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## Welcome to Purple Dragon Chelsea

We are delighted that you have chosen to join our club and hope you will have lots of happy times here with your family and friends.

In this booklet are a few things that you need to know, to help you get the best out of your time at the club. Please read this information carefully as it outlines the services we provide and our terms and conditions of membership.

## Your Family Tree

When you join you give us the details of your family tree e.g. you and your partner, a nanny, grandparents, aunt. These are the adults that you authorise to come and go from the club with your children and they are the people that you trust to act in loco parentis whilst your children are at the club. You can have up to 6 adults as a part of your tree. Each adult in the family tree must provide their full contact details (address, home phone, mobile and email) and consent to have their photo taken and stored in our membership system to validate their identity. You can update your family tree in writing to us at our club address.

## Our Membership App

The Purple Dragon app is integral to your membership. Amongst other things it allows you to gain entry to the club and check out with your family when you leave. The app gives you the ability to book classes and events, and view your family tree. It's essentially your membership card and a 24/7 way of managing your account. All of the adults, who are a part of your family tree, must download the app. We will guide you through this as a part of your induction and welcome to the club. The app is available for IOS and Android devices. We'll be adding new bits to the app over the coming months, so keep checking in for updates.

## Our Team

Our lovely team of play buddies, hospitality and reception boys and girls are there to help make your time at the club as effortless as possible. Please don't hesitate to ask if there is something you need and we'll try our hardest to meet your wishes. Our play buddies and teachers are there to supervise, facilitate play and encourage your children to make friends. They will lead activities and encourage participation in group play. They are not one to one carers. If you require one to one care for your children we may be able to arrange this at an additional cost, (£15/hour for 1:1, £20/hour for 1:2). We will always try to accommodate your request but this is subject to availability. Requests for play buddies must be made to either the Play Supervisor or General Manager. The relevant Play Buddy booking and consent form must be completed before the service can commence. This is not to be used as a childcare solution, rather a lovely added extra. We will need at least 24 hours' notice for a booking, and you can book a maximum of one week in advance.

We work hard to grow and develop our team and are continually investing in training. We are working on our own City & Guilds qualification that our guys go through – it's a pretty special job working at PD! We know how tough it is to find good people, but please don't try and poach our staff. In order to maintain a professional relationship with our members, our staff are not allowed to undertake any work for our members outside of the club. Please do not ask them to babysit or nanny on their days off. If a member employs or attempts to recruit a member of our team we will terminate membership immediately. Please refer to clause 7.3 of the Terms & Conditions, which set out the financial penalties incurred in the event of a member breaching our contract in this manner. We are happy to recommend excellent recruitment agencies who will be able to assist with recruitment of staff for members.

## Guests

We have a guest policy to ensure that all our members are having a good time and that safety and security are not compromised. Guests must be registered at reception with their full name and date of birth and a photo will be taken. Guests can only be admitted with the member who must be on site, with an appropriate adult, at all times during the guest visit.

Each premier member (child) may bring up to two other child guests at any time free of charge. For Out of Towners, Early Birds and Night Birds, each member may bring one child guest free of charge and one additional guest for £50. Adult guests are of course welcome at no extra charge but we ask you to limit this to three adults per guest at any time. A member may bring the same guest up to four times in any membership year. This includes siblings. Please do not ask us to make an exception, as this will not be possible. Please ask your guests to respect the privacy of other members by not taking photos or videos in the club.

## Fair Play Code

We have a fair play philosophy, which we ask all of our members to adopt. The code is designed to underpin the key areas of Personal, Social and Emotional Development as set out in the EYFS policy and encourages children to have a positive self-image and awareness of others.

Our philosophy is:

- I will take turns and share
- I will include others in my games and be a team player
- I will be kind to the people around me and respect their feelings
- I will share in other peoples' happiness
- I will treat people as I would like to be treated
- I will always talk to an adult I trust if I have any worries

Our team is trained in the code and will underpin these core values by:

- Setting a good example and fostering mutual respect

- Communicating with our members in a kind and consistent way
- Listening to the children and addressing any concerns straight away
- Encouraging group play and activities
- Facilitating sharing and team work

## Eating and Drinking

We offer an all-day menu of delicious meals, seasonal snacks and scrumptious goodies to enjoy in the restaurant, Imaginarium, library and pods. The menu includes PD classics, daily specials and our very popular Sunday roasts.

