



THE SMALL PRINT



purple dragon®
CHELSEA

WELCOME TO PURPLE DRAGON CHELSEA

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.

Here 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.

A WE'RE GOOD TO GO

We've looked really carefully at how we make sure we provide the best environment, with the most fun and we have received our Good To Go accreditation from Public Health England and Visit England. These are some of the measures we've introduced to protect everyone in our community:

- Hospital grade air purification units
- Electrostatic virucidal spraying
- UVC sterilising
- Enhanced cleaning protocols
- Enhanced hand sanitising stations
- Making the club a shoe and buggy free zone (everywhere apart from the entrance and cloakroom)
- Routine temperature checking for everyone entering the club
- Maintaining appropriate social distancing
- Reducing membership numbers
- Restricting the number of guests we allow on a daily basis
- Re-imagining our adventures programme, increasing the number and frequency of

- classes, and limiting participants in each class
- Reducing touch points by using our app to check in and out of the club, look at our menus and book into adventures
- Changing our operating hours to allow us to effectively maintain the club in the cleanest way, let our team travel in a way that avoids crowded public transport and provides the experiences our members want

You can find out more about each of these in our Good To Go guide, which can be found here. We'll continue to monitor these measures for effectiveness, together with the Government guidance and the scientific advice as these evolve. Please help us stay safe and well by following these rules.

B OPEN HOURS & TIMES

The club will be open Tuesday to Sunday, from 9.30am to 6.30pm. These hours reflect when our members most want to use the club and allow our team more time to travel outside of rush hour, whether that's by bike or alternate routes, whilst avoiding crowds.

On a Monday we will be closed in morning for a super deep clean and in the afternoon the club will be available to hire for private events and parties for our members. This allows us to provide the best party experience whilst not compromising the member experience on club days. We'll be offering two party slots, 1-3pm or 4.30-6.30pm and, with the whole club at your disposal, we can create the perfect event for you whether that's a beach party bbq, a disco dance off, a secret agent challenge or a good old fashioned party games and fun. Please speak with a member of the concierge team if you'd like to reserve a spot or find out more.

PREMIER MEMBERS have access to the club Tuesday to Sunday, from 9.30am to 6.30pm. Our premier members have priority access to the club, priority booking of ticketed events (like Santa, the Big Bun Egg Hunt and our Halloween Party) and priority wait listing for adventures.

EARLY BIRD MEMBERS may use the club from 9.30am to 2pm Tuesday to Saturday.

NIGHT BIRD MEMBERS may use the club from 2pm to 6.30pm Tuesday to Saturday.

OUT OF TOWN AND BIG DIPPER MEMBERS may use the club subject visits left on their membership subscription, Tuesday to Sunday, from 9.30am to 6.30pm.

The club will be closed between 24th December and 2nd January, as well as Easter Day.

We review the operating days and hours regularly and reserve the right to make changes to these to comply with changes to government guidance or regulations and to provide the best experience to our members. We also reserve the right to restrict member access to the club should occupancy at any one time exceed the maximum capacity or breaches any government guidelines that may come into force.

C OUR MEMBERSHIP 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 also gives you the ability to book classes and events. It's essentially your membership card and a 24/7 way of managing your schedule. 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.

D YOUR FAMILY TREE

When you join you give us the details of your family tree. 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 four adults as 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.

E OUR TEAM

Our lovely team of Play Ambassadors and Cadets, hospitality and concierge 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 Ambassadors 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, (£25/hour for 1:1, £35/hour for 1:2). We will always try to accommodate your request but this is subject

to availability. Requests for Play Ambassadors must be made to the concierge team who will confirm availability with the General Manager. The relevant Play Date booking and consent form must be completed before the service can commence. We will normally need a minimum of 24 hours' notice for a booking, and you can book up to two weeks in advance.

We work hard to grow and develop our team and are continually investing in training – it's a pretty special job working at PD! We know how tough 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 below, 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 the hiring of staff for members.

F GUESTS

We have a guest policy to ensure that all our members are having a good time and that safety and security are not compromised. We limit the number of guests we allow into the club each day. Guests must be pre-booked, you must provide the full name, contact number and residential address for each guest you wish to bring. To request a guest visit please email concierge@purpledragonchelsea.com. Our concierge team will confirm, or politely decline your request if we have already reached our guest

capacity for the day in question. Guests will only be admitted to the club with the member who must be on site, with an appropriate adult, at all times during the guest visit.

Each premier member (child) may bring up to two other child guests at any time free of charge. For Out of Towners, Early Birds and Night Birds, each member may bring one child guest free of charge and one additional guest for £50. Big Dipper members do not get complimentary passes but may purchase them at £50 per guest. Adult guests are of course welcome at no extra charge, but we ask you to limit this to two adults per guest at any time. A member may bring the same guest up to four times in any membership year. This includes siblings. Please do not ask us to make an exception, as this will not be possible.

