



HARTBEEPS TERMS AND CONDITIONS

Date of last update: 5th February 2024

You must read these Terms and Conditions before you browse the Website and/or book a Session.

GENERAL

About us and the Website

1. Hartbeeps is the trading name of Soundplay Music Limited, a company incorporated in England and Wales, with registered company number 08655173 and with its registered office address at C/O Hillier Hopkins First Floor, Radius House, 51 Clarendon Road, Watford, United Kingdom, WD17 1HP ("**Hartbeeps**").
2. Hartbeeps is a franchised business. If you book a Session on the Website, both the booking and the Session itself will be handled, provided and run by one of our independently-owned and independently-operated franchisees (each a "**Franchisee**"), and not by Hartbeeps. This means that when you make a booking, you enter into a contract with the named Franchisee, and not with Hartbeeps.
3. The Hartbeeps website is located at www.hartbeeps.com (the "**Website**") and is owned and operated by Hartbeeps.

About these Terms and Conditions

5. In these Terms and Conditions, when there is a reference to "**you**" or "**your**" this means you, the person accessing or using the Website as a "**Consumer**", meaning, for purposes that are wholly or mainly outside your trade, business, craft or profession. Please note that if you are acting for purposes relating to your trade, business, craft or profession, then you are acting in the course of a business (i.e., if you are not a Consumer) and you are not permitted to make any bookings via the Website.
6. Certain words and phrases which are used repeatedly in these Terms and Conditions are given a specific meaning, and these are known as "**defined terms**". You can identify defined terms because they start with capital letters (even if they are not at the start of a sentence). You can find the meaning given to a defined term by finding the clause of these Terms and Conditions where it was first used and defined, which you can identify because it will be in speech marks and in bold font.
7. These Terms and Conditions are made up of three (3) "**Parts**":
 - (a) **PART 1 – Website Terms of Use** – which describes how you may access and browse the Website.
 - (b) **PART 2 – Booking Terms** – which describes how you may contract with a Franchisee in order to book a Session.
 - (c) **PART 3 – General Terms** – which describes the other terms that apply generally to these and Terms and Conditions (whether you are using the Website or booking a Session).

PART 1 – WEBSITE TERMS OF USE

General

1. The Website is owned and operated by Hartbeeps. If you have any questions relating to these Website Terms of Use, please contact Hartbeeps on hello@hartbeeps.com.

2. By accessing or browsing the Website, you confirm that you accept these Website Terms of Use and that you agree to comply with them. If you do not agree to these Website Terms of Use, you must not use the Website.
3. The Website is operated in and directed to Consumers resident and/or domiciled in Great Britain. If you choose to access or browse the Website then, irrespective of your place of residence, your use of the Website is deemed to be occurring in Great Britain and will be governed by these Website Terms of Use.
4. Hartbeeps may make changes to these Website Terms of Use from time to time. You can always check when the Website Terms of Use were last updated by checking the "date of last update" at the top of the page.
5. Please note that:
 - (a) the Website uses cookies; and
 - (b) Hartbeeps and/or a Franchisee may use your personal information.

These aspects are governed by the Privacy and Cookie Policy which can be accessed [here](#).

Rules of Website access

6. The Website is made available free of charge.
7. Access to the Website is provided on a temporary basis. Hartbeeps may suspend, withdraw, discontinue or change all or any part of the Website for business, operational or legal reasons. Whilst Hartbeeps will try to give you reasonable notice of any major changes to your rights, Hartbeeps does not guarantee that the Website, or any content on it, will always be available or uninterrupted. Hartbeeps will not be liable to you if for any reason the Website is unavailable at any time or for any period.
8. Hartbeeps only supplies the Website for domestic and private use, and for general (non-commercial) information purposes only. The content of the Website is not intended to constitute advice on which you should rely. You agree not to use the Website, or any content on the Website, for any commercial or business purposes, and Hartbeeps shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity which may arise in connection with your use of the Website.
9. Although Hartbeeps makes reasonable efforts to update the information on the Website, it makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