We recommend that you make reservations, particularly at weekends, to ensure you get to eat at the time you want. Please help us to make the dining experience work well by arriving on time and having your children sit to eat when the food arrives. Unfortunately, if you have gone off to have fun elsewhere we cannot hold your food in the kitchen as this impacts the quality of our dishes. Our team are there to help make the dining experience lovely, but as we're sure you will understand they cannot be conducting an impromptu game of hide and seek trying to locate members who have left their tables.

If you have specific dietary requirements, allergies or special requests please let us know and we will try our hardest to accommodate. Please note that we are a totally nut free zone. We offer a range of smoothies for children, together with our own seasonal purees for babies. Our children's meals are subsidised.

Members and guests may not bring in any food or drink from outside, to consume within the club.

## Adventures and Experiences

Bolster confidence, communication, co-ordination and creativity with our signature learning through play classes. 30 minutes of teacher led, age appropriate activities utilising art, crafts, science, language, design, cooking, messy play, music & movement. Younger children enjoy a combination class, moving through the teaching zones in

the course of one lesson, whilst older children enjoy more focused sessions concentrating in one area.

Adventures and experiences run at various times during the day and a member of our concierge team will guide you to the best class for your child. Members must book classes in advance, so please enquire about spaces beforehand if you are interested.

Please help us to make the classes as fun and productive as possible by arriving on time, for the start of the lesson. Unfortunately, if you are late we may not be able to let you join the class.

We aim to offer a balance between structured, led activities and child initiated creation across the club (Gourmet Gofers, DJs & Divas, Artists & Sculptors). When the door to any of these areas is closed it means that a session is in progress, so please don't interrupt as continual disruptions make it very difficult for our team to deliver classes productively. At other times we will be offering facilitated and supervised play in these areas, so please feel free to pop in. Cooking sessions take place every 45 minutes (please refer to the timetable for more information), so we recommend signing up for the next available slot when you arrive.

Our core philosophy is to provide effortless family time, all of the time. We do this through our exceptional facilities and brilliant, inspiring team. Our members can come any day, any time and know that there are great activities to get involved in across the club – from movement and music, to arts and crafts, cooking and messy play, to golf and swimming, plus all the great creative activities that will take place in the Imaginarium. Our art, music and cooking labs are always manned and children can participate in pre-planned activities, which are supervised and facilitated by our play buddies. We offer the most engaging, educational and enriching experience by being responsive to our member's needs and our adaptable and flexible environment allows us to tailor activities appropriately.

## Swimming and Pool Rules

Children must be accompanied by an adult at all times whilst using the swimming pool, wet play and changing facilities. Lifeguards will be in attendance during all free swimming sessions and once children have obtained their PD Pool Safety badge they may use the pool and wet play independently, but do so at their own risk.

Swimming Rocks are our nominated swimming lesson provider and offer excellent one to one, shared and group lessons for all ages. Swimming classes and clubs operate on a termly basis and must be pre-booked. An additional fee will apply to swimming lessons, which are not included in membership and classes and clubs are subject to availability. Parents or guardians must be present to collect their children at the poolside immediately at the end of swimming classes and clubs.

Babies and toddlers, who are not fully potty trained, must wear a Happy Nappy, over a disposable swimming nappy at all times. Unfortunately, we will not be able to allow babies and toddlers to swim without this. Happy Nappies are available to purchase at the concierge desk. Please help us to keep the pool as clean and healthy as possible by having your children pop to the loo before they get into the pool.

At certain times during the week we close the pool for free swimming, to allow us to use the whole pool for swimming lessons. Please refer to the timetable to check on lesson only sessions. The team at Swimming Rocks are committed to providing the best experience for all of their students and please do not embarrass them by asking them to make an exception for your child during lesson only times. We do not have a lifeguard on duty during these periods.

