



1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our Baby Sensory classes (“**Classes**”) and general services (“**Services**”) to you as a consumer.
- 1.2 **Who we are.** We are Baby Sensory Limited. Our company number is 05454365.
- 1.3 **How to contact us.** You can contact your Class Leader (as defined below) using the relevant contact details which can be found here: <https://www.wowworldgroup.com/find-a-class>
- 1.4 **Definitions.** The following definitions and interpretations shall apply throughout these terms:
- 1.4.1 “**Class Leader**” shall mean the Franchisee, or another member of staff designated by them as being responsible for providing our Services to you from time to time;
- 1.4.2 “**Franchisee**” means a franchised business independently owned and operated by a franchisee under licence from Baby Sensory Limited; and
- 1.4.3 “**we**”, “**us**”, “**our**” or “**Baby Sensory**” means Baby Sensory Limited or a Franchisee as may be the case from time to time.
- 1.4.4 “**Classes**” shall be deemed to be included within the “**Services**”; and
- 1.4.5 When we use the words “**writing**” or “**written**” in these terms, this includes emails.

2. OUR CONTRACT WITH YOU

- 2.1 **We operate a franchise model.** Baby Sensory’s Services will be provided to you by one of our Franchisees, and your order (and any Contract formed as a result) shall be between you and the relevant Franchisee who is licenced to provide our Services. The list of Franchisees and their territories can be found here: <https://www.wowworldgroup.com/find-a-class>
- 2.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us (the “**Contract**”).
- 2.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this (including why we cannot accept your order), and will not charge you for the Services.
- 2.4 **If you continually cancel orders placed with us or breach our terms.** We understand that there may many valid reasons for you to cancel or request to change the date and time of your Class place. However, the nature of our Classes means there are limited spaces, and we rely on customers keeping to their arranged Classes where possible. If you continually cancel your Class place without a good reason, we



reserve the right, at our absolute discretion, to not accept further orders from you. We also may at our absolute discretion, not accept further orders where you have previously committed a material breach, or repeated breaches of these terms (be that with the same or a different Franchisee to which an order is now being placed).

- 2.5 **Intellectual property rights belong to us.** All intellectual property rights in our Classes or any other Services, including any materials provided to you in our provision of the same belongs to us or our third party licensors. Unless otherwise permitted by these terms, you must not permit any other person to use or benefit from any materials or information provided to you in the course of us providing you with our Services.
- 2.6 **Photography and media use.** Parents are welcome to take photos and videos of their child throughout any of our Classes, and to share these on social media or with their friends and family. However, this is at the sole discretion of the Class Leader, who may withdraw this right at any time where a parent is acting unreasonably (for example, preventing or delaying us providing the Class, taking excessive amounts of photos, videoing whole segments of our Classes, or taking photos or videos of other children without their parent's permission).

3. OUR SERVICES

- 3.1 **Services may vary slightly from their description on the website.** The descriptions of the Services on our website are for indicative purposes only. Although we have made every effort to describe the Services accurately, we cannot guarantee that our Services will not vary slightly between Franchisees.
- 3.2 **You confirm that you and your child are able to take part in our Classes.** By placing an order or attending a Class, you agree that both you and any child under your care or supervision are able to take part in our Classes or any other Services which you order from us, and that it would not be harmful to either you or your child's health, safety, comfort or physical condition to do so. Please note, we will not be liable for any loss, injury or damage suffered where you do not tell us about a medical condition, or you or the child do an activity which you are aware (or should have been aware) would, or might be, detrimental to you or the child.
- 3.3 **You and your child use our Services at your own risk.** You and any child for which you are responsible use our Services and attend our Classes at your own risk and you are responsible for supervising any child in your care at all times (including during Classes). As long as we have provided the Services with reasonable skill and care, we will not be liable to you for any loss, damage or injury suffered by you or a child for whom you are responsible as a consequence of you not following our instructions during the provision of our Classes or Services.
- 3.4 **You shall not allow your child to attend a Class if they are ill.** You must not bring your child to a class in the following circumstances:
- 3.4.1 they have had a fever or a cough within the 14 days prior to the Class;
 - 3.4.2 they have had an upset stomach or diarrhoea in the 48 hours prior to the Class;



