

# Terms & Conditions

## Femtinis Learning Hub: Workshops & Sessions

By accepting an invitation, making a booking, or attending any workshop, session, class, course, or event organised, delivered, or hosted by Femtinis Learning Hub and/or its associated brands, whether delivered onsite at the hub or offsite at external venues, you agree to the following Terms and Conditions.

These Terms and Conditions apply to all children's sessions, adult workshops, courses, clubs, and events, regardless of the programme name, brand name, delivery format, or location, whether booked individually or as part of a block.

## 1. Bookings, Invitations, Payments & Funded Places

### 1.1 Booking Types & Eligibility

- Workshops and sessions at the Femtinis Hub may be offered as either:
  - Invitation-only sessions, or
  - Sessions with public booking links.
- Where sessions are invitation-only, invitations may be issued via email, message, or direct booking link and are non-transferable unless explicitly agreed in advance.
- Where sessions are available via public booking links, submission of a booking request does not guarantee acceptance.
- We reserve the right to decline, cancel, or withdraw any booking, whether invitation-only or publicly bookable, without providing a reason, and at any stage prior to or during the session.
- If an invitation is declined or not accepted within the stated timeframe, the place may be offered to another participant, and the individual may lose their position on the waiting list.
- Submission of interest, inclusion on a waiting list, or access to a public booking link does not create an entitlement to a place.

### 1.2 Bookings & Payments

- All sessions must be paid in full at the time of booking, unless the session is fully or partially funded.
- A booking secures a specific date, time, and place and is non-refundable and non-transferable, subject to these terms.
- Places are limited and allocated based on availability and suitability.

### 1.3 Funded Sessions & Free Places

- From time to time, the Femtos Hub may offer fully or partially funded sessions, where attendance is free of charge to participants due to external funding, grants, or partnerships.
  - Funded places are limited, allocated by invitation only, and subject to funding criteria.
  - If a funded place is booked and the participant does not attend, particularly without reasonable notice that would have allowed the place to be offered to someone else, this may be considered a misuse of a funded opportunity.
  - In such cases, we reserve the right to:
    - Withdraw access to future funded sessions, and/or
    - Decline future funded invitations for the individual or family.
  - This does not affect eligibility for paid sessions unless otherwise stated.
  - Funded sessions are subject to the same behaviour, safety, and attendance expectations as all other sessions.
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## 2. Expectations, Behaviour & Conduct at Sessions

### 2.1 Arrival & Collection (Children's Sessions)

- Parents/carers must ensure children arrive on time and are collected promptly at the end of the session.
- A 15-minute grace period is allowed for collection. After this grace period, a charge of £10 per 15 minutes will apply, rounded up to the nearly 15min.
- Repeated late collection may result in future bookings being declined.

### 2.2 Behaviour, Safety & Participation

- All participants are expected to follow instructions, behave respectfully, and participate safely in sessions.
- If a participant (child or adult):
  - persistently misbehaves,
  - disrupts the session, or
  - places themselves, others, or property at risk,they may be removed from activities or from the session entirely.
- In serious cases involving children, parents/carers may be contacted and asked to collect their child immediately.
- For safety reasons, staff may physically intervene to prevent harm. Any intervention will be proportionate and in the participant's best interests.
- No refund will be issued where a participant is unable to complete a session due to behaviour or safety concerns.

## 2.3 Respect for the Space, Staff & Community

- Participants and parents/carers are expected to treat staff, facilitators, other participants, equipment, materials, and the premises with respect.
- Parents/carers remain financially responsible for any damage caused by their child to equipment, materials, furniture, or the premises, whether accidental or deliberate.