Your responsibilities when using the Website

10. You are responsible for making all arrangements necessary to have access to the Website.
11. Hartbeeps does not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platforms in order to access the Website and Hartbeeps recommends that you use your own antivirus protection software.
12. You agree not to:
 - (a) use the Website in any way that breaches these Website Terms of Use (or the Terms and Conditions generally) or any applicable local, national or international law or regulation;
 - (b) copy, or otherwise reproduce or re-sell any part of the Website unless Hartbeeps expressly permits you to do so;

- (c) do anything that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website;
- (d) misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful;
- (e) attempt to gain unauthorised access to any area of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or
- (f) attack the Website via a denial-of-service attack or a distributed denial-of service attack.

Access to external websites and benefits provided by third party providers

- 13. Certain goods, services, benefits, events, activities, resources and opportunities that are provided by third parties (and not by Hartbeeps) may be presented to you via links on the Website. If you follow a link, you may be taken away from the Website and onto a third-party website.
- 14. Links to third-party websites and platforms are provided for information only. The provision of the links is not an indication of Hartbeeps' endorsement or approval of those linked websites (or the information you may obtain from them).
- 15. Hartbeeps is not responsible for any external websites over which it has no ownership or control and will not be liable for any loss or damage that may arise from your use of them. Hartbeeps is not involved in (or party to) any contracts or transactions that you enter into with any third parties via third party websites or otherwise.
- 16. Your use of, or interaction with, any third-party website or platform would be governed by the terms and conditions of the third-party. You are encouraged to read any such legal terms in full before interacting with third parties.

PART 2 – BOOKING TERMS

Concluding a contract

- 1. In order to make a booking on the Website, you will be required to tick a checkbox to consent to be bound by these Terms and Conditions. When you tick that checkbox and make a booking, you enter into a legally binding contract with the Franchisee with whom you have made the booking (and the full identity of and contact details for the relevant Franchisee will be notified to you during, and confirmed for you after, the booking process). For the avoidance of doubt, bookings are not placed with Hartbeeps and Hartbeeps will not be a party to any contract that you enter into with a Franchisee in relation to a booking.
- 2. Irrespective of your place of residence, any booking that you make on the Website is deemed to be occurring in Great Britain and will be governed by these Booking Terms (and the Terms and Conditions more generally). These Booking Terms may change from time to time but the Booking Terms that you consent to at the time that you place a booking will be the Booking Terms that apply to the contract that you enter into for that particular booking.

Booking eligibility and process

- 3. You may only make a booking if you are at least eighteen (18) years old.
- 4. The booking process will be in English (at this time, translations at the checkout are not available).
- 5. The booking options offered on the Website may change from time to time for any operational or commercial reason. Currently, the Website enables you to book different "**Sessions**" (such as classes, events and parties) and, in each case, the description and the price of each such Session will be displayed clearly on the Website. You can request more information on any Session by contacting the Franchisee named on the booking description.

6. In order to make a booking you must first submit a booking request by taking the following steps:
 - (a) add one or more Sessions to your online basket;
 - (b) provide the necessary requested information (for example, the booking may require you to input your name / email address / phone number, the date and location of the Session, and your child's name and age);
 - (d) select a payment method from the options offered at the checkout and enter the necessary associated information (for example, your card details / billing address);
 - (e) review your order and correct any errors;
 - (f) tick the checkbox to provide your consent to be bound by the Terms and Conditions; and
 - (g) click 'Submit' or similar to submit the booking request.
7. You are responsible for ensuring that all of the information that you provide in connection with a booking request is complete and accurate and you must notify the Franchisee immediately if there are any changes to the information entered.
8. Your booking request constitutes an offer to the Franchisee, and once it has been submitted you will receive an acknowledgement via email of your booking request. The acknowledgment is not a confirmation that a booking request has been accepted. Each booking request will be reviewed by the Franchisee and the Franchisee is not obliged to accept any booking request.
9. Booking operates on a first come, first served basis and places are not guaranteed; they are subject to availability.
10. If a booking request is declined, you will be informed via email (although the Franchisee is not obliged to provide you with any reason for the decline) and your payment method will not be charged.
11. If a booking request is accepted, you will be informed via email and your payment method will be charged at that time. The email confirmation of your booking will restate the details of the booking you have made (for example, the date, location and price of the Session(s)). This is the point at which a legal contract of sale between you and the Franchisee will be formed and these Booking Terms (in addition to the other Terms and Conditions) will become legally binding on you. For the avoidance of doubt, Hartbeeps is not a party to and has no responsibility or liability under that contract.
12. You are recommended to store a copy of the contract that you enter into with the Franchisee as neither Hartbeeps nor the Franchisee will keep a copy of this.
13. The Franchisee is under a legal duty to provide you with services that are in accordance with the terms applying to your confirmed booking.