Please also help us be as eco-friendly as possible by limiting the amount of towels you use whilst swimming. We also ask that you wear the protective overshoes provided if you choose to keep your shoes on when entering the pool area, and refrain from keeping any buggies in the changing room and pool area.

## Pro Golf, Football, & Rugby Simulator

Our professional sports simulator allows you to try out a range of sports, including golf, shooting, football and rugby. Book a slot to play a wide range of the best golf courses across the world including the Belfry, St Andrews, Pebble Beach, Wentworth and Port Aventura. Improve your stroke on the driving range, or try your hand at crazy golf! Alternatively, put your best foot forward and practice your football and rugby kicks.

## Birthday Parties

We know how important birthdays are and would love to celebrate all of our members' birthdays with them. We do not have a dedicated party room at this point, so we will need to balance the impact that large parties have with the experience had by the members using the club. This means that there are restrictions on times and guest numbers. We do have a range of party options available for different ages, so please speak to one of our team for information on our bespoke parties.

## Breastfeeding

As you would expect we support breastfeeding and ask our members to be considerate of feeding babies and their mummies.

## Personal Belongings

To keep our space as open and friendly as possible please leave buggies and pushchairs in our buggy store and cloakroom. Please fold buggies and use the storage racks provided. Obviously we will not ask you to remove a sleeping baby or child. Please note that any buggies parked by the fish tank may be folded/stored by the reception team. We provide cubbyholes for belongings and lockers for valuables in the cloakroom. We try to keep the library as a space

for adults and would request that you do not park your buggies in the library, or use this area as a sleeping zone for babies, though we do appreciate that it can be tricky to find a quiet spot to settle babies when the club is busy.

Please note that we cannot accept any liability for loss of personal items left in the cloakroom, buggy store or in the club itself. Please use the cloakroom lockers if you are not swimming and wish to lock away any valuables, leaving the beach lockers for those members who need a safe place to keep their clothes whilst in the pool.

## Green Policy

We are all aware of the environmental cost of driving these days. Please help us support the environment by walking to the club or hopping on public transport. We use eco products for cleaning and maintenance throughout the club.

## Safe Driving and Consideration for our Neighbours

We are located in a residential area and would ask that you are considerate to our neighbours, by entering and leaving the club quietly and not allowing your children to run around the development. If you are driving into the club, please drive slowly and carefully into Gatliff Road. If you have a driver waiting for you please ask them to wait off site and call them shortly before you leave, to arrange your collection.

## Maintenance & Servicing

We schedule most of our maintenance and servicing at night, however from time to time we may need to close the club to carry out more substantial works. We will try to do these during our quietest periods and keep club closures to a minimum.

## Communications

Each week we send out an email to all of our members. This includes our plan for the week ahead, the weekly theme, special events and important information about what's going on at PD. We also publish a quarterly magazine 'The Family Times', which highlights key events and activities and copies of this are available at the concierge desk, in the restaurant or library. Our app is another great source of information on classes and activities and we'll be adding more features to this over the coming months. Please make sure you are in the loop by keeping us up to date with your email, mobile and postal addresses.

## Feedback

Your feedback is invaluable to us. It helps us to introduce new services, refine and improve the way we do things and resource and manage our team appropriately. You may be asked to complete a mystery shopper form by a member of our reception team, to see how we are doing. If you have any thoughts about new things you would like introduced or ways we can improve the experience, please speak to a member of our concierge or management team.

If you have a concern or complaint about any aspect of what we do, please let us know straight away. Our team are on hand to help and we always have a number of managers on site who can answer your questions and help resolve any issues.

## Renewals, Changes to and Cancellation of Membership

Membership automatically renews at the end of the initial 12-month term and shall continue until such time that the Parent gives three months' or 90 days written notice of termination to the club. Please see clauses 4 and 7 of the Terms for more information.

In the event that a member wishes to change their membership type during their membership year they must make their request in writing

to the company. We will endeavour to accommodate requests but cannot guarantee that changes can be made, as memberships are subject to availability.

