



Applying to become a Licensee for La Jolie Ronde

Guidance Notes

Before completing the application form, please ensure you are happy to comply with all the requirements of these guidance notes.

We require:

- A full address history for the last 5 years with no gaps.
- A full employment and education history. This must include everything you have done from the age of 18 up to the present day. It is important there are no gaps in your employment history so please account for any breaks in employment/education, for example; maternity leave, travelling, looking for work, bringing up children etc.
- As part of our safer recruitment guidelines, we will contact your 2 most recent employers, simply to confirm your employment dates and suitability to work with children.

You will need to supply:

- An Enhanced Disclosure check. For England and Wales this is through the Disclosure and Barring Service (DBS), if you already have a *fee charged* DBS certificate registered with the update service there will be no cost. For Scotland, the disclosure will be issued through Disclosure Scotland, for Northern Ireland, Access N.I., and for the Republic of Ireland, Garda Vetting (suitable existing certificates are acceptable). The cost of these checks varies, please ask for details. More information about the various disclosure checks can be discussed when you speak to us.
- A criminal record check from any countries where you have lived outside of the UK or Ireland for more than 3 months within the past 5 years. This is in addition to the UK/Ireland Enhanced Disclosure check. Please ask if you need any help applying for any overseas police checks.
- A suitable photographic Identity Document.
- Proof of your current address.
- A work permit/visa to live and work in the UK/Ireland, if applicable.
- Evidence of your Settled Status if you are an EU citizen.

We will ask you to:

- Undergo a language check in French and/or Spanish, as well as English if it is not your mother tongue.
- Meet with a member of the Licensee & Tutor Support Team via videocall so that they can verify the relevant original documents and sign an identity declaration with you.
- Complete online induction training in the La Jolie Ronde methodology.
- Observe live lessons with another licensee and complete a lesson observation report form as part of your training.
- Complete online safeguarding training.
- Adhere to the terms and conditions of the Licensee Agreement (copy at the end of this pack).
- Commit to a minimum of 12 months' service with the Company. Please ensure you can commit to this before completing the application form.

After completing the application process and signing the agreements with La Jolie Ronde, you will be required to:

- Pay the licence fee.
- Pay a refundable bond of £150/€180 for your own set of teaching materials. This will be refunded to you on termination of your contract and once the materials have been returned.
- Complete online training in the La Jolie Ronde programmes, including producing lesson plans, to prepare you to teach.
- Commit to ongoing quality assurance checks.

If you have any questions regarding any of the above, please do not hesitate to contact us.

Document Checking and Next Steps

- Complete the Personal Information Form (separate document) and submit it to La Jolie Ronde by email along with any relevant additional documents, for example:
 - Copies of any teaching or language qualification certificates
 - Police clearance for any countries where you have lived for more than 3 months in the past 5 years
- After submitting the Personal Information Form, you will be sent the **La Jolie Ronde Induction Training**.

- Complete our **Identity Declaration Form**, which is an electronic document emailed to you from Eversign / Xodo. Please let us know if you do not receive the email. You will need to upload copies of the relevant identity documents needed to support your application.
 - Proof of nationality and photographic ID using one of the following options:
 - Passport
 - ID Card
 - Birth Certificate AND Driving Licence
 - Proof of your current address:
 - Driving Licence (preferred)
 - Council Tax Bill for the current tax year
 - Utility Bill / Bank Statement dated within the past 3 months
 - Proof that you can work in the UK/Ireland (*if applicable*):
 - Work Permit (*nationality outside of EU*)
 - Proof of Settled Status (*EU nationals*)
 - Proof of National Insurance number (UK only)
 - Proof of name change (if applicable)
- Once you submit the declaration, we will arrange a video call with you to check that the copies you submitted match your original documents and that your photographic ID is a true likeness. Once this check is complete you and La Jolie Ronde will receive a signed copy of your Identity Declaration.
- Complete an **Enhanced Disclosure Check**. See above for details of what is required.
 - If you have an existing DBS certificate which is registered with the update service (*England/Wales*) or a Garda Vetting Disclosure (*Ireland*) which was not issued via La Jolie Ronde, we will need to see the original certificate.

