parties.
- 3) Your information will be safely stored in a password protected file.

#### 15. Cancellations and Refunds

- 1) If you need to cancel a workshop or a series of workshops, please notify us at least 7 days in advance for a full refund.
- 2) Refunds will not be provided for cancellations made after this period.
- 3) If your child becomes ill before a workshop and is unable to attend at the last minute (if you as the parent/guardian are unable to provide at least 7 days notice) we will not be able to refund you.
- 4) If we need to cancel or postpone a workshop due to events outside of our control (including, but not limited to, situations where sufficient numbers have not been booked) we will get in touch with you as soon as possible. We will try to find an alternative date for the delayed workshop. If not possible, we will refund you for the cancelled workshop.

5)

# 16. Complaint Procedure:

1) For any complaint, please write to:

Email: info@cheekymonkeyartclub.co.uk

Or: Cheeky Monkey Art Club, 2 Nisbetfield Farm Cottage, Ladybank, CUPAR, KY15 7RL

2) All complaints will be dealt with as soon as possible.

# 17. Changes to Terms

1) We may update these terms and conditions from time to time to reflect changes in processes, in our system and personal capabilities, payment methods, laws and legal requirements relevant to our activity. Any changes will be communicated in advance. These changes will be advised and sent to people who have already booked workshops, should they be applicable and implemented before the workshops start.