If an OOT member has used all of their visits before the membership period has expired, they may be offered an alternative membership type, subject to availability. They will not be able to purchase a second OOT membership, for the same child, within the same membership period. Members wishing to pay by quarterly instalments must do so by setting up a Direct Debit for their subscriptions. The first quarter must be paid by card, cash or bank transfer before membership can commence. Members making payment annually are encouraged to set up a direct debit. This stops us from having to pester you for subs on a yearly basis.

Please note that a 10% surcharge will be applied to overdue accounts as per clause 4.4 of the Terms & Conditions. Also please note that we reserve the right to change membership fees during the membership period.

## Chargeable Activities

The following table outlines the charges not included in your membership fee:

	Adventures & Experiences	Swimming Tuition	Guests	Eating & Drinking	Play Dates	Parties
Life	Included in Membership	Additional Charge	Included in Membership	Additional Charge	Additional Charge	Additional Charge
Premier	Included in Membership	Additional Charge	2 Guests FOC	Additional Charge	Additional Charge	Additional Charge
Early Bird	Included in Membership	Additional Charge	1 Guest FOC Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge
Night Bird	Included in Membership	Additional Charge	1 Guest FOC Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge
Out of Towner	Additional Charge	Additional Charge	1 Guest FOC Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge

Please speak with a member of our concierge team re our current charges for private tuition and the like. Please be aware that with the exception of eating and drinking all other chargeable activities must be paid in advance. Please note that these prices are subject to variation and change.

## Sibling Policy

The club operates a waiting list and memberships are allocated according to the list. We do however have a sibling policy and siblings of current members will automatically be offered membership when they reach 6 months of age.

## Other Terms & Conditions of Membership

### DEFINITIONS AND INTERPRETATION

In these Conditions (unless the context otherwise requires) the following words and phrases shall have the following meanings:

“Activity” means any activity or service provided by the Company at the Premises during the Membership Period;

“Activity Price List” means the list of prices for Activities;

“Application Forms” means the paperwork and documentation required to be completed by the Parent when applying for Membership;

“Child” or “Member” means the child (where for these purposes means a person between the ages of 0 and 12 years old inclusive) of the Parent named in the Application Forms;

“Company” means Purple Dragon Play Limited, a company registered in England and Wales with company number 06132429,

whose registered office is at 1 Vincent Square, London SW1P 2PN;

“Conditions” means these terms and conditions of Membership;

“Force Majeure Event” means any circumstance beyond the reasonable control of the Company including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages;

“Membership” means the Child’s entitlement to participate in the Activities, subject to availability and the terms of participation in such Activities as specified by the Company from time to time, for the Membership Period;

“Membership Confirmation” means any written confirmation provided by the Company that an application for Membership has been accepted, and which may detail specific terms for that Membership;

“Membership Fee” means the fee set out in the most recent price list at the time of the commencement of the Membership;

“Membership Period” means the minimum duration of the Membership, being 12 months, unless otherwise agreed in writing by the Company in the Membership Confirmation;

“Parent” means the individual legally responsible for the Child, be that parent, legal guardian or authorised family member as notified to the Company at the time of Membership application, or in accordance with clause 4.4;

“Premises” means Ground Floor, Bramah House, Grosvenor Waterside, 9 Gatliff Road, London SW1W 8DP.

1. PURPLE DRAGON MEMBERSHIP TERMS AND CONDITIONS  
“Staff” means an individual whose services are supplied by the Company for any Activity.
  - 1.1 In these Conditions (unless the context otherwise requires):
    - 1.1.1 construction of these Conditions shall ignore the headings (all of which are for reference only);
    - 1.1.2 words importing persons shall include firms, companies and bodies corporate and vice versa;
    - 1.1.3 words importing the singular shall include the plural and vice versa;
    - 1.1.4 words importing any one gender shall include either other gender;
    - 1.1.5 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.
  - 1.2 Unless otherwise expressly stated in the Membership Confirmation, if there is any conflict, between the terms of the Membership Confirmation and these Conditions the terms of the Membership Confirmation shall prevail.