## 2.4 Parking & Access

- There is no visitor parking directly in front of the Femtinis Hub. Front spaces are reserved for staff only.
  - The parking area behind the Adult Education Centre is private and must not be used.
  - The drive-through access area must not be blocked at any time.
  - Parking in front of neighbouring businesses (including the estate agents) is not permitted.
  - The recommended parking location is Victoria Common Car Park (free).
    - Attendees are responsible for checking car park closing times, particularly in winter.
  - Limited roadside parking is available nearby, subject to restrictions.
  - We accept no responsibility for parking fines, penalties, or vehicle damage.
  - Failure to follow parking guidance may result in future bookings being declined.
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# 3. Cancellations, Changes & Refunds

## 3.1 Cancellations, Refunds & Missed Sessions (By Participants)

- No refunds are available once a session is booked, including but not limited to:
  - Illness (child or adult)
  - Holidays or travel disruption
  - Schedule clashes
  - Non-attendance for any reason
- Sessions cannot be rolled over, rescheduled, or credited to another date.
- This applies to all sessions, including funded sessions.

## 3.2 Cancellations, Amendments & Refusal of Service (By Us)

- We reserve the right to:
  - Cancel or amend sessions
  - Refuse or withdraw access where behaviour or conduct (by participants or accompanying adults) is deemed incompatible with the values, safety, or wellbeing of the Femtinis Learning Hub community.
  - Decline or cancel bookings without providing a reason

- Where a session is cancelled by us, an alternative date or refund will be offered at our discretion.

### **3.3 Force Majeure (Events Outside Our Control)**

- We shall not be liable for any failure or delay in the performance of our obligations where such failure or delay results from events beyond our reasonable control.
- This includes, but is not limited to, severe weather, power outages, venue access issues, fire, flood, illness or unavailability of staff where a suitable replacement cannot reasonably be arranged, public health emergencies, government guidance or restrictions, or any other event outside our control.
- In such circumstances, we reserve the right to cancel, postpone, or amend sessions. Where reasonably possible, we may offer an alternative date or credit; however, refunds are not guaranteed and will be offered at our discretion.

### **3.4 Replacement Attendees**

- If a participant is unable to attend a booked session and wishes to send a replacement attendee, this must be notified to us as soon as possible.
  - Replacement attendees must meet all age, suitability, safeguarding, and safety requirements applicable to the session.
  - We reserve the right to refuse a replacement attendee at our discretion. Acceptance of a replacement attendee does not create any entitlement to refunds, credits, or rescheduling.
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## **4. Activities, Learning & Assumption of Risk**

### **4.1 Nature of Activities & Risk**

- Sessions may include science experiments, craft and art activities, tools, materials, movement, and public speaking.
- All activities are age-appropriate and risk-assessed, however participation involves an inherent level of risk.
- Participants must follow all safety instructions.
- We reserve the right to modify or stop activities if safety becomes a concern.

### **4.2 No Guarantee of Outcomes or Ongoing Support**

- All sessions delivered by Femtinis and associated brands are designed to be engaging, enriching, and developmentally appropriate; however, we do not guarantee specific outcomes, results, progress, confidence gains, academic improvement, behavioural change, or skill acquisition for any participant, whether child or adult.

- Learning outcomes vary depending on individual engagement, readiness, attendance, participation, group dynamics, and factors beyond our control.
- Attendance at a session does not create an expectation or entitlement to particular results, continued access, or ongoing support beyond what has been explicitly booked and confirmed.

### **4.3 Digital Materials & Communication Boundaries**

- Where digital resources, follow-up materials, recordings, or online communication are provided, these are offered at our discretion and do not form part of the core booking unless explicitly stated.
- Attendance at a session does not create an entitlement to additional one-to-one support, ongoing advice, feedback, or communication outside the session itself.
- Communication with staff outside of sessions must take place via official channels only and within reasonable hours. Direct messaging of staff via personal social media accounts or informal platforms is not permitted.