G CAPTURING THOSE MOMENTS

We know you'll have lots of photo worthy moments at the club. Please restrict any picture taking to include images of your family only. Please respect the privacy of other members by not capturing them in your pics or videos. Our team may ask to see any images you have taken in the club and if these infringe the privacy of any other members you will be asked to delete these. Our team may also ask you not to take pictures in specific adventures or areas of the club and we ask that you comply with these requests. We reserve the right to terminate membership if you breach this privacy condition.

H 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 & 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 team work

EATING & DRINKING

We offer an all-day menu of delicious meals, seasonal snacks and scrumptious goodies to enjoy in the club. We offer at table service in the restaurant and library and members may purchase snacks and drinks at the deli bar to consume in the imaginarium or pods by our adventure labs. We do not allow food or drink in the soft play areas, the sports simulator, the pool or changing area or the adventure labs.

We recommend that you make reservations, particularly at weekends, to ensure you get to eat

at the time you want. Please help us to make the dining experience work well by arriving on time and having your children sit to eat when the food arrives. Unfortunately, if you have gone off to have fun elsewhere, we cannot hold your food in the kitchen as this impacts the quality of our dishes. Our team are there to help make the dining experience lovely, but as we're sure you will understand they cannot be conducting an impromptu game of hide and seek trying to locate members who have left their tables.

If you have specific dietary requirements, allergies or special requests please let us know and we will try our hardest to accommodate. Please note that we are a totally nut free zone. We offer a range of smoothies for children, together with our own seasonal purees for babies. Our children's meals are subsidised. We request that members spend a minimum of £100 per quarter on food and drink in the club and we reserve the right to cancel the membership if this is not observed.

Members and guests must not bring in any food or drink from outside to consume within the club.

Members must pay for any food or drink before leaving the restaurant or library area. In the event that a member leaves without settling an account, we reserve the right to deduct the amount owed from the member's levy card if sufficient funds are available. Membership will be suspended and may be cancelled if the member fails to pay their bills on the day. We cannot provide credit to our members.

J ADVENTURES & EXPERIENCES

Bolster confidence, communication, co-ordination and creativity with our signature learning through play adventures. 30-45 minutes of age appropriate activities utilising art, crafts, science, language,

design, cooking, messy play, music and movement led by our team.

Adventures and experiences run throughout the day and need to be booked in advance, either through the app or at concierge. Please see our Listings book for more information on what's available each quarter.

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. Please do not interrupt a class that is already in progress as this disrupts the other children and makes it difficult for our play buddies to give the best experience. When the door to any of these areas is closed it means that a session is in progress, at other times we will be offering facilitated and supervised play in these areas, so please feel free to pop in.

We aim to offer a balance between structured, led activities and child-initiated creation across the club (Gourmet Cofers, DJs & Divas, Artists & Sculptors).

We close each adventure lab for 15 minutes in between each session to allow or team to clean, sterilise and reset for the next adventure. Please allow them the time to do this effectively and make our environment and adventures as great as possible.

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 come any day, any time and know that there are adventures to get involved in across the club – from movement and music, to arts and crafts, cooking and messy play, to golf and swimming, plus all the creative activities that take place in the Imaginarium and high rollers spaces. Our art, music and cooking labs are always manned when adventures are going on and children can participate in pre-planned

activities, which are supervised and facilitated by our Play Ambassadors. We offer the most engaging, educational and enriching experience by being responsive to our member's needs and our adaptable and flexible environment allows us to tailor activities appropriately. Older children may be able to participate in adventures independently, however under twos generally get the best out of the activities by having their grown-up play alongside.

K SWIMMING & POOL RULES

Children must be accompanied by an adult at all times whilst using the swimming pool, wet play and changing facilities.

Swimming Rocks are our nominated swimming lesson provider and offer excellent one-to-one, shared and group lessons for all ages. Swimming classes and clubs operate on a termly basis and must be pre-booked. An additional fee will apply to swimming lessons, which are not included in membership and classes and clubs are subject to availability. Parents or guardians must be present to collect their children at the poolside immediately at the end of swimming classes and clubs.

You must arrive at poolside, ready to swim, a minimum of five minutes before your lesson time. You will be allocated a lane colour prior to your lesson and we ask that you observe the social distancing precautions around the pool and in the changing area. Please do not leave any belongings in the beach huts, you must take these to poolside or leave them in a locker in the changing area.