## 2. APPLICATION

Subject to the terms of clause 1.2, these Conditions constitute the contract for Membership between the Company and the Parent (“Contract”), and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence or documentation between the parties or elsewhere, or implied by custom, practice or course of dealing. No variation or alteration of these Conditions shall be effective unless approved in writing by the Company. Changes may be made at any time during the membership year.

## 3. ACCEPTANCE OF MEMBERSHIP

The Parent’s acceptance of the Membership Confirmation, or the Child’s commencement of use of the club or activities, constitutes acceptance of the Membership subject to these Conditions.

## 4. MEMBERSHIP

- 4.1 The Company reserves the right in its absolute discretion to refuse any application for Membership.
- 4.2 In return for Membership, the Parent shall pay the Company the Membership Fee. For Life and Out of Towner memberships the entire fee must be paid in advance of membership commencing. For Premier, Night Bird and Early Bird memberships, the Membership Fee may be paid either in full at the commencement of the Membership, or in four quarterly payments, with the first payment to be made on signature of the Membership agreement or the commencement date of the Membership whichever comes first, and each subsequent payment made every three months thereafter by Direct Debit until the expiry of the Membership ("Quarterly Payments"). For the avoidance of doubt, each Quarterly Payment shall be paid in advance of the following three months of Membership. No credit is being provided by the Company. The Company shall provide payment details on, or prior to, commencement of Membership.
- 4.3 The Company may introduce or discontinue the types of membership on offer at any time. Membership Fees may be subject to change. In the event that the Company cancels or changes a membership option or type then the Parent will change to an alternate membership option at the end of the initial 12-month membership period, or earlier if agreed by the company. The Company will provide three months' notice in writing of any changes to Membership Fees.
- 4.4 The Company reserves the right to charge interest on any overdue Membership Fees, or Quarterly Payments pursuant to clause 4.2. Such interest to be calculated on a day to day basis on the amount outstanding from the due date of payment at the rate of 10%.
- 4.5 On the commencement of the Membership, the Parent shall be required to provide the Company with the names of all adults (such as Grandparents and nannies) ("Authorised Adult") permitted to accompany the Child to, remain with the Child at, and collect the Child from the Premises.

The Company will only allow a Child to leave the Premises if accompanied by an Authorised Adult. The details of the Authorised Adults of the Child may be updated at any time upon notification to the Company in writing.

- 4.6 The Parent shall ensure that each Authorised Adult agrees and consents to their details being passed to and held by the Company for this purpose.
- 4.7 For the avoidance of doubt, the Membership Fee shall only be for use of the facilities and participation in those activities which are included in the relevant membership option, and does not include food or refreshment available at the Premises, or such other services or items clearly indicated as not forming part of the Membership Fee.

#### IMPORTANT - PLEASE READ

- 4.8 Membership shall commence in accordance with clause 3 and shall continue (unless terminated earlier in accordance with clause 7). Membership shall automatically renew at the end of the Membership Period and will continue until such time that the Parent gives three months' written notice of termination to the Company.

#### 5. SUPPLY OF ACTIVITIES

- 5.1 The Company shall supply and provide Activities in accordance with the Conditions, and any other terms relating specifically to a certain Activity, during the opening hours of the Premises. The opening hours may vary from time to time and the Company shall notify the Member of any changes by email, in its newsletters or in writing.
- 5.2 Other than the Company, its employees, agents and Staff, and individuals specifically authorised by the Company, only Members, Authorised Adults and Parents will be permitted access to the Premises, unless otherwise agreed in writing by the Company.
- 5.3 The Company shall ensure that all Staff engaged in providing any Activity will have a valid up to date Disclosure & Barring

check and, if relevant, any equivalent checks available in their country of origin (if not the UK). The Company will use reasonable endeavours to ensure that all Staff are suitably qualified and trained to perform, demonstrate and teach the Activities.