Payment

14. The prices for Sessions will be set out on the Website in GBP and are inclusive of VAT. Neither Hartbeeps nor the Franchisee will be liable for any charges you may be responsible for arising out of currency conversion carried out by your bank in the event that you make payment in any currency other than GBP.
15. It is always possible that Sessions may be incorrectly priced. The Franchisee will normally check prices before accepting your booking request. Where the correct price at the time of your order is less than the stated price at that time, you will be charged the lower amount. If the correct price at the time of your order is higher than the price stated to you, the Franchisee will contact you for your instructions before accepting your booking request. If the Franchisee accepts a booking where a pricing error is obvious, unmistakeable and could reasonably have been recognised by you as a mispricing, the

Franchisee may end their contract with you, cancel that booking, and refund any sums that you have paid.

16. You may make payment using one of the payment methods named at the checkout. Payments are carried out by an independent payment processor, such as Paypal and Stripe, and its affiliates. The processing of your payment is therefore subject to and governed by that payment processor's terms and policies. Neither Hartbeeps nor the Franchisee is involved in payment processing and do not accept any liability relating to those services and processes. In particular, neither Hartbeeps nor the Franchisee is responsible for any errors made by the payment processor. You should review the applicable terms and policies of any payment processor that apply to you.
17. When making a payment, you confirm that the card or bank account which is being used is yours, or that you have the authorisation of the account holder to use it. If you use a payment method that you are not authorised to use, you may be liable to Hartbeeps and/or the Franchisee for any losses incurred or suffered as a result of your unauthorised use of that payment method.
18. All credit and debit cardholders are subject to validation checks and authorisation by the issuer of the card. If the issuer of your payment card refuses to pay or does not for any reason authorise payment, your payment will not be accepted and your booking will be cancelled.

Franchisee performance and/or cancellation of bookings

19. The Franchisee will perform the booked services at the Session on the date set out in your booking confirmation, unless it is necessary (for example, because of legal, operational or safety reasons) for the Franchisee to:
 - (a) cancel a booking, in which case you will be informed via email and any payment you made in respect of the original booking will be refunded to you; or
 - (b) postpone or cancel a Session, in which case, you will be informed via email or telephone and you will be given the opportunity to either: (i) accept the new date / time offered, at no extra cost, in which case the updated details of the booking will be confirmed to you via email; or (ii) reject the new date / time offered, in which case your place on the replacement booking will be cancelled and this will be confirmed to you via email, and any payment you made in respect of the original booking will be refunded to you.

Cancellation rights

20. Except for your right to cancel a Session under clause 19 above, you do not have the right to change your mind and cancel your booking for a Session because, under regulation 28 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**CCRs**"), a booking for a Session is a contract for a leisure activity with a specific date or period of performance. This means that if you want to cancel your Session for any reason (except those set out in clause 19) or if you do not attend your booked Session then you will not be eligible for a refund because, when you book the Session, the Franchisee reserves a place for you in that particular Session that they may not be able to re-sell if you no longer attend.

Your other rights of refund

21. You have legal rights in relation to services that are not carried out with reasonable care and skill, that are not priced reasonably (if you have not agreed a price beforehand), or that are not performed within a reasonable timeframe (if you have not agreed a timeframe beforehand).
22. If you believe that any services that you have ordered do not conform with your legal rights, please contact the Franchisee as soon as possible.