LA JOLIE RONDE LICENCE AGREEMENT



Licence Number:

Parties

- (1) La Jolie Ronde Limited of Suites 3&4, 27 Market Place, Bingham, Nottinghamshire, NG13 8AN ('the Company', whose activities are described in Appendix 1 of the terms and conditions) and
- (2) 'The Licensee':

Commencement date and Teaching start date

This agreement will commence on the date as signed by the company.

The licensee's 1st class will commence on:

Programme Materials

This licence grants you access to all La Jolie Ronde structured course materials for the purposes of teaching languages. Materials will be supplied as required.

Teaching Centres

The Company is granting the Licensee the following Teaching Centre(s).

Name of centre	Full address including postcode	Language(s) being taught Please select as appropriate

Additional centres can be added to your licence agreement as your business grows.

Centre Advertising

Your teaching centres and contact details will be added automatically to the La Jolie Ronde website.

If you would also like us to advertise your teaching centres and contact details on the following third-party websites, please indicate below:

Third-party advertiser	Please select Yes or No
I would like my teaching centres and contact details to be added to Netmums.co.uk (UK Licensees only).	
I would like my teaching centres and contact details to be added to Yell.com	

Payment Agreement

Please select your preferred option for payment from the list below:

Payment Option 1 - £600/€720 + £150/€180 teaching bond

- Both licence fee and bond are payable at the point of signing the licence by credit / debit card.

Payment Option 2 - £600/€720 + £150/€180 teaching bond

- £600/€720 paid in 6 monthly instalments of £100/€120 by Direct Debit (You will receive a request from GoCardLess to set up the direct debit and this agreement will not be signed by the Company until the Direct debit has been set up)
- £150/€180 refundable bond for the teaching materials will be payable at the point of signing the licence by credit / debit card.

Payment Option 3 – Special arrangement

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The Licensee and the Company agree to abide by the terms and conditions of this licence agreement.

Signatures

The Licensee

The Company

For Information Only



LA JOLIE RONDE LICENCE AGREEMENT TERMS & CONDITIONS (January 2024)

1 Commencement and Renewal

This agreement shall commence once it has been agreed by both parties and shall continue thereafter for 12 months. Unless grounds for termination exist, see Clause 12, or unless the Licensee fails to meet the quality control standards of La Jolie Ronde, the Company will view favourably an application for the grant of a licence renewal to the Licensee. The La Jolie Ronde licence 'year' runs from the 1st February in one year to the 31st January in the following year. The licence is renewed upon completion of a licence renewal form and payment of the licence renewal fee in force at the point of renewal.

2 Languages and Teaching Centre(s)

This licence allows the Licensee to teach languages in the teaching centres (as defined in Appendix 1) agreed with the Company. It does not give the Licensee exclusive rights in the village / town / city or other geographical area in which the Licensee teaches. The Licensee may want to open further Teaching Centres and the Company will agree subject to adequate development of the existing Teaching Centre(s).

3 Post Commencement and Termination

- a. If the Licensee, during the term of the licence, operates at more than one Teaching Centre, the Licensee may close one or more Teaching Centres (provided it continues to operate not less than one Teaching Centre for the rest of the 12 month period) on not less than one full academic term's notice to enable the Company to find a replacement and to give continuity to the children.
- b. If the total number of children attending classes at the Licensee's Teaching Centre(s) drops to below 20, La Jolie Ronde reserves the right to terminate this agreement on written notice of not less than one full academic term and advertise for another Licensee to teach in the Licensee's Centre(s).
- c. Where, in the opinion of the Company, (judged by marketing activities and/or results), a licensee is not pro-actively marketing, La Jolie Ronde reserves the right to terminate this agreement on written notice of not less than one full academic term, or to allow an additional licensee or licensees to market in the same geographical region, but not to open classes in the same teaching centre(s) as granted by this licence without the prior written consent of the Licensee.
- d. The Licensee is required to give one full academic term's notice prior to closing any Teaching Centre, in order to find a replacement and give continuity to the children. If the Licensee does not intend to apply for a new licence at the expiry of the agreement period, then one academic term's notice of this is also required. Failure to comply with this, will render the Licensee liable to pay compensation to the Company by way of liquidated damages of a sum equivalent to the total sum payable to the Company pursuant to royalty fees (at the rate in force at the time) for one full school term (this being the average of the preceding 3 terms' royalties fees), plus loss of Bond (subject to and see clause 8.8). No part of the licence fee paid in advance to the Company is repayable to the Licensee on termination under this head.
- e. If the Licensee wishes to cease to be the Licensee hereunder, then if he/she recruits at own expense and introduces a replacement licensee to the Company, and wishes to obtain a sum for the goodwill value of his / her business, the following applies:

- i. the Replacement Licensee meets all standards required by the Company
- ii. the Company approves in writing the new Proposed Licensee introduced by the Licensee and
- iii. the new Proposed Licensee pays the Company the full licence fee(s) required in advance, and
- iv. the new Proposed Licensee is responsible for any continuing debt created by the Licensee and
- v. the new Proposed Licensee enters into a new licence agreement direct with the Company, and
- vi. the new Licensee has satisfactorily completed the La Jolie Ronde induction programme,
- vii. The Company may recruit a replacement Licensee who will not be obliged to pay a goodwill fee.
- viii. This agreement is not assignable by the Licensee.

4. Post termination

In the event of termination of this Agreement, the Licensee shall:

- a. Return all materials belonging to the Company promptly and in any event, within one calendar week of the Licensee's last class.
- b. Return all business details related to dealings between the Licensee and the Company.
- c. Failure to return all materials belonging to the Company in the timescale defined in 4a, will cause the Licensee to incur a fee payable to the Company of £100 for each week the materials are outstanding.

The Licensee shall not, at any time thereafter:

1. Use any of the Company's materials, method, and system unless this is prior agreed in writing by the Company, such agreement not to be unreasonably withheld or delayed.
2. Enjoy the use of the marks, trade names of the Company and other property rights owned by the Company as defined in Appendix 1.
3. Purport to be associated with the Company.
4. Be involved with a business or school, which competes with the business of the Company for a period of one year.

5. Appointment

The Company licences the Licensee to provide teaching services in the Teaching Centre(s) for pupils under the name 'La Jolie Ronde' in return for the payments set out in Clause 8 subject to prior training and certification pursuant to Clause 7.b.

6. The Licensee's obligations

In order to maintain the highest quality standards throughout the Company's network, ensure the safety of the children attending classes and to keep the Company's reputation and its intellectual property rights intact, the Licensee shall:

- a. Not be accepted as a Licensee until a satisfactory criminal record check clearance has been received. This must be processed through the relevant body in the Licensee's country of residence. These are currently:
 - i. England and Wales - The Disclosure and Barring Service
 - ii. Scotland – Disclosure Scotland
 - iii. Northern Ireland – Access NI
 - iv. The Republic of Ireland – Garda Vetting
- b. The Licensee must maintain their enhanced clearance during their time with the Company. This can be achieved by joining the national body update service where applicable or by completing a new check every three years.
- c. Complete the training provided by the Company, prior to teaching under the name La Jolie Ronde.