- 5.4 The cost of Activities is set out in the Activity schedule or timetable and is available from the Company's reception team. Certain membership types have activities included.
- 5.5 Any Child under the age of 4 years must be accompanied by a Parent at all times during classes, experiences & adventures. Children above the age of 4 years old, may be left with Staff during an Experiences and Adventures, however upon the conclusion of the Activity, the Parent must be available to collect the Child unless otherwise prearranged in writing between the Company and the Parent.
- 5.6 For the avoidance of doubt, it is the responsibility of the Parent to ensure that the Child is supervised at all times, and must ensure that, if the Child is taking part in an Activity without the Parent accompanying, the Staff providing the Activity are aware that the Child is participating in the Activity.
- 5.7 Where an Activity is only available to a set number of participants at any one time, a Parent will be required to contact the Company and pre-book attendance. Allocation of places for such Activities will be on a first come first served basis.
- 5.8 Some of the Activities provided by the Company may take place over the course of several linked and/or progressive sessions ("Course"). Where a Child wishes to participate on such a Course their Parent will be required to pre-book with the Company before the commencement of the Activity. A Child will not be able to participate in such a Course without pre booking, and it may not be possible to begin participation part way through the Course. The price of some Courses will not fall within the Membership Fee, and this will be clearly indicated on the Activity Price List.
- 5.9 In the event that a Parent cancels a Child's participation on a Course, either before the commencement of the Course or at any point during the Course (particularly if the Course

takes place over several linked and/or progressive sessions), no refund of Course fees shall be available.

- 5.10 In the event that a Course is cancelled by the Company, the Company shall provide a pro rata refund of any Course fees paid by a Parent. The Company will take into account any part of the Course that the Child was able to attend before cancellation, and provide a pro rata refund for any part of the Course which was not completed by the Child as a result of the early termination.
- 5.11 A child member may be accompanied in the club by up to a maximum of four adults at any one time.
- 5.12 Members bring up to a maximum of two child guests at any one time, unless otherwise agreed in writing with a manager of the Company. Some membership types include guests passes and others may purchase guest passes at additional cost. A member may only bring the same guest, on four occasions, in any 12 month membership period. The member must be on the premises at all times during their guests visit.

## 6. CONDITIONS & LIABILITY - PLEASE READ CAREFULLY

- 6.1 In the event of illness of the Child, or such other similar circumstances or emergency arise, the Parent, if not already at the Premises agrees to collect the Child from the Premises as soon as possible after receiving notification from the Company, or in any event within one hour of receiving such notification. If the Parent is at the Premises, the Parent agrees to remove the Child from the Premises immediately. The Parent shall provide the Company with their contact details at the commencement of the Membership. Contact details of all Authorised Adults should also be provided so that the Company may arrange collection of a Child in the event that the Parent cannot be contacted.
- 6.2 Upon commencement of Membership, the Parent must provide the Company with written notification and instructions of any allergy, illness or specific requirements relating to their health and care, and how such requirements and care can be met. In the event that such information is not provided where

- required, the Company excludes all liability to the fullest extent permitted by law.
- 6.3 The Parent must be available for the Company to contact at any time whilst the Child is on the Premises, particularly if it has been agreed with the Company that the Parent may leave the Child at the Premises.
- 6.4 Whilst every effort will be made to ensure reasonable standards of skills, integrity and reliability from Staff, the Company is not liable for any loss, expense, damage or delay arising from any failure to provide Staff for all or part of an Activity or Course or from any accidents or damage to property or lack of skill of Staff. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.
- 6.5 The Parent agrees that by accepting these Conditions they acknowledge that the facilities provided by the Company are safe and suitable for the Child and the Parent acknowledges that by participating in the Activities the Child may suffer other loss or damage.
- 6.6 The Parent further acknowledges that the Parent has voluntarily assumed the risk of such losses and waives any claims for such losses against the Company and/or Staff and discharges such persons from responsibility for such losses and covenants not to sue such persons for such losses. The Parent 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 Company's insurance policies.
- 6.7 Only food and beverages purchased from the Company may be consumed on the premises, with the exception of baby milk or formula and the Company may refuse entry, or require food brought into the club by a Member, Parent or Authorised Adult to be discarded prior to entry or use of the facilities.
- 6.8 The company does not permit photography or video filming on the premises.
- 6.9 The Company may from time to time take photographs and videos of members engaging in activities to be used for training or marketing purposes. The member consents to the Company using images of their family for marketing and publicity-related purposes and in other Company's

publications, and understand that they may be published on the Company's website or another website or elsewhere.