Rules of Attendance

Application of Rules of Attendance

23. The Rules of Attendance set out in this section apply at any Session that you attend under a booking and are intended to ensure that all attendees are safe and satisfied.
24. The Rules of Attendance include both the rules set out in this section and also any rules and restrictions that are communicated to you by the Franchisee or Session leader as part of the booking process or upon your arrival at the relevant Session location.
25. When you make any booking you are agreeing to comply with the Rules of Attendance. If you have been given permission for another adult to attend a Session that you have booked in your place, it is your responsibility to ensure that such other person consents to comply with these Rules of Attendance in full. You accept responsibility and liability for that person's behaviour.

Who may attend

26. The person who has made the booking is the only person who is permitted to attend the Session (together with the baby or child for whom they have made the booking, details of whom are also required to be provided during the booking process).
27. If you are the person who has made the booking but you would like to assign another adult to attend the Session in your place, you must obtain at least twenty four (24) hours' prior advance permission from the Franchisee to do so.
28. The Franchisee reserves the right to prevent access to a Session to any person who:
 - (a) is not named on the booking, or otherwise given prior permission to attend;
 - (b) who does not comply with these Rules of Attendance.

Behaviour

29. Please aim to arrive no more than five (5) minutes before your Session.
30. Disruptive or unruly behaviour during the Session is prohibited. You are asked to be mindful of others' rights to enjoy the Session.
31. Mobile phones must be either off or on silent mode.
32. Bookings are sometimes held in venues with hard surfaces and although mats may be provided you are encouraged to bring a blanket or other soft covering for your baby or child to lie on.
33. The Session environment is intended to be both relaxed and social, however, to show respect for the whole group it is requested that general chatter be kept to a minimum. This ensures that the focus is kept on the children and babies.
34. If a younger baby sleeps or an older baby or toddler simply observes, they are still experiencing the Session.
35. If a child or baby becomes restless or needs breastfeeding or changing during the Session, please feel free to do so. However, no solid food is to be consumed by adults or children during the Hartbeeps Session (except where required for medical reasons), nor shared with or allowed to be accessible to other children. This ensures that the risk of allergy, intolerance or sensitivity is minimised.
36. You must follow and comply with the reasonable instructions of the Session leaders at all times during any Session.

Photographs and videos

37. You are prohibited from making any commercial use of the name, likeness and audio / visual / audio-visual materials of any Session without the explicit prior written consent of Hartbeeps. "Commercial use" in this context would include (but not be limited to) offering for sale or selling.
38. Filming and photos of your child/children during class is permitted, however you must not take any photographs or videos of any other person in a Session without their express permission.
39. A Franchisee may require that all that photography and filming is stopped if they have any concerns that these Terms and Conditions are not being complied with. Their decision is final, and continued participation in the class is contingent upon complying with the Session leader's instructions.
40. You must not share, distribute, publish, or post any photographs or videos of any person (other than yourself and your child) without their express permission.
41. A Franchisee will sometimes request that promotional film and photography is taken during classes, but you will be given due notice and your permission will be requested in advance. You will be permitted to cancel your booking and receive a refund if you do not consent to participate in the filming / photography.

Discrimination

42. Discrimination of any kind is not tolerated at any Session.
43. Parents and caregivers should ensure that their behaviour at each Session is appropriate at all times, and refrain from behaving in a discriminatory or disruptive manner or in a way which could cause offence to anyone else. This includes refraining from using bad language. All parents and caregivers are required to show respect to all Session leaders and attendees.
44. The Session leader has the right to ask anyone who is behaving other than in accordance with these Terms and Conditions to leave a Session. In these circumstances, you may be prevented from booking future Sessions. The Franchisee may also reserve the right to refer any of these matters to the police.

