



## **ClassACT Terms and Conditions**

This page details the Terms and Conditions by which **ClassACT Theatre School** agrees to provide services to you and your Child.

When you register your child for one of our after-school/holiday drama clubs, you are agreeing to these Terms and Conditions.

We reserve the right to modify, cancel or append to these Terms and Conditions which will be displayed on our Website at all times.

### **Definitions**

**Sessions, Clubs or Classes:** refers to a single or series of Sessions through which we deliver music, dance, drama, and singing or holiday club.

**Your Child:** is any child for whom you are the legal guardian for and have registered onto one of our Classes.

**Website:** [www.classacttheatreschool.com](http://www.classacttheatreschool.com)

## **Agreement**

### Registering for Classes

- Details of each Class are available on our Website or as otherwise advertised. It is your responsibility to make yourself aware of these including dates and times.
- Each Club/Holiday Workshop will have one or a number of Sessions. The cost of our Clubs are individually listed on our website.
- By registering for a Class either through our Website or otherwise you accept these Terms and Conditions.
- Your Child's place at a Class is dependent on you registering them for that Class and paying us the associated cost.

### **Classes delivered during the school day**

- Please ensure your child is aware of any Classes that you have registered them on and arrange for them to bring any required equipment (e.g. scripts).
- We will undertake our to collect all Reception, Year 1 and 2 children and escort them directly from their classroom to the club, providing you have confirmed this arrangement with their teachers.

### **Classes delivered outside of the school day including weekends and school holidays**

- Please ensure you make yourself aware of pickup times. A late pick up charge of £10 per 15 minutes will apply to any Session where your child is not picked up on time.

### **Payment**

- The cost of Classes and valid methods of payment for a specific Class are provided on our Website.
- The full cost of Classes, minus any agreed discounts, must be paid before the start of the first Session.
- If full payment is not received by the start of the first Session, or where we have agreed to spread the cost of payments and you fail to make a scheduled payment on time we reserve the right to refuse entry.

### **Discounts**

- We offer a 20% sibling discount on the second child's (and all subsequent) fees when you have more than one child registered to one of our clubs.
- All discounts must be claimed at the time of registering. No retrospective discounts or refunds will be offered.

### **Cancellations by you**

- If you wish to relinquish your child's place, we ask for a term's notice.
- All deposits are non-refundable.
- Sessions missed for any reason are not refundable.

## **Cancellations by us or schools where we run Clubs**

- We reserve the right to cancel any Sessions at any time up to and including the date of the session in question. Should any cancellation occur we will endeavour to give you at least seven day's notice and will attempt to offer you a viable alternative or will offer you a refund of any fees paid for said missed class or classes.
- In the event cancellation of classes due to reasons beyond our control (e.g. school closure due to snow or any other reason) no refund will be issued.

## **Your Instructions**

- It is your responsibility to ensure that we have current contact details for you and all adults authorised to pick up your child.
- All medical information and all other relevant or significant information should be shared at point of registration. Any changes or updates to this must be communicated via email/telephone at the earliest opportunity.
- We will only accept instructions given to us regarding a child from the legal guardian who registered for a Class in the first instance.

## **Themes and Session Content**

- We reserve the right to alter, vary, omit or substitute any part or parts of any Session provided by us described in any promotional or other materials published by us or on our behalf.
- In the event of any change in any content as described above, we will have no liability to refund any part of any fee or deposit paid.

## **Exclusions**

- In the event that we consider:
  - You are in breach of any of these Terms and Conditions, or
  - The behaviour of your child is disruptive or likely to put other children or ClassACT staff in danger, or
  - Your behaviour towards us, other customers, children in our care or our subcontractors or employees is disruptive, inappropriate, consistently negligent (including late collection of your child) or likely to bring us or any of our products or services into disrepute, we reserve the right to exclude your child from any Session or Sessions.

- If your child is excluded, no fees or deposits will be repaid to you and we reserve the right to seek payment of the balance of any fees due to us.

### **Health and Injuries**

- We accept children on the assumption that they are in good health and it is your responsibility to advise us of any medical complaint or history suffered by your child.
- We do not accept liability for personal injury to any child attending ClassACT Clubs save to the extent that such injury shall be caused by the negligence of any member of our staff or any other default on our part.

### **Personal Property**

- We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child unless such loss or damage shall be caused by the negligence of any member of our staff or any other default on our part.

### **Liability Limitations and Losses**

- Save as otherwise required by UK legislation, our total liability for any loss, damages, costs or expenses shall not exceed an amount equal to the invoice value for the services provided.
- We do not accept responsibility for any loss or expense due to circumstances beyond our control, including, but not limited to, delays in public transport, adverse weather, quarantine, sickness, bereavement, strikes or other industrial action, terrorism, fire and riot.

### **Use of Personal Data**

- We do not share any of the information you share with us as a result of registration with any third parties. We reserve the right to use information supplied by you to inform you of extra-curricular opportunities (i.e. Holiday workshops).

## General

- These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your registration, superseding any prior agreements between you and us.
- You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us, which is not set out expressly in these Terms and Conditions.
- We shall not be under any liability for any failure to perform any of our obligations under these Terms and Conditions if we are prevented from or delayed in doing so due to any circumstances beyond our reasonable control. If the event in question continues for 30 days or more, you shall be entitled to give notice in writing to us to terminate this contract and you will be issued with a partial refund for services not yet delivered.
- If any payments which are due under these Terms and Conditions are not made by their respective due date, interest shall accrue on the full amount outstanding at a rate of 8% above the base interest rate of the Bank of England, from the due date until the date of actual payment.
- A person who is not party to these Terms and Conditions or any agreement or document incorporating these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.