

TERMS AND CONDITIONS

1. Interpretation

1.1. In these Terms and Conditions, the following terms shall have the following meanings: *'Registration Form'* the registration form by which details of the Student and the Course he/she wishes to attend are submitted to FUTURA; *'Course'* the course that the Student is attending, as set out in the Registration Form; *'Participant'* the child or children who will be attending the course as specified in the Registration Form; *'FUTURA Innovative Education'* (t/a FUTURA) which is the organiser of the courses and is run by General Systems & Software (Poland) Ltd. Sp. z o.o. of Chwaszczyńska 9, 81-571 Gdynia; *'Fees'* the fees shown on FUTURA's website or other published literature relating to the Services from time to time; *'Location'* the location of the Course (including the site of the courses and the sites used for recreation); *'Services'* the provision of the Course for the Student by FUTURA; *'you'* and *'your'* the Student's parent(s) or guardian(s) as specified in "Your Details" of the Registration Form, *'Buyer'* the person or persons who have signed the legally binding contract for the provision of educational services as offered by FUTURA.

1.2. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Supply of Services

2.1. FUTURA shall provide the Services to the Participant subject to these conditions which have been set out in the Contract. Neither the Registration Form nor the fact of it being filled in constitutes a legally binding Contract or any other agreement or obligation until the Contract is concluded in written form (otherwise null and void).

2.2. Bookings are accepted at the discretion of FUTURA and are not transferable.

2.3. The Registration Form should be filled in so as to provide FUTURA all the necessary information required in connection with the provided Services.

2.4. FUTURA may correct any typographical or other obvious errors or omissions in any material relating to the provision of the Services without incurring any liability to you.

2.5. Organisational or methodological modifications which do not change the essence and range of services provided by FUTURA or do not deem the subject and range of the Course of poorer quality, in particular supplementary training materials and forms of activity included in the Courses, change in the schedule of the Courses, etc., can be introduced by FUTURA and will not constitute changes in the Agreement.

2.6. In cases where, due to circumstances not upheld by FUTURA or circumstances that the FUTURA could not have reasonably prevented (such as a sudden illness of the person conducting the sessions which are part of the Course, changes / limitations to the availability of locations at which the Courses are organised, other unforeseen circumstances, force majeure) and sessions which are a part of the Course are not available within the time limit set by the Parties and / or Schedule, FUTURA may cancel these activities and allow the Participant to use the same activities within another group and / or at another time (substitute classes). If, however, the Participant does not use these substitute classes, the part of the price specified in the Contract which refers to the canceled classes (calculated in proportion to the number of classes canceled so far) will be reimbursed at the request of the Participant unless the Participant is obliged to settle any other outstanding payments to FUTURA. In such a case, the reimbursed sum will be credited towards the next payment to which the Participant is obliged to in the future.

3. Procedures and conduct

3.1 Participants must arrive at the scheduled course punctually and no later than 5 minutes before the advertised and scheduled start time of the course. Participants who are more than 15 minutes late may not be permitted to take part in the activities of that course session.

3.2 Participants are allowed to bring their snacks and drinks to the course sessions however these have to be disposed of in a way which does not interfere with the accepted rules of hygiene and best practice of good behaviour.

3.3 Participants can bring their phones and laptops to the course sessions however these may only be used for purposes of following the course curriculum. Some courses will require Participants to use BYOD (Bring Your Own Device).

3.4 Participants may not leave the premises of the building in which the course session is taking place without the written consent of the Parents / Carers (as specified in the Registration Form)

3.5 All Participants who are allowed to leave the premises on their own should make sure that their behaviour during the time in which they make their way out of the building, does not in any way disrupt / endanger / damage other persons and/or their property.

3.6 All other procedures, including those concerning late collection of Participants by their Parents / Carers, have been specified in the Contract (Umowa) or in this document and can be amended or modified at any time.