- d. Complete safeguarding training prior to starting teaching with the Company and agree to refresh this on a three-yearly basis. Evidence of this training must be provided to the Company.
- e. Instruct the pupils in the language and culture in accordance with the Company's teaching methods. The Company's teaching methods are set out in its manuals, visual aids and teaching aids. These are to be provided by the Company solely for the purposes of teaching pupils under the terms of this agreement. These materials are to remain the Company's property throughout the duration of the Agreement and thereafter and must be returned to the Company promptly on demand and certainly when the agreement terminates (unless renewed) and no later than one calendar week after the end of the Licensee's last class under this licence.
- f. The licence granted to the Licensee is (in relation to the licensed structured programme) only for use by Licensees for extra-curricular tuition. For the avoidance of doubt, no licence is given for using the licensed structured programme in schools, in the curriculum. La Jolie Ronde publishes "stand alone" resources as set out in Appendix 1, which can be used for that purpose.
- g. Actively market and advertise at his / her own expense under the La Jolie Ronde trademarks, in a manner deemed appropriate by the Company and using any corporate design / materials made available by the Company.
- h. Comply with the Company's standards as notified from time to time and in its manual.
- i. Provide an answer phone, active email address and access to the Internet for use in connection with the business.
- j. At the request of Head Office, to allow a minimum of 6 prospective licensees during any 12-month period to observe their La Jolie Ronde lessons as part of their initial training towards becoming a licensee.
- k. Keep a register of all pupils attending classes, to notify the Company at the beginning of each term of the number of pupils per class per week and updating this if the numbers increase or decrease.
- l. Abide by generally accepted principles of good conduct of teachers.
- m. Notify the Company should the Licensee (in that capacity) receive new pupil enquiries which they are unable to fulfil. The Company may then suggest referring such pupils to any convenient class within La Jolie Ronde network. No referral fees are payable between Licensees or by Licensees to the Company.
- n. Attend at least one national training meeting per year organised by La Jolie Ronde Head Office. Travelling is at the Licensee's own expense.
- o. Pay all relevant Tax and National Insurance Contributions on his / her net profits. The Licensee acknowledges that he / she is solely responsible for his / her own tax in respect of the operation of this Agreement.
- p. Agree to abide by the conditions of the public liability insurance provided as part of the Licence agreement and should the Licensee require additional insurance cover over and above that provided by the Company, then the cost must be met by the Licensee. Keep the Company up to date with all centres (opening & closing). If the Licensee is teaching in a centre that the Company is unaware of, the Licensee's public liability insurance will be invalidated. The Licensee is also required to renew their licence agreement before the expiry date to ensure continuity of cover of their public liability insurance.
- q. Inform the Company of any change in personal circumstances that may affect the business.
- r. Shall not reproduce in any way the copyrighted teaching and learning materials provided by the Company without the Company's prior written consent.

- s. Provide suitable premises (as defined in Appendix 1 below) at the Licensee's own expense and pay any hiring fee.
- t. Be responsible for obtaining any necessary planning or other consents necessary for teaching at the Premises.
- u. Assist with quality control procedures (in similar form to other Licensees) as set out below:
 - i. Provide copies of the first three lesson plans to the Company prior to starting teaching
 - ii. Provide copies of 3 sets of parent communication within the first term of teaching
 - iii. Allowing a duly authorised Company representative to be present at all or any of the classes taught by the Licensee under the name La Jolie Ronde. These will take place during the first and third term of teaching, and then on a three-yearly basis as required. In some instances, visits will be replaced by a telephone call at the discretion of the Company.
 - iv. A report being sent to pupils' parents at the end of each term relating to each programme taught, and the progress made.
 - v. Preparing, setting and marking children's work on a regular basis.
- v. Keep the number of children in any one class to a reasonable level (not more than 12) to allow proper attention to each pupil. Nursery classes should have a maximum of 8 pupils per 20-minute session, unless a member of the nursery staff is also in attendance. The Company may grant (at its discretion) permission for classes to run with up to 15 children. Such permission should be sought from and provided by the Company in writing.
- w. Ensure all pupils' parents have signed an agreement with the Licensee. Examples are provided in the Company's marketing pack.
- x. Pay royalties within 21 days of the beginning of each term to the Company. La Jolie Ronde reserves the right to charge an administration fee for any late payment of royalties.
- y. Provide all children in a class with their own La Jolie Ronde official course book and audio materials, which are an integral part of the classes. The Licensee is responsible for ordering and paying for the appropriate materials from the Company for the pupils' use. The Licensee is also responsible for collecting payment from parents for these items.
- z. Accept any such changes and variations to the Company's policies and procedures as it is deemed necessary by the Company to keep the Licensee's operations at the forefront of the market and quality and to help with development.

7. The Company's obligations

- a. The Company will ensure that all Licensees are criminal records checked by way of an Enhanced Disclosure before being accepted as a Licensee.
- b. The Company shall provide (as part of the initial licence fee) training for the Licensee in the Company's teaching methods. When the Company certifies that in its opinion the Licensee has completed the induction programme then the Licensee may start teaching under the name La Jolie Ronde.
- c. The Company shall supply for the licence fee, teaching aids at a level consonant with the total number of pupils per class, plus leaflets and posters and other materials as reasonably required to promote La Jolie Ronde in the Licensee's area.
- d. The Company shall supply the Licensee the number of children's official course books and access to audio materials requested at a fee. The books and access to audio materials, may be sold on to the pupils by the Licensee at an increased price, provided the mark-up is no more than 20%.

