

Definitions

- 1.1. "Carer" means the person who attends the course with the pupil
- 1.2. "Parent" means a parent or legal guardian who will be responsible for the payment of fees and who is the contracting party to this contract.
- 1.3. "TMOC" means the company The Museum of Code, a trading name of Miranna Ltd, the company who you have entered this agreement with.
- 1.4. "Package" means the monetary cost per course as specified when enrolling
- 1.5. "Venue" means the premises where classes will take place.

Acceptance of terms and conditions

- 2.1. All agreements relating to the teaching of the course by TMOC to the pupil are subject to these terms and conditions.
- 2.2. No variation or addition to the terms shall be binding unless agreed in writing by TMOC and the parent.
- 2.3. The Terms shall be deemed to have been accepted by the parent upon payment of the fee by or on behalf of the parent.
- 2.4. The parent and/or carer agrees to keep the content of the TMOC classes confidential and not to copy or use any aspect of the TMOC classes directly or indirectly. The parent and/or carer agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with TMOC while the pupil is a member of TMOC or for a year period afterwards.

Fee and Payment

- 3.1. The parent shall pay the whole fee to TMOC prior to the pupil commencing the course.
- 3.2. The parent acknowledges and agrees that the pupil shall be deemed to be under the direction, care and control of the carer throughout the course and the carer shall be responsible for the welfare and conduct of the pupil throughout the course and whilst the pupil is on the premises.
- 3.3. The parent shall indemnify and keep indemnified TMOC against all loss (including loss of profit), liability, costs and expenses, which TMOC shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the carer or the pupil.

Exclusions of liability

- 1.1. Except in the case of fraud and subject to clause 4 below, TMOC, it's teachers, employees or agents accept no responsibility under any circumstances for any loss (consequential or

otherwise), damage, expense or delay suffered or incurred by the parent, the pupil or any other party arising directly or indirectly or in a way connected with the attendance of the pupil at the course (or any part of it) or any other act or omission on the part of TMOC or any of its teachers, employees or agents even if such act or omission is negligent.

1.2. The parent agrees (for and on behalf of the pupil) that any claim made against TMOC or any coach, employee or agent of TMOC must be brought within 60 days of the event that gave rise to such a claim. Any claim made thereafter will be barred.

1.3. The parent acknowledges, warrants and undertakes (for and on behalf of the parent and the pupil) that the maximum aggregate liability of TMOC to the parent and or pupil under these terms shall not exceed the fee.

1.4. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by negligence of TMOC, its teachers, servants, employees or agents or affects the statutory rights of the parent or pupil.

General

5.1. The fee is non-refundable under any circumstances whatsoever except with the prior written agreement of TMOC, unless the child has attended their first class of their course and given notice that they will not be continuing to attend classes within 24 hours of attending the first class, in which case the course will be refunded within 30 days.

5.2. If classes are cancelled by either the school or setting without agreement with ourselves "Miranna Ltd" then no refunds will be given but classes may be offered for the affected period at the discretion of "Miranna Ltd".

Cancellation

6.1. In the event of cancellation by TMOC prior to the commencement of the course by the pupil, TMOC will refund any outstanding classes within 30 days.

6.2. The parent/carer understands that the classes are to be used consecutively.

7. Rights & Reservations

7.1 TMOC will comply with all agendas set out in our privacy policy.

8. Social Media and Image Uploads

8.1. Photos and videos are permitted to be taken at any of our sessions if the coach is in agreement. However, the TMOC office or teachers do reserve the right to ask that they are not, for any reason. By agreeing to our T&C's you are agreeing that a picture of your child may end up in public domain, Facebook or even TMOC marketing literature. We will always be sensitive

as to how pictures are used and will remove any pictures from our social media that we see as inappropriate. If you do not want your child's photos included, please feel free to speak to us at the office to discuss this and talk to your coach. We hold full details of all people who attend our classes.