Health and safety

45. Each Franchisee takes child protection very seriously. Each Franchisee will adhere to a company safeguarding policy. Franchisees also have public liability insurance and a valid Disclosure and Barring Service (DBS) check. Please note, however, that neither the Franchisee nor the Session leader is a medically trained professional or capable of or qualified to assess the medical health of any person or perform any medical procedure or intervention whatsoever.
46. The Franchisee will ensure that risk assessments are undertaken in respect of every venue. As parents and carers you will be aware that although every effort is taken to ensure that the environment is safe and the props used are in good condition, accidents can occur to children in the safest of environments. Please ensure that you supervise your child at all times during the Session as neither the Franchisee nor Hartbeeps can be held responsible for accident or injury incurred during Sessions, other than as set out in these Terms and Conditions or as required by law.
47. Some classes may be offered online. If you are participating in an online class, neither Hartbeeps nor a Franchisee can reasonably take responsibility for the safety of the space in which you choose to participate in the class, or for any accident or injury incurred by you or your child while participating. You must supervise your child at all times during the online class, and ensure that the space in which you choose to participate in the online class is safe. You must also ensure that any props that you choose to use during an online class are safe and age-appropriate. Certain videos will be indicated as containing flashing lights and rapid imagery. Do not participate in these indicated videos if you or your child is prone to seizures. Motion sickness may also be experienced.
48. If you or your child has any special access requirements, you must inform the Franchisee during the booking process, and reiterate your needs on arrival at the Session. The Franchisee will not be aware of any such requirements unless you clearly communicate these.

Hygiene in Sessions

49. All Session leaders are equipped to wipe down, clean, wash and sanitise relevant equipment between Sessions.
50. Blankets and props are checked for quality and cleanliness and washed and replaced regularly.
51. You must ensure that your child does not place any blankets, props or other equipment or items used during a Session in their mouth.
52. All attendees are asked to participate in the effort towards hygiene and cleanliness in Sessions, in accordance with these Terms and Conditions, by taking reasonable precautions, and as requested by the Session Leader.

Allergies and illness

53. If you or your child has any allergy, intolerance or sensitivity of any kind that has the potential to affect the health of any person, you must inform the Franchisee during the booking process, and reiterate the same on arrival at the Session. The Franchisee will not be aware of any such considerations unless you clearly communicate these.
54. Please do not attend Sessions in the event of you or your child being unwell so that you ensure that the risk of infections or communicable diseases spreading is isolated. In the event that your child contracts an illness or infection prior to a Session, please inform the Franchisee so that your booking can be cancelled. If your child contracts an illness or infection following a Session, please inform the Franchisee as soon as possible so that they can inform other parents.

PART 3 – GENERAL TERMS

Suspension and/or termination of your rights

1. If you breach any aspect of these Terms and Conditions, or any contract entered into with a Franchisee in connection with these Terms and Conditions, then Hartbeeps or the Franchisee may immediately do any or all of the following (without limitation):
 - (a) issue a warning to you;
 - (b) temporarily or permanently withdraw your right to use the Website, to make bookings, and to attend any Sessions in the future;
 - (c) issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
 - (d) take further legal action against you; and/or
 - (e) disclose such information to law enforcement authorities.

Hartbeeps' intellectual property

2. Hartbeeps (and/or its licensors) is/are the owners or licensees of all intellectual property rights in:
 - (a) the content of, materials used in and all aspects of each Session; and
 - (b) the Website and its content,including but not limited to the Hartbeeps name and trade mark, names of products or services, and images (the "**Hartbeeps Intellectual Property**"). These are protected by intellectual property laws and treaties around the world. All such rights are reserved.
3. You are not granted any right to use, and may not use, any aspect of the Hartbeeps Intellectual Property other than as set out in these Terms and Conditions or otherwise with Hartbeeps' prior written consent.

4. You must not use any aspect of the Hartbeeps Intellectual Property for commercial purposes; however, you may download material from the Website solely for non-commercial, personal use by you.
5. No part of the Hartbeeps Intellectual Property may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without the prior written consent of Hartbeeps.

