

1. DEFINITIONS

1.1. In these Terms and Conditions of business the following definitions apply:

“Activity”	means the TLC For Children Program or any other specific activity or service to be provided by The Life Centre for the duration of the Activity Period from time to time;
“Activity Period”	means the period during which The Life Centre provides the Activity for the Child;
“Booking”	means the booking made by the Parent/Guardian for the provision of the Activity by The Life Centre which is accepted by The Life Centre as set out herein;
“Child”	means the child of the Parent/Guardian for whom The Life Centre provides the Activity;
“Other Circumstances”	means circumstances whereby it becomes impractical, dangerous or likely to have a detrimental effect on other children attending the Activity or the Tutor or any member of staff to allow the Child to attend or to continue with the Activity.
“Parent/Guardian”	means the individual, who is legally responsible for the Child;
“Premises”	means 15 Edge Street, London, W8 7PN or the site at which The Life Centre is providing the Activity.
“Instructor”	means the individual whose services are supplied by The Life Centre for the Child;
“The Life Centre”	means The Life Centre, the trading name for a company registered at Companies House with the Name Awareness Ltd. Number 4353703 whose registered office address is 2 Bluecoats Avenue, Hertford SG14 1PB.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms and Conditions constitute the contract between the Life Centre and the Parent/Guardian for the provision of each Activity by The Life Centre for the Child.

2.2. These Terms and Conditions shall prevail over any other terms of business put forward by the Parent/Guardian irrespective of the date on which such other terms of business are proposed by the Parent/Guardian.

2.3. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by The Life Centre.

3. SUITABILITY AND REFERENCES

3.1. The Life Centre shall endeavour to ensure the suitability of any Instructor supplied to the Parent/Guardian and will only supply Instructors who have been selected through interview and have provided adequate references. The Life Centre undertakes to ensure such Instructors have been subject to all Criminal Records Bureau (CRB) checks.

4. BOOKINGS, FEES AND PAYMENT

4.1. The Life Centre reserves the right in its absolute discretion to refuse any application for any Activity made in relation to any Child.

4.2. The Parent/Guardian shall pay to The Life Centre a fee for the Activity specified in The Life Centre's most recently published price list (the “Fee”).

4.3. The Parent/Guardian agrees to pay to The Life Centre the Fee at the time of booking and submit the Fee to The Life Centre together with the attached signed application form.

4.4. Confirmation of the Booking in relation to the Activity will be sent by The Life Centre to the Parent/Guardian upon receipt of the attached application form and Fee.

5. CONDITIONS and LIABILITY

5.1. The Parent/Guardian acknowledges that The Life Centre will supervise the Child whilst providing the Activity. The Life Centre will not be liable for any illness or injury that the Child may sustain, other than any personal injury caused by The Life Centre's negligence.

5.2. The Parent/Guardian must not leave the premises of The Life Centre during the Activity Period unless prearranged between the Parent/Guardian and The Life Centre in writing.

5.3. The Parent/Guardian must advise The Life Centre in writing before the Activity Period commences of any illness or other condition or special dietary or other requirement of the Child for whom the Activity is to be provided. Prior to or during the Activity Period, in the event of illness of the Child or Other Circumstances from time to time the Instructor (of own volition or at the insistence of The Life Centre) may decline to undertake or continue the Activity, and the Parent/Guardian must check the position in advance wherever possible. The Life Centre will not be obliged to provide an alternative Activity in these circumstances and will not be obliged to refund the Fee.

5.4. In the event of illness of the Child, or should Other Circumstances arise, the Parent/Guardian, if not already at Premises agrees to collect the Child from the Premises as soon as possible after receiving notification from The Life Centre, or in any case within one hour of receiving such notification. If the Parent/Guardian is at the Premises, the Parent/Guardian agrees to remove the Child from the Premises immediately.

5.5. The Parent/Guardian undertakes to respect the Instructor's right to privacy and agrees not to ask any Instructor for a phone number or contact address or otherwise seek the services of the Instructor other than through The Life Centre.

5.6. Should the Child have any allergy, illness or any specific requirement relating to their care, the Parent/Guardian must provide written instructions to The Life Centre as to the reasonable needs of the Child and how that care is to be provided. The Life Centre excludes all liability as permitted by law in respect of any consequences resulting from the failure of the Parent/Guardian to provide such written instructions prior to commencement of the Activity.

5.7. The Parent/Guardian must ensure that The Life Centre are able to contact the Parent/Guardian at any time during the Activity Period, especially if it has been previously agreed by The Life Centre that the Parent/Guardian may leave the Premises during the Activity.

5.8. The Life Centre may decline at any time to provide the Activity if the Parent/Guardian does not observe any of these Terms and Conditions and shall not refund the Fee if the Parent/Guardian breaches any of these Terms and Conditions.

5.9. Whilst every effort is made by The Life Centre to give satisfaction to the Parent/Guardian by requiring reasonable standards of skills, integrity and reliability from Instructors and further to provide them in accordance with the Parent/Guardian's Booking, The Life Centre is not liable for any loss, expense, damage or delay arising from any failure to provide any Instructor for all or part of the Activity Period or from any accidents or damage to property during the Activity or lack of skill of the Instructor.

5.10. The Parent/Guardian agrees that by signing these Terms and Conditions they acknowledge that the Activities provided by The Life Centre are safe and suitable for the Child and the Parent/Guardian acknowledges that by participating in the Activity the Child may suffer bodily injury or other loss or damage. The Parent/Guardian further acknowledges that the Parent/Guardian has voluntarily assumed the risk of such losses and waives any claims for such losses against The Life Centre and/or the Instructors and discharges such persons from responsibility for such losses and covenants not to sue such persons for such losses. The Parent/Guardian shall be required as a condition of the provision of Activities to sign all required forms, including such releases as shall be required by The Life Centre's insurance policies.

5.11. In consideration of the Child being permitted to participate in any way in the Activity and Parent/Guardian's agreeing to the provision of the Activities, the Parent/Guardian for himself/herself, his/her personal representatives, heirs, and next of kin hereby so far as permitted to do so by law covenants not to bring any claim against The Life Centre or the Instructor and releases, waives, discharges The Life Centre and the Instructor from all liability to the Parent/Guardian or Child, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and in any claim or demands on account of injury to the Child or Parent/Guardian.

5.12. The Parent/Guardian shall indemnify and keep indemnified The Life Centre against any costs, claims or liabilities incurred by The Life Centre arising out of any Activity Period or as a result of any breach of these Terms and Conditions by the Parent/Guardian.

5.13. The Parent/Guardian agrees that The Life Centre shall provide the Activity to the Parent/Guardian on the Terms and Conditions contained herein and warrants that it is authorised to give legal consent for the Child as the parent or the person in *loco parentis* of the Child.

6. DATA PROTECTION

6.1. The Life Centre shall process any Personal Data, as defined by the Data Protection Act 1998 (“DPA”) in accordance with its subject information statement which shall be available from time to time.

6.2. The Parent/Guardian hereby consents to the processing of Sensitive Personal Data, as defined by the DPA in accordance with the subject information statement referred to above.

7. SEVERANCE

7.1. If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

7.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

8. RIGHTS OF THIRD PARTIES

8.1. These Terms and Conditions are made for the benefit of the parties to them and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

9. LAW

9.1. These Terms and Conditions are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.