- e. The Company shall provide annual training meetings at a level considered reasonable by the Company.
- f. The Company shall update, add to, delete or amend its teaching / learning materials as and when the Company deems it necessary.
- g. The Company shall give the opportunity for the Licensee to put right minor remediable breaches of this agreement so as to avoid termination providing that the Licensee does not persist in making such breaches.
- h. The Company shall refund the £150 Bond(s) paid by the Licensee on cessation of the agreement. This is not applicable if the Licensee is in breach of the Licence Agreement or if the Company terminates under clause 3.c, if any debts are due to the Company or if loaned materials are not returned in full (in the opinion of the Company, acting reasonably).

8. Fees payable by Licensee

The Licensee shall pay the Company start-up licence fees, annual renewal fees, royalty fees, holiday activities fees and fees for materials in line with the fees in force at the time of the payment. All paid fees are non-refundable.

9. Secrecy

The Licensee agrees with the Company: -

- a. Not at any time (during or after the expiry hereof) to divulge or to allow to be divulged to any person any confidential information relating to the Company's business or teaching methods or its pupils.
- b. Not to permit any other person to assist in the provision of teaching services under the name La Jolie Ronde or in connection with its teaching methods to La Jolie Ronde pupils unless such person has first signed an agreement with the Company. The Licensee must inform the Company if the Licensee wishes to engage a tutor. The Company will then check files to see if there is already a suitable candidate on record and will send to the Licensee information regarding the engagement of a tutor by the Licensee.
- c. For the period of 12 months after termination of this Agreement, neither the Licensee nor a representative of the Licensee or his/her organisation will solicit the custom for the purposes of teaching Languages to any pupil who was a pupil solely for learning Languages under the La Jolie Ronde system within the period of 12 months before termination of this Agreement and not within such period after termination to teach or be involved directly or indirectly in the teaching of Languages to any such pupil unless this is prior agreed in writing by the Company, such agreement not to be unreasonably withheld or delayed.
- d. The Licensee may during the course of this Agreement teach pupils other than under the name La Jolie Ronde and such teaching may be for the Licensee's own account or on behalf of another person firm or company, provided that these classes are not directly or indirectly in competition with the Company for the teaching of Languages. In the event of such other teaching, the Licensee may not use materials, or confidential or copyrighted matter provided by the Company.
- e. The Licensee will not set up, run independently or in conjunction with other, or act as adviser to any supply of tuition to students of the French or Spanish language in competition to the Company within a radius of 10 miles of the Teaching Centre during the subsistence of this agreement or for 12 months thereafter unless this is prior agreed in writing by the Company, such agreement not to be unreasonably withheld or delayed.

The restrictions contained in Clause 9 are separate restrictions each of which is considered reasonable by the parties. Each of these restrictions shall continue to apply after the termination of this Agreement without limit in point of time (save as therein stated) but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the Licensee's default.

10. Relationship

Nothing in this Agreement shall be deemed to imply the relationship of partners or of employer and employee between the Company and the Licensee.

11. Termination

Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if: -

- a. that other party commits any substantial breach of any of the provisions of this Agreement;
- b. a receiver is appointed over any of the property or assets of that other party;
- c. that other party commits an act of insolvency;
- d. that other party ceases, or threatens to cease, to carry on business;
- e. the Licensee is cautioned or convicted of any offence involving children;
- f. if the teaching situation changes, for example if a host school no longer accepts the Licensee as a French or Spanish teacher to its children;
- g. pursuant to clause 3.3, but subject to that notice requirement;
- h. if the approach to parents, children, or a host school by the Licensee is (in the opinion of the Company) unacceptable or unreasonable.

