

the
small print

Welcome to PD's Little Brother

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 etc. 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 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, 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, waiters 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 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 can do this for a maximum period of two hours at a time. We will always try to accommodate your request but we're sure you'll understand this is subject to availability. Requests for play buddies must be made to the General Manager. The relevant Play Buddy booking and consent form must be completed before the service can commence. 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 hard 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 nannies, chefs or other household staff.

Guests

We have a guest policy to ensure that all our members are having a good time. Guests must be pre-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 annual membership comes with a number of family guest passes to use at any time throughout the membership year. A family guest pass gives you the opportunity to invite friends to join you at the club for a visit. A family guest pass is for a family of up to 2 adults and 3 children. A member may bring the same family up to 4 times in any membership year.

Please ask your guests to respect the privacy of the other members by not taking photos or videos in the club. If you recommend friends who join Purple Dragon, our referral scheme gives you access to additional cumulative rewards, which are as follows:

- Refer a friend: Receive a free guest pass, worth £45, for every new member you sign up.
- Refer 3 friends: Receive £50 on your levy card.
- Refer 5 friends: Receive 4 hours of Play Dates with one of our Play Buddies for up to 2 children.
- Refer 7 friends: Receive an exclusive Champagne tea for you and up to 6 people.
- Refer 10 friends: Receive a children's birthday party for 15, worth £525.

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 people's 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 teamwork

Eating and Drinking

We offer an all-day menu of delicious dishes, seasonal snacks and scrumptious goodies to enjoy in the Pantry. These are updated on a weekly and seasonal basis.

Feel free to help yourself to complimentary still and sparkling water from our water station.

If you have specific dietary requirements, allergies or special requests please let us know and we will try our hardest to accommodate these. A full list of allergens is available at the pantry.

Please note that we are a nut free zone, so please don't bring any nuts into the club. We offer a range of smoothies for children, together with our own seasonal purees for babies.

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

Adventures and Experiences

Bolster confidence, communication, co-ordination and creativity with our signature learning through play classes. 30-45 minutes of teacher led, age appropriate activities in art, crafts, design, cooking, messy play, music & movement. Younger children may 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 reception 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. 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 adventures in these areas, so please feel free to pop in. Cooking sessions run every 45 minutes throughout the day, starting at 9.30am. Sign up for the slot you would like via our app.

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 drop in at any time and know that there is a great activity to get involved in across the club – from movement and music, to arts and crafts, cooking and messy play, to dance and martial arts. Our art, music and cooking labs are 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 members' needs and our adaptable and flexible environment allows us to tailor activities appropriately.

Strobe Lighting

Our Light Lab, Studio 131 and DJs & Divas rooms have strobe lighting effects which may affect people with photo-sensitive epilepsy or other such conditions.

Birthday Parties

We know how important birthdays are and would love to celebrate all of our members' birthdays with them. You can hire the whole club 6.30pm to 9pm, or host a smaller event during the day (subject to availability). If you are interested in booking a party, please talk to our General Manager or Assistant GM.

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 stable. Please fold buggies and use the storage racks provided. We provide cubbyholes for belongings and lockers for valuables in the Drawing Room and Hello You.

Please note that we cannot accept any liability for loss of personal items left in the buggy stable, wardrobes or elsewhere in the club itself. Please use the lockers if you wish to store any valuables.

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 also use eco products for cleaning and maintenance throughout the club.

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.

Weekly Chirp & The Family Times

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 the club. Please make sure you are in the loop by updating your email contact info and by reading the email.

Every quarter we publish our magazine The Family Times – be sure to check in for news, events and features.

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 to see how we are doing every now and again. Please do give us as much detail as you can – we really do read them!

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 reception 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 at hand to help and we always have a number of managers on site who can assist with questions and help to resolve any issues.

Renewals, Changes to and Cancellation of Membership

The Just A Taste packs are valid for one year from the date of purchase. They must be paid for in full at the outset of the membership. Once all the visits have been used the member may buy an additional pack. A visit is an attendance at the club by any or all of the family members. Existing members will be given the opportunity to buy an additional pack before this is offered out to families on the waiting list. In the event that the member has not used all of the sessions in their pack within a year, the company may at its sole discretion offer an extension period in which to use the sessions of up to one month.

Premier & Weekday Membership

Premier and Weekday memberships can be paid for either annually or monthly in advance by Direct Debit. If you opt to pay monthly, the first month's subscriptions must be paid, together with the joining fee, by debit or credit card or by bank transfer and a Direct Debit form must be completed before membership can commence.

Other Terms & Conditions of Membership

1. 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 Little Brother Putney Limited, a company registered in England and Wales with company number 10451368, 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 Unit 2, Tileman House, 131-135 Upper Richmond Road, Putney SW15 2TR;

“Staff” means an individual whose services are supplied by the Company for any Activity.

MEMBERSHIP TERMS AND CONDITIONS

- 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 commencement of use of the club or activities by any family member, 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 Joining and Membership Fees. The Fees must be either paid in full at the commencement of the Membership, or for Premier & Weekday members who opt to pay monthly, the first month must be paid by debit or credit card and a standing order mandate completed. 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.
- 4.4 The Company reserves the right to charge interest on any overdue Membership Fees. 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% per annum.
- 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.
- 4.8 Once a session or multiple session bookings has been made the member will have the corresponding number of sessions deducted from their Just a Taste pack.

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 applied for 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.

- 5.5 Any Child under the age of 3 years should be accompanied by a Parent at all times during classes, experiences & adventures. Children above the age of 3 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. A parent or guardian must be on the premises at all times.
- 5.7 Where an Activity is only available to a set number of participants at any one time, a Parent will be required to 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. For the avoidance of doubt the member must have a valid session or sessions available in their pack to book into a class or classes.
- 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 two Authorized Adults at any one time.

5.12 Members may bring a guest family with them to the club. Guests must be prebooked, which can be done through the app. 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 must 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. 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 allow members to take photos or video film at the club.
- 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 Child's behaviour is deemed 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 or Just A Taste Fees shall be due.
- 7.5 A Parent may terminate Membership at any time after the initial 12 month period by giving at least one month's written notice to the Company. No refund of any sessions or packs will be given by the company on termination by a Parent. The Company may terminate Membership at any time by giving one 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 for any unused visits or unexpired membership time they currently hold, which has been paid for in full and that cannot be used 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 (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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