### **4.4 Adult Workshops & Advice Disclaimer**

- Some sessions involve sharing experience and general guidance.(including but not limited to “101 Guide to Homeschooling”, business workshops, SEN workshops etc)
  - Information is provided in good faith and to the best of our knowledge.
  - We do not provide legal, financial, or regulated professional advice
  - Participants are responsible for decisions made based on information shared.
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## **5. Health, Medical, First Aid & Safeguarding**

### **5.1 Parent / Guardian Responsibilities**

- Parents and legal guardians are responsible for ensuring that the Femtinis Learning Hub is fully informed of all relevant health conditions, medical needs, allergies, disabilities, and special educational needs (SEN) relating to their child at the time of booking.
- Parents/carers must also ensure that any updates or changes to a child’s health, medical, or SEN information are communicated to us in writing and at least 48 hours before a workshop, session, or event commences. This timeframe is required to allow us to assess whether we are suitably trained, resourced, and able to safely support the child’s needs within the scope of the session.
- Failure to provide accurate, complete, or timely information may result in the child being unable to participate in the session. Where participation is declined or withdrawn for this reason, no refund will be issued.

## 5.2 First Aid Provision

- We have appropriately trained staff who are able to provide basic first aid in line with their training and our duty of care.
- First aid provision is intended to offer an immediate response to minor injuries or incidents and does not replace professional medical assessment or treatment. Where further medical attention is required, emergency services may be contacted.

## 5.3 Illness, Medical Attention & Onsite Parent Responsibility

- Participants must be well enough to safely take part in sessions. Children who are unwell, contagious, or otherwise unfit to participate may be refused entry or asked to leave a session in order to protect their own wellbeing and that of others. In such cases, no refund will be issued.
- Where a parent or legal guardian remains onsite, responsibility for a child who becomes unwell or requires medical attention will, in most cases, remain with the parent or legal guardian. Staff may provide first aid support where appropriate but do not assume ongoing medical responsibility.
- If a child becomes unwell during a session and a parent/carer is not onsite, parents/carers may be contacted and required to collect the child promptly.

## 5.4 Support, Communication & Onsite Presence

- Where a child is non-verbal, has a communication impairment, or has additional needs that require one-to-one support, specialist intervention, or adult mediation in order to communicate effectively, regulate safely, or participate meaningfully, a parent or legal guardian may be required to remain onsite for the duration of the session, unless otherwise explicitly agreed in advance.
- Participation is conditional on our ability to ensure the safety, wellbeing, dignity, and inclusion of the child, other participants, and staff. We reserve the right to decline or withdraw participation where appropriate support arrangements cannot reasonably be put in place.

## 5.3 Medication, Safeguarding and Fitness to Attend

- We do not administer medication unless explicitly agreed in writing in advance. Where medication may be required during a session, a parent or legal guardian must remain onsite to administer this as needed.
  - All decisions relating to participation, supervision, medical response, refusal of attendance, or early collection are made in line with our safeguarding responsibilities and our duty of care to all participants, staff, and visitors.
  - **Safeguarding** considerations will always take precedence over convenience, attendance, or booking arrangements.
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## 6. Intellectual Property, Brand Protection & Use of Materials

### 6.1 Ownership of Intellectual Property

- All session content, materials, resources, activities, lesson designs, demonstrations, worksheets, presentations, written content, visual content, verbal instruction, frameworks, methodologies, pedagogical approaches, structures, and delivery models provided by or at the Femtos Hub are protected by copyright, design rights, trademark law, and intellectual property law.
- All intellectual property belongs to Inquisitive Explorers and/or its parent company, unless otherwise stated.

### 6.2 Use of Materials and Derivative Works

- Materials and content are provided for personal use only during participation in sessions.
- No materials or content may be copied, recorded, photographed for redistribution, shared, reproduced, adapted, translated, repurposed, sold, published, or distributed in any format (digital or physical) without prior written permission.
- This restriction applies to:
  - Direct copying
  - Derivative works, including content that is:
    - Rewritten
    - Rephrased
    - Adapted
    - Translated
    - Reproduced with stylistic or cosmetic changes
- The use of artificial intelligence tools (including but not limited to generative AI) to recreate, rephrase, redesign, or produce content that is substantially similar in structure, sequencing, pedagogy, frameworks, or learning outcomes is expressly prohibited without written permission.
- Similarity will be assessed based on overall structure, methodology, pedagogical intent, and learner experience, not solely on wording.