3.7. At all the locations of the workshops which constitute an integral part of the Courses, the Participant is required to follow the organisational rules and regulations – both such that are issued or specified by FUTURA as well as those binding at the site of activities based on the orders, decisions or any other acts of the individual/body managing such premises (eg. in case of activities held in the premises of schools or kindergartens – pursuant to acts of the management of a given institution). Possible changes of such rules and regulations shall not constitute change of the Contract.

3.8. In case the Participant does not follow the rules and recommendations as set out in section 3.7 of these Terms & Conditions, or in a case where the conduct of the Participant prevents or makes it difficult to run the workshops which form the Course (in particular when the Participant interrupts or makes it difficult for other Participants to make undisturbed use of these activities), FUTURA is entitled to refuse the Participant entry to the workshops or to exclude the Participant from those activities.

3.9. In case, the Buyer did not give in the Registration Form his / her consent for the Participant to leave the site of activities without the care of the Buyer or any other person indicated by the Buyer in the Registration Form as the authorised person, the Buyer is required to pick up the Participant from the site of the activities by the himself/herself or by the authorised person no later than within the first 15 minutes after the end of the Course activities.

3.10. In case of failure to pick up the Participant as specified in section 3.9 of these Terms & Conditions, FUTURA has the right to:

- a) provide the Participant with additional care after the 15 minutes time limit, for which FUTURA will be reimbursed by the Buyer and the cost of each hour of such care is the equivalent of 200 PLN gross per hour.
- b) at least one hour (60 minutes) after the end of the 15 minutes time limit referred to in section 3.9 of these Terms & Conditions, the Organiser retains the right to contact the appropriate authorities / public bodies / agencies, in particular the Police authorities and / or the local child care facility and leave the Participant under the care of this authority / unit / officer / institution.

3.11. In case the person picking up the Participant behaves in a manner which may suggest that this person is under the influence of alcohol and/or other illegal substances, FUTURA reserves the right to refuse to release the Participant to such a person. In this case, it can be presumed that the Buyer failed to fulfil his duties as specified in section 3.9, and therefore the provisions of section 3.10 are applicable. Due to the fact that the grounds of this provision is exclusively the wellbeing and safety of the Participant, the Buyer agrees not to make an official complaint nor seek compensation from FUTURA or other persons (particularly those

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running the activities) in relation to their assessment (including improper assessment) concerning the person picking up

4. Liability

4.1. FUTURA reserves the right to alter programmes, activities, itineraries, age brackets, premises and personnel as it thinks fit and without notice.

4.2. FUTURA will not be bound by any statement unless it is in writing (otherwise null and void) and authorised by a authorised representative of FUTURA. No tutors nor any other persons may be deemed the FUTURA's authorised representative unless they are FUTURA's directors or general proxies or they have written (otherwise null and void) power of attorney granted by the FUTURA.

5. Jewellery, Valuables and Lost Property

5.1. FUTURA and its personnel will not be liable for any item of jewellery or valuable property brought to the Location by the Participant. The goods of such a kind may not be brought to the Location or used therein by the Participant.

5.2. FUTURA will not be responsible for any property left at the Location (by the Participant or otherwise), and if any such property is not claimed and collected by you within seven days of the end of the Course they shall be deemed abandoned and may be disposed of (including destruction or throwing them out) by FUTURA personnel.

6. Personal Searches

FUTURA reserves the right to search the bags and other personal property of all Participants in appropriate circumstances.

7. Smoking and Alcohol

Possession and consumption of alcohol, tobacco or drugs by the Participant at the Location of the Courses are NOT PERMITTED UNDER ANY CIRCUMSTANCES. Please note that if the Participant does not adhere to this condition, he/she will be removed from Course with an immediate effect.

8. Child Protection/Safeguarding

FUTURA personnel will contact local law enforcement and childcare services if we suspect abuse or in an event of a disclosure.

9. General

If any provision of these Regulations is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Regulations and the remainder of the provision in question shall not be affected.