Babies and toddlers, who are not fully potty trained, must wear a Happy Nappy, over a disposable swimming nappy, at all times. Unfortunately, we will not be able to allow babies

and toddlers to swim without this. Happy Nappies are available to purchase at the concierge desk. Please help us to keep the pool as clean and healthy as possible by having your children pop to the loo before they get into the pool. If your child has a loo accident in pool we have to close the pool to other members. In these circumstances we reserve the right to charge you a clean-up and closure fee of £500. An unscheduled pool closure is costly and leads to us having to cancel and refund lessons, activities and parties and having to flush out and refill the pool.

At certain times during the week we close the pool for free swimming, to allow us to use the whole pool for swimming lessons. Please refer to the timetable to check on lesson only sessions. The team at Swimming Rocks are committed to providing the best experience for all of their students all of their students, so please do not embarrass them by asking them to make an exception for your child during lesson only times. We do not have a lifeguard on duty during these periods.

We are constantly reviewing the government guidance on best practise and at this point members may not use the showers in the beach huts changing area and we are unable to provide towels.

L PRO GOLF, FOOTBALL & RUGBY SIMULATOR

Our professional sports simulator allows you to try out a range of sports, including golf, shooting, football and rugby. Book a slot to play a wide range of the best golf courses across the world including the Belfry, St Andrews, Pebble Beach, Wentworth and Port Aventura. Improve your swing on the driving range, or try your hand at crazy golf! Alternatively, put your

best foot forward and practice your football and rugby kicks.

M

BIRTHDAY PARTIES

We know how important birthdays are and would love to celebrate all of our members' birthdays with them, so if you come to the club on your birthday, lunch or supper is on us for you and your family (please see clause 5.13 for terms and conditions).

On a Monday, we offer two party spots, from 1-3pm and 4.30-6.30pm, where a member may hire the entire club for a bespoke private party. We may be able to accommodate evening parties (7pm onwards) on other days of the week. We do not offer parties at any other time. We have a range of party options available for different ages, so please speak to one of our team for information on our bespoke parties.

N

BREASTFEEDING

As you would expect we support breastfeeding and ask our members to be considerate of feeding babies and their mummies.

O

PERSONAL BELONGINGS

Shoes, buggies and pushchairs must be stored in our buggy stable and cloakroom. Please help us by travelling light and bringing small, collapsible buggies. Please wear socks throughout the club (the type with grippy soles are best). We provide cubbyholes for belongings and lockers for valuables in the cloakroom.

Please note that we cannot accept any liability for loss of personal items left in the cloakroom,

buggy store or in the club itself. Please use the cloakroom lockers if you are not swimming and wish to lock away any valuables, leaving the beach lockers for those members who need a safe place to keep their clothes whilst in the pool.

P

SAFE DRIVING & CONSIDERATION FOR OUR NEIGHBOURS

We are located in a residential area and would ask that you are considerate to our neighbours, by entering and leaving the club quietly and not allowing your children to run around the development. If you are driving to the club, please drive slowly and carefully into Catliff Road. If you have a driver waiting for you please ask them to wait off site and call them shortly before you leave, to arrange your collection.

Q

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.

R

COMMUNICATIONS

Please make sure you are in the loop by keeping us up to date with your email, mobile and postal addresses.

S

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 feedback questionnaire by a member of our reception team, to see how we are doing. 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 concierge or management team or email us on concierge@purpledragonchelsea.com.

If you have a concern or complaint about any aspect of what we do, please let us know straight away. Our team are on hand to help and we always have a number of managers on site who can answer your questions and help resolve any issues.

T

JOINING, RENEWALS, CHANGES TO AND CANCELLATION OF MEMBERSHIP

A joining fee of £1000/family is payable at the time of applying for membership. The joining fee is non-refundable, except where the club is unable to offer a membership within 12 months of the application date. If the member allows their membership to lapse, and subsequently wishes to rejoin, a new joining fee will be applied.

Membership applications are subject to approval by the Membership Committee. The initial membership term is 12 months for Premier, Early Bird and Night Birds. Membership automatically renews at the end of the initial 12-month term and shall continue until the member writes giving ninety days' notice of termination to the company. Please see clauses 4 and 7 of the Terms for more information.

Members must complete a direct debit mandate at the point of making the membership application, however no membership fees will be taken until the membership start date.

Please note that a 10% surcharge will be applied to overdue accounts as per clause 4.4 of below.

We reserve the right to change membership fees during the membership period and will give members ninety days' notice that a change will take place.

Our Out Of Towner and Big Dipper memberships are for a fixed 12 months period and the visits must be used within this time. These memberships cannot be cancelled, and no refund will be provided for any unused visits.

All memberships are non-transferrable and may not be shared among siblings. The company reserves the right to cancel the membership at any time in the event that the member breaches the club rules, behaves in a manner which may damage the operation or reputation of the club, or fails to make payment of membership fees when these are due. No refund of any sums on account will be given in these circumstances.

In the event that a member wishes to change their membership type during their membership year they must make their request in writing to the company. We will endeavour to accommodate requests but cannot guarantee that changes can be made, as memberships are subject to availability.