### 6.3 Brand Names, Passing Off & Confusion

- The following names, brands, and programme titles (including but not limited to):
  - Femtos
  - Femtos Learning Hub
  - Femtos Learning Lab
  - Syd
  - Syd Femtos
  - Little Speakers Club
  - Project Art
  - Inquisitive Explorers

- ...and any variations, derivatives, abbreviations, phonetic equivalents, or confusingly similar names are protected.
- The use of names, branding, or programme titles that may:
  - Cause confusion
  - Suggest affiliation
  - Imply endorsement
  - Constitute passing offis strictly prohibited without prior written permission.

## **6.4 Enforcement**

- Any unauthorised use of intellectual property, derivative content, AI-generated adaptations, or confusingly similar branding may result in:
  - Immediate refusal of future bookings or access
  - Formal takedown requests
  - Legal action, where appropriate

## **6.5 Use of Materials on Social Media**

- We recognise and welcome participants sharing aspects of their experience at the Femtinis Hub on personal social media platforms, as this helps celebrate learning and supports our community.
- Participants may share limited excerpts of activities, outcomes, or materials for personal, non-commercial use only, provided that:
  - Content is not redistributed in full,
  - Content is not used to deliver competing workshops, sessions, or products, and
  - Content is not presented as original work created by the participant.
- Where materials, activities, or outcomes originating from the Femtinis Hub are shared on social media, we request and expect appropriate acknowledgement, including:
  - Tagging Femtinis and/or Femtinis Learning Hub or associated brand names, where possible
  - Referencing the programme or session name
  - Linking to our official website or social media accounts where applicable
- Failure to credit or acknowledge the source may be treated as a breach of these Terms, particularly where repeated or where it causes confusion regarding ownership or origin.
- Any commercial use, monetisation, or use within business, training, or educational delivery contexts requires prior written permission.

## **6.6 Licensed Use of Intellectual Property for Co-operatives & Community Groups**

- We recognise that some parents and community members may wish to establish local co-operatives or community-led learning groups.

- Use of Femtinis or Inquisitive Explorers materials, frameworks, session designs, pedagogical approaches, branding, or programme structures for co-operatives, clubs, or group delivery is not permitted by default.
- Where appropriate, we may offer a formal licence to use specified intellectual property for approved co-operative or community use.
- Any such licence:
  - Must be agreed in writing in advance
  - Will define the scope, duration, audience, territory, and permitted use
  - May be free, paid, limited, or revocable, at our discretion
  - Does not transfer ownership of intellectual property
- Running sessions, clubs, co-ops, or learning groups using Femtinis or Inquisitive Explorers materials, structures, pedagogy, or branding without a written licence constitutes unauthorised use of intellectual property.
- Expressions of interest in licensed use should be directed to us formally; informal or verbal permissions are not valid.

## 6.7 Staff Engagement & Non-Solicitation

- All staff, facilitators, tutors, and contractors delivering sessions at the Femtinis Hub are engaged directly by Inquisitive Explorers and/or its parent company.
  - Participants (including parents, carers, and adult attendees) must not solicit, engage, or attempt to recruit Femtinis Hub staff for private work, tutoring, consultancy, employment, or competing services during or following attendance at sessions.
  - This includes direct approaches, indirect approaches via social media, or third-party introductions.
  - Any requests for additional services should be directed through Femtinis.
  - Breach of this clause may result in:
    - Refusal of future bookings
    - Removal from waiting lists
    - Further action where appropriate
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## 7. Photography, Video & Media Use

### 7.1 Purpose of Photography & Media

- The Femtinis Hub may take photographs and/or video recordings during workshops and sessions for marketing, promotional, educational, funding, reporting, and evaluation purposes.
- Media may be used by Femtinis, its delivery partners, funders, and associated organisations across digital platforms, printed materials, websites, social media, and formal reports, strictly for the purposes outlined above.

## 7.2 Consent for Identifiable Images

- Consent for the use of identifiable images and video (including faces) is collected in writing via the registration form.
- Where consent is given, identifiable photographs and video may be captured and used in line with the stated purposes.
- Where consent is not given:
  - The participant will not be identifiable in any images or video.