Furthermore the member understands that:

- their images will be held in accordance with the Data Protection Act;
- that the images captured in the video recordings and/or photographs will be the copyright of the Company and any other intellectual property which arises in the recordings will also belong to the Company;
- agrees to irrevocably assign all property rights in my family's performance and/or recordings to the Company;
- they can ask the Company to stop using their family images at any time, in which case they will not be used in future publications but may continue to appear in publications already in circulation

## 7. TERMINATION

- 7.1 The Company reserves the right to terminate Membership for any breach of these Conditions by the Parent, including the non-payment of overdue Membership Fees, or for any conduct which, in the Company's opinion, is damaging to the character or interests of the Company or the Premises, or is offensive or threatening to other members or Staff.
- 7.2 The Company also reserves the right to terminate Membership if the Company deems that the Child's or Authorised Adult's behaviour is unacceptable or endangers the safety or wellbeing of any other Child, Staff or individual at the Premises.
- 7.3 If the Parent, Authorised Adult or Member engages an employee or former employee of the Company within 12 months of the termination of that employee's employment, howsoever occasioned, in any capacity whatsoever, the Parent will be liable to pay the company a fee of £3,500 plus VAT. Additionally the Company may terminate the membership with immediate effect.
- 7.4 In the event of termination in accordance with clauses 7.1, 7.2

and 7.3, no refund of Membership Fees shall be due.

- 7.5 A Parent may terminate Membership at any time giving at least three month's written notice to the Company, after the initial nine months of the membership period have expired, such notice to expire at the end of the Membership Period. The Company may terminate Membership at any time by giving three months' notice in writing.
- 7.6 Upon termination of Membership all privileges of membership end with immediate effect without any right to claim for any refund of Membership Fees.
- 7.7 Any and all outstanding Membership Fees, Activity and/or Course fees shall be immediately due and payable.

## 8. FORCE MAJEURE

- 8.1 If the Company is prevented, hindered or delayed from or in performing any of its obligations under these conditions by a Force Majeure Event:
  - 8.1.1 the Company's obligations under these conditions are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
  - 8.1.2 within 7 days of the start of the Force Majeure Event, the Company shall notify Parents in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under these Conditions;
  - 8.1.3 the Company shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under these Conditions; and
  - 8.1.4 as soon as practical, the Company shall notify Parents in writing that the Force Majeure Event has ended and resume performance of its obligations under these Conditions.
- 8.2 If the Force Majeure Event continues for more than one month starting on the day the Force Majeure Event starts, the Parent may terminate the Membership forthwith by giving notice in writing to the other party.
- 8.3 In the event that Membership must be terminated as a result of a Force Majeure Event, the Company will provide Members

with a pro rata refund of the Membership Fee for the remaining period of the Membership that cannot be concluded as a result of the early termination.

## 9. DATA PROTECTION

- 9.1 Company shall process any Personal Data in accordance with its Privacy Policy as updated from time to time and available at [www.purpledragonplay.com](http://www.purpledragonplay.com) (a copy of which is also provided with these Conditions), and in accordance with its obligations as a Data Controller.
- 9.2 The Parent hereby consents to the processing of any Personal Data collected by the Company in accordance with the Privacy Policy as referred to in clause 9.1.
- 9.3 For the purposes of this clause 9, the terms "Personal Data", and "Data Controller" shall have their respective meanings as defined in the General Data Protection Regulation 2016.

## 10. GENERAL

- 10.1 A waiver of any right under these Conditions is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Conditions or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 10.2 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions, which shall remain in full force and effect.
- 10.3 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be

- necessary to make it valid and enforceable.
- 10.4 Membership shall not be transferrable. The Company reserves the right to assign or sub-contract the whole or any part of these Conditions.
  - 10.5 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
  - 10.6 The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.
  - 10.7 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Conditions or the legal relationships established by or in connection with such Conditions.



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