Liability

6. Nothing in these Terms and Conditions excludes or limits the liability of either Hartbeeps or the Franchisee for:
 - (a) death or personal injury caused by their negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any matter in respect of which it would be unlawful to exclude or restrict liability.
7. Nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

Hartbeeps' liability to you

8. If Hartbeeps fails to comply with its responsibilities under these Terms and Conditions, Hartbeeps is responsible for loss or damage that you suffer that is a foreseeable result of that breach or Hartbeeps' negligence. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by Hartbeeps and you at the time that you accessed and used the Website. Hartbeeps is not responsible for any loss or damage that is not foreseeable.
9. Subject to clauses 6, 7 and 8:-
 - (a) Hartbeeps is not a party to any contract that you enter into with a Franchisee in respect of a booking or a Session, and explicitly disclaims any responsibility or liability in relation to these aspects.
 - (b) Hartbeeps' maximum liability to you under these Terms and Conditions will be one hundred GBP (£100).

The Franchisee's liability to you

10. If the Franchisee fails to comply with its responsibilities under the Booking Terms and/or the booking contract it enters into with you, then the Franchisee is responsible for loss or damage that you suffer that is a foreseeable result of that breach or the Franchisee's negligence. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by the Franchisee and you at the time that your booking request was confirmed. The Franchisee is not responsible for any loss or damage that is not foreseeable.
11. Subject to clauses 6, 7 and 10, the Franchisee's maximum liability to you under these Terms and Conditions and/or the booking contract it has entered into with you will be limited to the value of the booking contract concerned.

Complaints procedure

12. Stage 1:
 - (a) If you are concerned about anything to do with a booking or Session, please contact the Franchisee in the first instance.
 - (b) If you are concerned about anything to do with the Website, please contact Hartbeeps.

- (c) Any problems or concerns expressed will be taken seriously and resolutions will be implemented as necessary. Most concerns can be resolved amicably in this way.

13. Stage 2:

- (a) In the unlikely event that you are not satisfied with the outcome of Stage 1, please contact Hartbeeps by emailing hello@hartbeeps.com. Hartbeeps will treat all complaints seriously and investigate each case.
- (b) A written response will be provided to you within twenty-one (21) days informing you of the outcome or otherwise inviting you to a meeting to discuss the matter further. An agreed written record of the discussion will be made, confirming any decision and outcomes as well as any action to take as a result.

Other important information

Transfer of rights

- 14. Hartbeeps and the Franchisee may transfer its rights and obligations under these Terms and Conditions to another organisation and it will always notify you in writing if this happens (but this will not negatively impact your rights under these Terms and Conditions in respect of any booking that has already been confirmed; and this will not affect your legal rights).
- 15. You may only transfer your rights or your obligations under these Terms and Conditions to another person if Hartbeeps agrees in writing prior to such transfer.

Sub-contracting

- 16. Hartbeeps and the Franchisee may at any time subcontract its rights and obligations under these Terms and Conditions but this will not affect your legal rights.

Severability

- 17. Each of the Parts and clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

Waiver

- 18. If Hartbeeps or the Franchisee fails to insist that you perform any of your obligations under these Terms and Conditions, or if they do not enforce their rights against you, or if they delay in doing so, that will not mean that they have waived their rights against you and will not mean that you do not have to comply with those obligations. If either Hartbeeps or the Franchisee does waive a default by you, it will only do so in writing and that will not mean that they will automatically waive any later default by you.

Governing law and jurisdiction

- 19. These Terms and Conditions are governed by English law. This means that your access to and use of the Website, and any booking that you make via the Website, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.
- 20. As a Consumer, you may bring any dispute which may arise under these Terms and Conditions, at your discretion, to either the competent courts of England, or to the competent courts of your country of habitual residence if this country of habitual residence is within Great Britain, which courts are (with the exclusion of any other court) competent to settle any such dispute.
- 21. Hartbeeps and/or the Franchisee will bring any dispute which may arise under these Terms and Conditions to the competent courts of your country of habitual residence if this is within Great Britain or otherwise the competent courts of England.