- 3.4.3 they have heavy nasal discharge;
 - 3.4.4 they have discharging eyes; or
 - 3.4.5 they have symptoms of a possible communicable disease, including, but not limited to, Covid-19, measles, chicken pox, German measles, whooping cough, impetigo, scarlet fever, hand foot and mouth disease or norovirus.
- 3.5 **You must comply with our policies and procedures.** You must comply with, and ensure that your child complies with, any policies and procedures which we communicate to you from time to time in relation to the Services. This may include (but shall not be limited to) policies in relation to health and safety.
- 4. PROVIDING THE SERVICES**
- 4.1 **Services may vary from time to time.** Our Services (including the timetables for, and the content of, our Classes) will be as set out on our website (on the relevant Franchisee's page) from time to time. Please note that the provision of our Services are subject to change, and may vary between Franchisees.
- 4.2 **Classes may be provided individually or as a term.** When you place an order, you may purchase individual Classes, or you may purchase a set of Classes together (a "Term").
- 4.3 **When you purchase Classes individually.** Each Class will be provided on the date stated in our acceptance of your order.
- 4.4 **When you purchase a Term of Classes.** Your Term will commence on the date of the first Class. We will supply our Services to you until either the Services are completed and your Term expires, or this Contract is otherwise brought to an end by you or us under these terms.
- 4.5 **We are not responsible for delays outside our control.** 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 and we will take steps to minimise the effect of the delay. These steps may include offering rescheduled dates for the Classes. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay and we are not able to reschedule the Classes, you may contact us to end the Contract and receive a refund for any Services you have paid for but not received.
- 4.6 **If you do not allow us to provide Services.** If you miss a Class (and you do not have a good reason for this), we are unable to provide a refund for any Services which you paid for but did not receive.
- 4.7 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you, for example, the names of any children attending our Classes, existing medical conditions, and any immunisations given to your child. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.



- 4.8 **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for any substantial period of time, we will adjust the price so that you do not pay for Services while they are suspended.
- 4.9 **Your rights if we withdraw the supply of Services.** We will contact you at least 7 days in advance to tell you we will be withdrawing the supply of Services in your territory, and will inform you if there is an alternative Class Leader who can provide the Services to you. Where an alternative Class Leader is available, you have the right to:
- 4.9.1 accept the Services being provided by an alternative Class Leader;
 - 4.9.2 request that your Services are provided by any of our other Class Leaders, a list of which can be found here: <https://www.wowworldgroup.com/find-a-class> (the acceptance of such a request being at our complete discretion); or
 - 4.9.3 cancel the Contract as per your rights under these terms.

If we withdraw the Services and we cannot provide an alternative Class Leader, we will cancel the Contract and refund any sums you have paid in advance for Services which will not be provided.

- 4.10 **We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to under these terms and you still do not make payment within 7 days of us reminding you that payment is due, we have the discretion to suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services.

5. OUR CLASS TRANSFER & CANCELLATION POLICY

- 5.1 **We may allow you to transfer your Class place to another person, or to cancel your Class place.** Subject to the remaining terms of this clause 5, we may allow you to transfer or cancel your Class, or any Class within a Term, but this remains at our absolute discretion at all times.
- 5.2 **No automatic right to a refund.** Unless you are cancelling your place during the 14 day cooling-off period (see clause 6.3), you shall not be entitled to a refund in any respect when you cancel or transfer your place under this clause 5.
- 5.3 **If you wish to transfer your Class place.** If you wish to transfer your Class place, you must contact your Class Leader not less than 3 days prior to the date of the relevant Class. Your Class Leader will then provide you with a discount code, which should be provided to the person to whom you are transferring your place (the “**Recipient**”). The Recipient should then place an order on our website, and use the discount code when making payment.



