

# Terms and Conditions

## 1. Responsibilities

- a) Summerscales Performing Arts have set rules to ensure the smooth running of the organisation, the person signing these terms and conditions as the Parent/Guardian will be referred to as you, your, yourself. The person you have signed on behalf of who will be attending classes, courses, festivals, shows, displays will be referred to as the student. Summerscales Performing Arts will be referred to as SPA.
- b) These terms and conditions, and any enrolment forms you have signed or will sign, constitute an agreement between you and SPA in connection to classes or any services superseding any prior agreement.
- c) You have the responsibility to ensure that SPA have the correct details for you and the student and keep us updated of any changes to health or change of address.
- d) The students attendance at class is deemed to be your acceptance of the current Terms and Conditions.
- e) You have a responsibility to notify SPA of any illness/injury that may affect the student's participation at class.
- f) You must read the Notice Boards at each venue that the student attends in order to be fully aware of all upcoming events, this also includes the SPA Notes and News Facebook group.
- g) In the event that we consider you to be in breach of these terms & conditions or that the student is destructive to other children, staff or teachers, we reserve the right to exclude the student from any activity within SPA.
- h) Terms and Conditions are available to view on the Noticeboard at each venue, it is your responsibility to make yourself aware of these.
- i) SPA does not accept responsibility for loss or damage to clothing or property.
- j) Force Majeure (war, civil war, armed conflict, terrorist attack, government action, fire, flood, severe weather conditions, pandemic or epidemic or any other matter that is beyond our control). We cannot be liable if a lesson has to be cancelled due to Force Majeure. In this event we will endeavour to resume lessons as soon as possible. Information on the resuming of lessons will be made available as soon as possible.

## 2. Payment

- a) For the first two weeks of joining the only liability will be for the payment of lessons provided.
- b) After these first two weeks a full terms notice in writing must be received before the termination of any subject or leaving.
- c) Failing such notice full fees in lieu will be charged and a late payment fee of 10% added.
- d) Notice must be received on the first day of term in writing to 'The Principal'.
- e) A surcharge at the rate of 10% will be added to any fees left unpaid by the date stated on the invoice or deemed late in payment.
- f) SPA will attempt to recover any outstanding invoices through communications via post, telecommunications or email. If this becomes unsuccessful, SPA may decide to take legal action to recover all costs.
- g) Full Payment for terms classes must be made by the first day of term.
- h) A payment schedule could be made if applicants are unable to pay the full amount by the due date. This must be arranged at the time of billing with SPA and an agreement will be drawn with both parties.
- i) All Payment Plans must be cleared before the last day of the term, after which interest will be added.
- j) Interest may be added to any late payments throughout the term of the payment plan.
- k) Payment plans can be withdrawn at any time by SPA.
- l) SPA reserves the right to refuse entry to any pupil whose fees have not been paid by the agreed date.
- m) All fees are subject to increase without notice to applicants; however efforts will be made to give this prior to billing.
- n) Payment can be made via Cash or Bank Transfer Account Name Summerscales Performing Arts Account Number 89558367 Sort Code 60-24-20
- o) Refunds will not be given where a class has to be cancelled and/ rescheduled
- p) Refunds will not be given if pupils are unable to attend a lesson for reasons beyond our control. For example, sickness, school trips, competitions or displays.
- q) SPA may deem it necessary to cancel classes due to health and safety reasons, such as severe weather conditions or an act of god. Refunds will not apply as set out in clause 1.j.
- r) Private Coaching is charged at an hourly rate, fees for tutorials must be paid on the date of the lesson.

## 3. Lessons

- a) Lessons are timetabled on a termly basis. You are expected to view the new timetable at the end of the prior term. Timetables will also be available to view on SPA Notes and News (Facebook)
- b) Lessons are subject to change, times and studio without notice. There will be no refunds for classes missed by the applicant.
- c) To enable the participant to understand certain correction, physical contact may be necessary.
- d) It is your responsibility to ensure the student has the correct SPA uniform and the student wears it to classes.
- e) SPA have a high standard of grooming and training and so expect students to look neat and have their hair in a bun or pleat and uniform correct.
- f) Rosin may be provided by SPA if students require it in the studio.

## 4. Examinations

- a) SPA enters children on an Ad Hoc basis for examinations.
- b) Extra lessons are provided to bring students up to their optimum level.

- c) Every extra lesson must be attended by the student, if not students may be withdrawn from the examination without refund.
- d) Payment must be received before students are entered for their exam.
- e) SPA will not enter the student for examinations if the teaching team feel unsafe or they are not capable.
- f) SPA reserves the right to change the date and/or time of examinations but will endeavour to give prior notice as soon as possible.
- g) Students aged 16 and over are required to bring a valid form of photo identification to all examinations which will be checked by SPA.

## 4. Festivals

- a) Festivals will be by invitation only from SPA to the student who will be required to commit to two years.
- b) By committing to the festival the student is expected to rehearse, and be available for all festivals agreed prior.
- c) All costumes must be designed by SPA and costumes and material must be pre approved before ordering or wearing at a competition.
- d) Hair and Make Up: Baby, A, B hair should be in Performers plait bun with side parting for stage. Baby, A, B, C Classical Centre Parting and two twists with a HIGH FLAT bun which should rest on the crown of the head. C, D, E Stage and classical hair must be in side parting and French pleat. If your routine calls for a different hair style this will be mentioned to you.
- e) It is your responsibility to ensure the student has the correct hair and make up
- f) If any dancers miss or do not attend a group at a festival then they will be removed from the dance all together. If the student is removed from all groups then this will also have an affect on solos duets trios.
- g) No refund will be given for the removal of groups
- h) If you the student has a tap solo duet or trio or would like to be considered for one the student must attend Rhythm Tap. If the student participates in a modern (jazz, stage) solo in C,D,E then the student must attend commercial. If the student has a modern lyrical or contemporary solo in C,D,E the student must attend Tuesday, Thursday and Saturday ballet. If the student participates in a Musical Theatre or Character solo A,B,C,D you must be attending either musical theatre or drama.
- i) Choreographed dances are the ownership of Summerscales Performing Arts and will not be whole or partly copied for use for any other purpose other than for Summerscales Performing Arts. Permission must be granted from the principal for any routines to be danced elsewhere, including auditions.
- j) SPA reserves the right to refuse entry into a festival if fees are not paid and/or the dancer has not rehearsed, and it is seen the dance is not of a standard to perform without refund.
- k) Festival coaching is charged at an hourly rate.
- l) Invoices are published on an Ad Hoc basis.
- m) Invoices must be paid by the date stated (for late payment see 2e)

## 6 Students

- a) Summerscales Performing Arts can only be responsible for the wellbeing of the pupils during class time and will not be held responsible for the safety of the children when they are outside the classroom.
- b) Occasionally photographs may be taken for publicity purposes. This may mean your child is in a photograph used. If parents/guardians object to this, a letter in writing should be made to the principal.
- c) Summerscales Performing Arts does not accept responsibility for loss or damage to clothing or property

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