## 7.3 Non-Identifiable Media & Documentation

- Where consent for identifiable images is not given, non-identifiable photography and video will still take place as part of normal documentation of activities.
- This may include images showing:
  - The back of the participant
  - Hands
  - Materials
  - work in progress
  - Cropped, blurred/pixelated, or distant group shots.
- Complete exclusion from photography or video recording cannot be guaranteed, as documentation is an integral part of how the hub operates.

## 7.4 Changes to Media Consent

- Photography and video consent is determined by the written selection made on the registration form.
- Verbal requests or changes to consent made on the day of a session will not override the written consent provided.
- Any changes to consent must be:
  - Submitted in writing,
  - Received at least 48 hours before the session begins, and
  - Acknowledged by us to take effect.
- Where written changes are not received in time, the original consent selection will apply for that session.

## 7.5 Legal Basis, Safeguarding & Participant Expectations

- Non-identifiable images and video do not constitute personal data under data protection regulations.
- By attending a session, participants acknowledge and accept that:
  - Non-identifiable images or video may be captured and used even where consent for identifiable images has been withheld.
  - Such media may be shared with funders or partners as evidence of delivery and impact.

- Recording of sessions by participants (audio, video, or photography) is not permitted without prior written approval.
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## 8. Data Protection & Privacy

### 8.1 Data Protection Principles

- We take data protection and privacy seriously and handle personal data in accordance with applicable data protection legislation.
- Personal data collected through registrations, attendance, photography consent, and communications is used solely for operational, safeguarding, funding, reporting, and communication purposes.

### 8.2 Privacy Policy

- Full details of how we collect, store, use, and protect personal data - including rights of access, correction, and deletion - are set out in our **Privacy Policy**, which is available upon request or via our website.

### 8.3 Acknowledgement

- By booking or attending a session, participants acknowledge that they have read and understood our **Privacy Policy**.

### 8.4 CCTV Monitoring

- The Femtos Learning Hub operates internal and external CCTV systems, which include video and audio recording, for the purposes of safety, safeguarding, security, and incident management. CCTV is used to help maintain a safe and secure environment for children, adults, staff, and visitors, and to protect the premises, property, and those present.
  - By booking, attending, or participating in any session at the Femtos Learning Hub, participants and visitors acknowledge and accept that both video and audio recording may be in operation within and around the premises.
  - CCTV footage and audio recordings are accessed only by authorised personnel and are used strictly where necessary for the purposes stated above. All recordings are processed, stored, retained, and shared in accordance with applicable data protection legislation and our **Privacy Policy**.
  - Full details regarding the lawful basis for CCTV use (including audio recording), retention periods, access controls, and data subject rights are set out in our **Privacy Policy**.
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## 9. Governing Law & Jurisdiction

### 9.1 Governing Law

- These Terms and Conditions are governed by and interpreted in accordance with the laws of England and Wales.

### 9.2 Jurisdiction

- Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
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## 10. Acceptance of Terms

### 10.1 Acceptance

- Booking, attendance at, or participation in any Femtinis sessions confirms acceptance of these Terms and Conditions.

### 10.2 Incorporation of Other Policies

- By booking, attending, or participating in any session at the Femtinis Learning Hub, participants and parents/carers acknowledge and agree that they are also bound by all other applicable policies published by the Femtinis Learning Hub, as updated from time to time.
- These policies include, but are not limited to:
  - Privacy Policy
  - Safeguarding & Child Protection Policy
  - Health & Safety Policy
  - Behaviour, Wellbeing & Inclusion Policy
- All policies are available via our website. It is the responsibility of participants and parents/carers to familiarise themselves with the current versions.
- In the event of any conflict between these Terms and Conditions and any other policy, these Terms and Conditions shall prevail.

### 10.3 Updates to Terms & Conditions

- These Terms and Conditions may be updated or amended from time to time. We are not required to notify participants or parents/carers of individual changes.
- The most current version of the Terms and Conditions, as published on our website, shall always apply.

- By continuing to book, attend, or participate in any session following the publication of updated Terms and Conditions, participants and parents/carers are deemed to have accepted the latest version.
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