Subject to clause 14, the rights to terminate this Agreement given by this clause or any other clause of this agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

12. Company's Right to Alter the Provisions of this Agreement

The Company may at any time during the term of the licence alter the provisions of this Agreement upon the expiration of three months' prior notice in writing of its intention to do so. If the Licensee does not accept the Company's proposed alterations, he/she must, within 14 days of receipt of the Company's written notice, give three months' notice in writing to the Company to terminate this Agreement. In the absence of such notice of termination the Licensee shall be deemed to have accepted the alterations.

13. Notices

Any notice to be given under this Agreement shall be in writing and shall either be delivered personally or sent by first class post to an address given for this purpose. The address for service of each party shall (in the case of the Company) be its place of business for the time being and in the case of the Licensee any other address for service previously notified in writing to the other party or (in the absence of any such notification) his / her last known place of residence. A notice shall be deemed to have been served as follows: -

- If personally delivered, at the time of delivery;
- If posted, at the expiration of 7 calendar days after the envelope containing the same was posted; and;
- In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and posted as a prepaid first or second class letter. Service of notices by E-mail or fax is not valid.

14. Limit on liability

Save in respect of claims for death or personal injury arising from the Company's acts, defaults, or negligence, the Company's liability for any breach of contract, or for negligence, will be limited to the annual renewal fee payable by the Licensee for each of his / her Teaching Centres. In any event, compensation for breach of contract shall only be payable by the Company, subject to the above limit, if this agreement is terminated by the Licensee pursuant to clause 11.1.

15. Privacy

The Company shall process personal information provided by the Licensee, solely for the purposes of carrying out this agreement. The Company is registered as a data controller with the Information Commissioners Office.

Personal information is used as follows:

Name and telephone number

- passed to telephone enquirers (both members of the public and schools / nurseries) asking about classes
- Shared with other local licensees for the purposes of encouraging networking within the local network

Email address

- used within the La Jolie Ronde website for the purpose of forwarding website enquiries, but not visible online
- passed to telephone enquirers (both members of the public and schools / nurseries) asking about classes
- Shared with other local licensees for the purposes of encouraging networking within the local network

Other information

- Used by the Company for the purpose of meeting our agreement with the Licensee, and only passed to third parties where we have a contractual agreement with them, or with your written permission.
- The only exception to this will be where we are required by law to pass on the Licensee's information and the Company would be breaking the law by not doing so.

16. General

- a. The expiration or determination of this agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate, or have effect, thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this agreement by the other party.
- b. The restrictions contained in this agreement are considered reasonable by the parties (having taken, or had the opportunity to take, independent legal advice) but in the event that any such restriction shall be found to be void, but would be valid if some part thereof were deleted, or the period of area of application reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.

17. Dispute Resolution

In the event of any dispute arising between the parties in relation to this contract which cannot be settled by negotiation, the parties in question will in good faith seek to resolve that dispute through mediation under the auspices of the ADR Group of Grove House, Grove Road, Redland, Bristol BS6 6UL before resorting to expert determination by an expert appointed jointly by the parties or in default of agreement appointed by the President for the time being of the Law Society of England and Wales. The expert's decision shall be final and binding on the Company and the Licensee. The expert's fees shall be borne by such parties, as the expert shall decide.

18. Jurisdiction

The jurisdiction and law applicable to this agreement is that of England and Wales.

APPENDIX 1

“The Company”	provides language classes in French and Spanish for children in licensed (by the Company) “Teaching Centres” using a proven “Programme” and “Teaching methods”. In some exceptional circumstances, The “Programme” is also used in schools as part of the school curriculum where no licence is required.
“Programme”	A structured and complete course for 0 to 12 year olds, under the name La Jolie Ronde.
“Stand alone resources”	A range of supplementary resources to support teaching of the Programme or to be used independently within the curriculum.
“Teaching methods”	are set out in the Company’s manuals, visual and teaching aids.
“Teaching Centre”	is the place that is used and registered by the Licensee for the teaching of La Jolie Ronde classes.
“The Premises”	<p>The Licensee is responsible for ensuring that the premises are suitable for holding classes for young children and:</p> <ul style="list-style-type: none">- Are covered by appropriate insurance.- Are adequately ventilated, lit and heated.- Provide adequate toilet facilities.- Comply with all relevant health and safety and disability discrimination regulations.
“The Trademarks”	All marks registered by the Company.