



Terms and Conditions 2024

Date of Policy: **27th October 2024**
Policy Responsibility: **Sam Gibbs (Principal)**
Updated or reviewed: **Annually**

PERFORMERS THEATRE COMPANY

By enrolling your child at Performers Theatre Company, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Performers Theatre Company ("Agreement").

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled student ("Student") by a Parent and Performers Theatre Company ("Performers", "we", "our", "us") (trading as Performers Theatre Company Limited) and is valid at all times whilst the Student is enrolled on any Performers activity and until such time as written notice is given in accordance with these Terms & Conditions. Performers Theatre Company highly recommend any parent to read the Company Handbook before commencing enrolment. All students have an obligation to read the Code of Conduct before enrolling at Performers Theatre Company.

1. INTRODUCTION

1.1 These Terms & Conditions apply to all our Performers Classes, Workshops, Masterclasses, Holiday Workshops, Events and any additional products and/or services offered by Performers in the future for any Student.

1.2 For participation of a Student in a Performers Activity all parents/carers are required to consent to these Terms & Conditions. We may update these Terms & Conditions from time to time.

1.3 Unless you contact us within fourteen (14) calendar days of receipt of these new Terms & Conditions, they shall supersede and extinguish all previous agreements between us and shall govern the contractual relationship between us going forwards. Your continued enrolment of a Student at Performers shall be deemed as acceptance of these Terms & Conditions and willingness to be bound by the same.

1.4 Any changes to these Terms & Conditions require the written consent or approval of Performers.

1.5 A "CLASS" refers to classes offering tuition in dance, acting, and singing which will be delivered during the Term (including online activities). Classes will take place, usually on Saturdays, for a certain number of hours, as detailed at the time of enrolment.

1.6 "Workshop" refers to Workshops or masterclasses (including online activities) run by Performers during the breaks between Terms or outside of the typical core class hours.

1.7 "Principal" refers to the principal of Performers.

1.8 "Term" refers to one normal academic term of Performers during which Classes are run.

1.9 "Term Dates" refer to the dates for the relevant Term.

1.10 "Workshop" refers to a one-off course (including online activities) offering tuition in dance, acting, singing and/or other performing arts related activities which will be delivered for a certain number of hours per day for a period of between one (1) and five (5) consecutive days and can run at any time throughout the year.

1.11 "Online activity" refers to online streamed lessons and online Workshops utilising the Zoom platform, delivered by Performers.

2. ENROLLING A NEW STUDENT

2.1 To apply for a place for a new Student at Performers the Parent/carer must agree to these Terms & Conditions and submit their child via ClassManager. The new Student must sign a Code of Conduct which can be collected from the desk. This does not apply to Pre-school, Pop Tots or Infants classes.

2.2 Each Student's place is allocated on a 'first come, first served' basis. Applications must be accompanied by the appropriate payment/transfer, as set out for Performers.

2.3 If Performers is unable to accept the Student due to capacity reasons, the Student may, at the Parent's discretion, be placed on a waiting list.

3. PAYMENTS

3.1 For a Student enrolled on a Workshop, the full fees are paid in advance, as detailed in clause 2.2 above. Payment plans can be arranged. All classes are paid for in advance, on a monthly basis through the ClassManager platform. This can be as a monthly subscription, standing order, direct debit, bank transfer or card/cash in person. Parents/carers can choose which works best for them.

3.2 Monthly payments are calculated by the amount of sessions over the course of the year multiplied by the session cost; school holidays and breaks are included in this breakdown. The total is then divided by 12 to give an average monthly subscription payment. E.g. A class costs £6 per session. There are 39 weeks' worth of sessions. $6 \times 39 = £234$. £234 is divided by 12 months meaning the monthly subscription payment is £19.50.

3.3 Payment must be paid by the deadline date. A £5 late fee will automatically be added to that month's invoice should payment not be made.

3.4 Those who repeatedly fail to make payments on time will incur the late payment fees (stated in 3.3) in addition to a £35 admin fee. If these occurrences continue for more than 3 months, the Principal will have to offer the child's space to one of those on the waiting list.

4. WORKSHOPS, MASTERCLASSES AND AFTER SCHOOL CLUBS

4.1 Dates and times of Workshops, Masterclasses and after school clubs are released in advance on Performers' website, social media and ClassManager. School partners will be given a Performers letter that will be sent out to their school community.

4.2 All payments are to be booked and paid for in advance. Payment plans can be arranged.

5. USE OF PERSONAL INFORMATION

5.1 Refer to the GDPR policy.

6. HEALTH AND SAFETY

6.1 Students participate at their own risk and are obliged to inform Performers and its staff of any existing injuries or medical conditions. You will be required to provide all medical conditions/allergies when booking your child through ClassManager. Any changes to such information must be notified to Performers immediately in writing and updated on your ClassManager dashboard.

6.2 If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student on a Performers' class.

6.3 Any medication left on the school premises must be clearly labelled and the Student should, unless Performers has agreed in writing otherwise, be able to administer it themselves.

6.4 Students must wear Performers' uniform and suitable footwear (as per the school's uniform code).

6.5 If a Student is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided. This number must always be contactable whilst the Student is attending Performers.

6.6 Parents are solely responsible for ensuring that the emergency contact details on Performers' records are up to date.

6.7 All online activities can be recorded and held for a period of four weeks for safeguarding and quality review purposes.

7. PERSONAL PROPERTY

7.1 Students are obliged to take care of their own belongings. Performers can accept no liability for lost or damaged belongings.

7.2 You acknowledge that the maximum aggregate liability of Performers to a Student or Parent under these Terms & Conditions shall not exceed the Performers' fee to which a claim relates.

7.3 The liability of Performers and that of its staff is restricted to class time only and then only to gross negligence.

8. GENERAL

8.1 Performers may, at its own discretion, refuse a Student entry to a Performers session if it is felt that the Student's behaviour is unacceptable (see Code of Conduct).

8.2 Performers reserves the right to make changes to the timetable, the teaching staff, the advertised programme or the programme delivery mechanism (e.g., switching to online teaching) in the event of illness or other circumstances beyond our control.

8.3 Where a session of a Performers class has to be cancelled by Performers, the Principal will give as much notice as possible. In the event of a last-minute session cancellation, you will be notified by email, text message, a call to your mobile phone or through a designated Performers social media site; this includes the Performers Theatre Company ClassManager portal. Parents must ensure that they provide Performers with up-to-date contact details.

In the event of a Performers class being cancelled, Performers will provide substitute lessons where possible either at an alternative time, venue or online. If no alternative can be offered, Performers will provide refunds for classes that are unable to be fulfilled.

8.4 It is occasionally necessary to change the time and/or venue of a Performers session. This will only be done if absolutely necessary and Performers will do its best to keep class times, programme delivery mechanisms and/or locations as similar as possible but unfortunately this cannot always be guaranteed.

8.5 In the event that a Student is unable to attend a Performers session, due to sickness, holiday or a decision by the Parent or Student not to attend, Performers regrets that it is unable to refund any payment.

8.6 All Students must be collected on time after a session. Performers is unable to supervise Students after a session and consistent late collection will result in additional charges.

8.7 Performers' fees are reviewed annually and may be increased each year.

8.8 These Terms & Conditions, together with any Fee Note or Acceptance Letter, constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.9 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.

8.10 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.