

Calzaghe Mini Dragons Membership Terms

Please read the following important terms and conditions before you buy anything on our website or social media pages and check that they contain everything which you want and nothing that you are not willing to agree to.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'We'**, **'us'** or **'our'** means Calzaghe Mini Dragons Limited; and
- **'You'** or **'your'** means the person using our site to buy services from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- Email: rob@calzaghemini dragons.co.uk (Monday to Friday: 9 am to 5 pm); or
- Telephone: 07963 183496 (Monday to Friday: 9 am to 6 pm).

Who are we?

We are Calzaghe Mini Dragons Limited (trading as Calzaghe Mini Dragons), a company registered in England and Wales under company number: 12300900.

Our registered office is at: 2 Ridgeway, Lisvane, Cardiff, CF14 0RR.

The details of this contract will not be filed with any relevant authority by us.

1. Introduction

- 1.1. If you buy services on our site or social media pages you agree to be legally bound by this contract.
- 1.2. This contract is only available in English. No other languages will apply to this contract.
- 1.3. When buying any services you also agree to be legally bound by:
 - 1.3.1. our website terms and conditions;

- 1.3.2. extra terms which may add to, or replace some of, this contract. This may happen for commercial, security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply; and

All of the above documents form part of this contract as though set out in full here.

2. Information we give you

- 2.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. This key information is contained in this contract.
- 2.2. If we have to change any of this key information once you've agreed to these terms, we can only do this with your agreement.

3. Your privacy and personal information

- 3.1. Our **Privacy Policy** is available at www.calzagheminidragons.co.uk
- 3.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4. Membership

- 4.1. Below, we set out how a legally binding contract between you and us is made and the services we provide.
- 4.2. Our membership subscription costs £8.99 per calendar month and is payable each month in advance (e.g. if you join on 5th of the month, your membership shall expire on the 4th of the following month; you will be billed monthly on or around the 5th of each month until this contract is cancelled).
- 4.3. Payment of the membership subscription allows you access to:
 - 4.3.1. an online members group/page with access to our online content and videos and exclusive member content;
 - 4.3.2. exclusive member discounts for our in-person training sessions/camps (note that to benefit from any member discounts you must maintain the membership subscription for the duration of the course/classes – e.g. if a 12 week camp, you must remain a member throughout the entire 12 week period of the camp);
- 4.4. You do not need to pay a membership subscription per child; the monthly membership subscription is a flat subscription rate which entitles your household to the membership benefits set out in 4.3 above. For the purposes of this clause 4.4, 'household' shall include individuals who comprise a family unit and who live together under the same roof.

5. Right to cancel

- 5.1. You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period. This is further explained in clauses 5.5 and 5.6 below.
- 5.2. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 5.3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email) using the contact details at the top of this contract.
- 5.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5. We will not start providing the services during the 14-day cancellation period unless you ask us to. You can do this by ticking the check box at the end of these terms stating that you wish for your membership to start immediately. If you do not tick the box, we will not be able to start providing the membership services to you until the cancellation period has expired. We are not obliged to accept your request.
- 5.6. This means that if you requested for us to start providing the services during the cancellation period and you are given access to our membership services, you lose your right to cancel.
- 5.7. This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 9 below.

6. Effects of cancellation

- 6.1. If you cancel this contract under clause 5, we will reimburse to your up-front membership payment received from you unless you requested for us to start providing the services during the cancellation period.
- 6.2. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.3. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7. Carrying out of the membership services

- 7.1. We shall carry out the membership services specified in clause 4.3 above.
- 7.2. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed.

8. Payment

- 8.1. Payments are to be made via Stripe through our website (further details about Stripe can be found at www.stripe.com).
- 8.2. We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.3. Your credit card or debit card will be charged from the date your membership starts on a monthly basis until your membership ends.
- 8.4. If your payment is not received by us under clause 8.3, we may charge interest on any balance outstanding at the rate of 5% percentage points per year above HSBC Bank plc's base rate. We will email you to let you know if we intend to do this.
- 8.5. Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 8.6. The price of the services is in pounds sterling (GBP);

9. Faulty services

- 9.1. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') for example (You may also have other rights in law):
 - 9.1.1. the services must be carried out with reasonable care and skill;
 - 9.1.2. you must pay a reasonable price for the services, and no more, if you and we haven't fixed a price for the services; and
 - 9.1.3. we must carry out the services within a reasonable time, if you and we haven't fixed a time for the services to be carried out.
- 9.2. Please contact us using the contact details at the top of this contract if you have any issues with your membership subscription.

10. Licence

- 10.1. When you purchase a membership subscription to access membership content, we will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access, participate in and use the relevant content for personal, non-commercial purposes. The licence granted to you does not give you any rights in our content (including any material that we may licence from third parties).
- 10.2. The licence granted to you under Clause 10.1 is subject to the following usage restrictions and/or permissions:

10.2.1. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); and

10.2.2. If exceptionally any content two way livestream facility item or event accessible or available to you is also simultaneously made accessible or available by us to any other person(s), you may not use that two way livestream facility to communicate or make accessible to any such other person(s) anything (by voice, text, image or otherwise) except as we may expressly request or permit in any case.

11. End of the contract

11.1. You may terminate this contract by providing not less than 30 days' notice in writing to Rob Oyston at rob@calzagheminidragons.co.uk or by post to Calzaghe Mini Dragons, 2 Ridgeway, Lisvane, Cardiff, CF14 0RR.

11.2. If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12. Limit on our responsibility to you

12.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1. losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) were not caused by any breach on our part;

12.1.2. business losses; and

12.1.3. losses to non-consumers.

13. Disputes

13.1. We will try to resolve any disputes with you quickly and efficiently.

13.2. If you are unhappy with:

13.2.1. the services;

13.2.2. our service to you generally; or

13.2.3. any other matter,

please contact us as soon as possible.

13.3. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

13.3.1. let you know that we cannot settle the dispute with you; and

13.3.2. give you certain information required by law about our alternative dispute resolution provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr>.

13.4. If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

13.5. The laws of England and Wales will apply to this contract.

14. Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.