

**Terms and Conditions**

**Notice of agreement**

Any participation in this service will constitute acceptance of this agreement.

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service

**Policy key definitions:**

* "I", "our", "us", or "we" refer to the business, Diddly Oms.
* "you", "the user" refer to the person(s) using this service.
* GDPR means General Data Protection Act.
* PECR means Privacy & Electronic Communications Regulation.
* ICO means Information Commissioner's Office.

**Privacy Notice**

This privacy policy notice is for this website; www.diddlyoms.co.uk and served by Diddly Oms, 56 West End Drive, Horsforth, Leeds LS18 5JZ and governs the privacy of those who use it. The purpose of this policy is to explain to you how we control, process, handle and protect your personal information while browsing or using this website, including your rights under current laws and regulations. If you do not agree to the following policy you may wish to cease viewing / using this website.

**Processing of your personal data**

Under the GDPR (General Data Protection Regulation) we control and / or process any personal information about you electronically using the following lawful bases:

Lawful basis**:** Consent

Data processed: Name, contact details (such as phone number or email address), child’s name, child’s date of birth, medical issues, GP details, details of labour  
Data retention period: We will continue to process your information under this basis until you withdraw consent or it is determined your consent no longer exists.  
Sharing your information: We do not share your information with third parties.

We are exempt from registration in the ICO Data Protection Register because we only process information necessary to establish or maintain membership or support

If, as determined by us, the lawful basis upon which we process your personal information changes, we will notify you about the change and any new lawful basis to be used if required. We shall stop processing your personal information if the lawful basis used is no longer relevant.

**Your individual rights**

Under the GDPR your rights are as follows. You can read more about [your rights in details here](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/):

* the right to be informed;
* the right of access;
* the right to rectification;
* the right to erasure;
* the right to restrict processing;
* the right to data portability;
* the right to object; and
* the right not to be subject to automated decision-making including profiling.

You also have the right to complain to the ICO [[www.ico.org.uk](http://www.ico.org.uk/)] if you feel there is a problem with the way we are handling your data. We handle subject access requests in accordance with the GDPR.

**Data security and protection**

We ensure the security of any personal information we hold by using secure data storage technologies and precise procedures in how we store, access and manage that information. Our methods meet the GDPR compliance requirement. All data is stored electronically in a secure environment. Where data is collected manually it is converted to electronic storage and the original document disposed of securely.

**Email marketing messages & subscription**

Under the GDPR we use the consent lawful basis for anyone subscribing to our newsletter or marketing mailing list. We only collect certain data about you, as detailed in the "Processing of your personal date" above.

Email marketing messages that we send may contain tracking beacons / tracked clickable links or similar server technologies in order to track subscriber activity within email marketing messages. Where used, such marketing messages may record a range of data such as; times, dates, I.P addresses, opens, clicks, forwards, geographic and demographic data. Such data, within its limitations will show the activity each subscriber made for that email campaign.

Any email marketing messages we send are in accordance with the GDPR and the PECR. We provide you with an easy method to withdraw your consent (unsubscribe) or manage your preferences / the information we hold about you at any time. See any marketing messages for instructions on how to unsubscribe or manage your preferences.

**Bookings and Payment**

**Payment**

Payment of all classes or block bookings should be made no later than one week prior to commencement of booking unless stated by Diddly Oms. Any payment not secured by this date may be subject to loss of place if classes are full and other parties are interested.

**Cancellation of booking**

You have the right to cancel your booking at any time subject to the following refund policy: where cancellation is made up to one week of commencement of booking a full refund is given, where cancellation is within one week of commencement of booking 50% refund will be given, where cancellation is within 24 hours of commencement of booking no refund will be given. This is at the discretion of Diddly Oms.

**Block bookings**

Where a block booking is made and you are unable to attend a specific class you will be offered the opportunity to come to a catch-up class at another venue. No refund is offered for missed classes.

**Cancellation of classes**

In the unfortunate event of cancellation of a class by Diddly Oms, arrangements to re-schedule the class or attend the class at another venue will be offered. Where this is not possible a refund or credit towards a future booking will be given.

**Website and Social Media Pages**

**Accuracy Warning**

The website [www.diddlyoms.co.uk](http://www.diddlyoms.co.uk), its components and related social media pages are offered for informational purposes only; Diddly Oms shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

**Intellectual Property**

All intellectual property including the brand, logo, content and images used on the website [www.diddlyoms.co.uk](http://www.diddlyoms.co.uk), related social media pages and supporting marketing material remain the property of Diddly Oms and are owned by Helen Terry.

**Use of Images**

The website [www.diddlyoms.co.uk](http://www.diddlyoms.co.uk), related social media pages and supporting marketing material uses images relating to classes and events run by Diddly Oms. These images have been used with the express permission of all subjects. If you no longer wish Diddly Oms to use any images containing yourself or your child, please contact [info@diddlyoms.co.uk](mailto:info@diddlyoms.co.uk) to remove these immediately.

**Complaints**

Any complaints can be made to info@diddlyoms.co.uk

**Health and Safety**

Due to the nature of the services offered there may at times be a potential risk to the health of yourself or your child if instruction is not taken from the class leader. As part of our commitment to your wellbeing, a medical questionnaire should be completed before taking part in any activity. This allows the instructor to plan accordingly for any known medical issues and ensure the activity is made as safe as possible for all parties involved. You are responsible for the overall health and wellbeing of your child/children and yourself.

**Changes to this Agreement**

The company reserves the right to change these conditions from time to time as it sees fit and your continued use of the service will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page. If there are any changes in how we use our customers' Personally Identifiable Information, notification by email will be made to those affected by the change. Any changes to our privacy policy will be posted on our site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

**Date Created**

14/08/2018