U

SIBLING POLICY

The club operates a waiting list and memberships are allocated according to the list. We do have a sibling policy and siblings of current members will automatically be offered membership when they reach 12 months of age. Before this, babes in arms, who are siblings of current members may use the club free of charge.

THE FOLLOWING TABLE OUTLINES THE CHARGES NOT INCLUDED IN YOUR MEMBERSHIP FEE:

	ADVENTURES & EXPERIENCES	SWIMMING TUITION	GUESTS	EATING & DRINKING	PLAY DATES	PARTIES
LIFE	Included in Membership	Additional Charge	Included in Membership	Additional Charge	Additional Charge	Additional Charge
PREMIER	Included in Membership	Additional Charge	2 Guests FOC	Additional Charge	Additional Charge	Additional Charge
EARLY BIRD	Included in Membership	Additional Charge	1 Guest FOC Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge
NIGHT BIRD	Included in Membership	Additional Charge	1 Guest FOC Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge
OUT OF TOWNER	Additional Charge	Additional Charge	1 Guest FOC Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge
BIG DIPPER	Included in Membership	Additional Charge	Additional Charges for Others	Additional Charge	Additional Charge	Additional Charge

V

PAYMENTS

Premier, Early Bird and Night Bird memberships must be paid by direct debit, either quarterly or annually in advance. OOT and Big Dipper memberships may be paid either by bank transfer or credit card. Membership will not commence until payment has been made for the initial period.

We operate a levy card system and members may add funds to their account, to use in the restaurant, for retail items or other chargeable activities at the club. For the avoidance of doubt, members can only use funds which have been transferred to the levy account and no credit facility is given.

We also accept payment by Debit cards, Visa, Mastercard, Apple Pay and Google Wallet. We do not accept cash in any department in our club.

OTHER TERMS & CONDITIONS OF MEMBERSHIP

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 Purple Dragon Play Limited, a company registered in England and Wales with company number 06132429, 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, pandemics, 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 of 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 Ground Floor, Bramah House, Grosvenor Waterside, 30 Catliff Road, London

SWIW 8DP.

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

1 PURPLE DRAGON MEMBERSHIP TERMS & 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 Child’s commencement of use of the club or activities, 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 Membership Fee. For Out of Towner and Big Dipper memberships the entire fee must be paid in advance of membership commencing. For Premier, Night Bird and Early Bird memberships, the Membership Fee may be paid either in by annual or quarterly instalments at the commencement of the Membership, with the first payment to be made on the commencement date of the Membership, and each subsequent payment made every twelve or three months thereafter by Direct Debit until the expiry of the Membership (“Payments”). For the avoidance of doubt, each Payment shall be paid in advance of the following term of Membership. No credit is being provided by the Company. 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. In the event that the Company cancels or changes a membership option or type then the Parent will change to an alternate membership option at the end of the initial 12-month membership period, or earlier if agreed by the company. The Company will provide ninety days’ notice in writing of any changes to Membership Fees, which may occur at any point in the membership year.
- 4.4 Membership shall commence in accordance with clause 3 and shall continue (unless terminated earlier in accordance with clause 7). Membership shall automatically renew at the end of the Membership Period and will continue until such time that the Parent gives three months’ written notice of termination to the Company.

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 a valid up to date Enhanced Disclosure and 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 concierge team. Certain membership types have activities included.
- 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, if they feel comfortable to do so, 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.
- 5.7 Where an Activity is only available to a set number of participants at any one time, a Parent will be required to contact the Company and 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.

- 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 four adults at any one time.
- 5.12** Members bring up to a maximum of two child guests, subject to the guest policy set out in clause D above unless otherwise agreed in writing with a manager of the Company. 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.
- 5.13** The Company will offer complimentary birthday lunches or suppers to members as described in section K, up to a maximum of spend of GBPI00 in total.

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 should 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 or lack of skill of Staff. 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 allows considerate photography or video filming on the premises subject to the conditions set out in clause E above.
- 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 Company deems that the Child's or Authorised Adult's behaviour is 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 £5,000 plus VAT per employee or former employee. Additionally, the Company reserves the right to 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 Fees shall be due.
- 7.5 A Parent may terminate Membership at any time giving at least three month's written notice to the Company, after the initial nine months of the membership period have expired, such notice to expire at the end of the Membership Period. The Company may terminate Membership at any time by giving three 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 28 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 six months, the Parent may terminate the Membership forthwith by giving notice in writing to the other party.
- 8.3 In the event that Membership is terminated as a result of a Force Majeure Event, the Company will provide Members with a pro rata refund of the Membership Fee for the remaining period of the Membership that cannot be concluded 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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CHELSEA



Download our app for full listings
of our events and activities

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