- 5.4 **Effect of transferring your Class place.** Once the Recipient has placed an order, and this has been accepted by us, and you will no longer be eligible to attend the relevant Class. Once accepted by us, the transfer of your place is irrevocable.
- 5.5 **We are not liable for use of any discount code.** We shall not be liable for any loss or damage suffered by you as a result of a third party using any discount code which we have provided to you. You remain responsible for all consequences arising from the use or misuse of any discount code and that any use of the discount code will have been deemed to have been authorised by you. If you know or suspect that anyone other than the Recipient has received the discount code provided, you must promptly notify us.
- 5.6 **If you wish to cancel your place on any Class.** If you wish to cancel your Class place (either for a specific Class, or for all remaining Classes in a Term) , you must contact your Class Leader:
- 5.6.1 in the case of illness – as soon as practicable; or
- 5.6.2 in any other case - not less than 7 days before the date of the relevant Class.
- 5.7 **We may re-sell your place when you cancel.** Where you cancel your Class place, we may at our absolute discretion try to sell your Class place to another customer. Where we are successful in doing so, we shall refund you for the Class which you have cancelled. A refund in any other circumstances where you cancel a Class shall be at our sole and absolute discretion.
6. **YOUR RIGHTS TO END THE CONTRACT**
- 6.1 **Ending the Contract without good reason.** You may end the Contract between us and you at any time for any reason by giving us notice in writing. Where you give us notice that you would like to end the Contract, this will be with immediate effect unless you have stated otherwise in your notice to us. When you cancel under this clause you will not be entitled to a refund of any payments you have made in respect of the Services, whether such Services have been received or not, and you may have to pay us an administration fee, to cover the costs we will incur as a result of your ending the Contract.
- 6.2 **Where you have a good reason for ending the Contract.** You may end the Contract between us by giving us 7 days' written notice at any time if:
- 6.2.1 we have told you about an upcoming change to the Services or these terms which you do not agree to;
- 6.2.2 we have told you that we are withdrawing the Services from your territory and you do not agree to an alternative Class Leader providing the Services;
- 6.2.3 we have told you about an error in the price or description of our Services which you have ordered, and you do not wish to proceed;
- 6.2.4 we have suspended supply of the Services or we have notified you we are going to suspend them, in either case for a period of more than 30 days; or



6.2.5 we commit a serious breach of any provision of these terms,

in which case we will refund any payments made for Services which have not been received at the date we receive your notice.

- 6.3 **Your right to cancel the Contract.** You can cancel within 14 days of us accepting your order (the “cooling off period”) without giving a reason. If you want to exercise the right to cancel, please contact your Class Leader using their contact details which can be found here: <https://www.wowworldgroup.com/find-a-class>. The Franchisee will refund all payments received from you. However, if you have used our Services during the cooling off period, we will make a reasonable deduction from any refund we give to reflect your use of the Services during the cooling off period.

7. OUR RIGHTS TO END THE CONTRACT

- 7.1 **We may end the Contract if you break it.** We may end the Contract for our Services at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due, or if you commit a serious breach (or repeated breaches) of these terms.
- 7.2 **You must pay our admin costs if you break the Contract.** If we end the Contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you the reasonable administration costs we will incur as a result of your breaking the Contract (such as for any materials we have procured to provide the Services to you).

8. OUR RIGHTS TO MAKE CHANGES

- 8.1 **Minor changes to the Services.** We may change the Services to implement minor adjustments and improvements to respond to customer needs or to remain competitive, for example to address a health and safety concern.
- 8.2 **More significant changes to the Services and these terms.** In addition, we may make more significant changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any Services paid for but not received.

9. PRICE AND PAYMENT

- 9.1 **Where to find the price for the Services.** The price of the Services (which includes VAT where applicable) will be the price indicated on our website (specifically the page of the Franchisee who provides the Services to you) from time to time, and the price you have been charged will be as on our confirmation of your order.
- 9.2 **When you must pay and how you must pay.** We will inform you of what payment methods we can accept and when you must pay for the Services at the time of placing your order. Your payment will be held securely and will not be processed until we accept your order. Payment for our Services must have been made in full as agreed between you and us before we provide any of our Services to you.



9.3 **We may offer credit facilities.** We may offer credit terms in relation to our Services, but this shall remain at the sole and absolute discretion of the Franchisee at all times.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. For the avoidance of doubt, provided that we have performed our Services with reasonable skill and care and we have not breached the Contract, we will not be liable to you for any loss or damage you suffer as a result of attending our Classes (save where such an exclusion is prohibited by law).

10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are as described and supplied with reasonable skill and care.

10.3 **We are not liable for your property.** Please note that your property and belongings which you or your child bring to a Class are your responsibility and we shall not be responsible for any loss of, or damage to, such property.

10.4 **We are not liable for business losses.** These terms cover the supply the Services to you as a consumer. If you use the Services covered by the Contract and these terms, or any materials provided in their delivery for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, which can be found here: <https://www.wowworldgroup.com/privacy-policy> .

12. OTHER IMPORTANT TERMS

12.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations (in full or in part) under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

12.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms if we agree to this in writing.

12.3 **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of



us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

- 12.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 12.6 **Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.