

## American Dance School Ltd. Terms and Conditions

### Definitions:

The following expressions, shall have the following meanings:

-“Agreement” means the contract between American Dance School Ltd. And the customer for the provision of the services incorporating these booking terms and conditions, the Etiquette Code of Conduct.

-“Booking confirmation” Shall mean written communication from American Dance School Ltd. Confirming the scheduled date and time of the classes booked by the customer.

-“Customer” Means any person, company or organisation who purchases services from American Dance School Ltd. for either themselves/ and or other participants to undertake classes from American Dance School Ltd.

-“Intellectual Property Rights” Means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether presently existing or applied for.

-“Participant” Means any person entering the dance studio partaking activities.

-“Dance Studio” Is the specified area where dance classes will take place.

-“Tuition” Is the payment required for booking.

-“ADS” Is an abbreviation for American Dance School Ltd.

### 1. General Terms and Conditions

1.1 All registration forms and payments will be processed in the order they are received.

1.2 Correspondence will be sent primarily via email. If the email address is incorrect, ADS cannot be held responsible for missed or misdirected email communications.

1.3 ADS do not provide receipts. Customers can retain a copy of their confirmation and match it with their credit card slip/bank statement as evidence for their accounts.

1.4 ADS reserve the right to amend these Terms and Conditions without prior notice. ADS will aim to give reasonable notice for any significant changes.

1.5 ADS reserve the rights to make alterations to the advertised arrangements without prior notice and without being obliged to offer a refund. The information in, printed, or electronic brochures/notices, is correct at the time it goes to print or going online.

1.6 If booking confirmation is not received, it is the responsibility of the individual who made the booking to contact ADS at for the information to be reissued.

1.7 ADS do not accept any responsibility for loss or damage to property left on the premises.

1.8 ADS do not discriminate on background, race, or religion. ADS regularly monitor staff to maintain ADS teaching policies and adheres to Health and Safety Procedures to ensure that each child dances in class appropriate to the level of their development.

1.9 Upon confirmation of booking, the customer and consent give permission to ADS to use photographs and video recordings for marketing and developmental purposes. This includes but not limited to publishing on social media and the ADS website.

1.10 Participants are required to attend class wearing the uniform detailed in the *ADS Etiquette Code of Conduct*

1.11 Each Customer will have access to these terms and conditions before their booking is made. As soon as payment is received by the customer, it is also taken as acceptance to these terms and conditions.

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### 2. Fees

- 2.1 Class space is limited, so participants are advised early to avoid disappointment.
- 2.2 There is a one-time registration fee per child. This is non-refundable nor transferrable.
- 2.3 If a participant needs to add and or drop a class, participants must request this in writing to [info@americandanceschool.co.uk](mailto:info@americandanceschool.co.uk)

### 3. Tuition and Payment

- 3.1 Tuition is paid monthly. The full amount of tuition must be paid by the 1<sup>st</sup> of every month.
- 3.2 Places can only be confirmed once full payment is received.
- 3.3 If full tuition is not received within seven days after the first of the month, there will be an £8 late fee charged.
- 3.4 Each participant will receive an invoice for the following month.
- 3.5 Each new participant will receive an invoice once the request to join has been made. If a request is made but no space is available, ADS will aim to respond to all unsuccessful requests.
- 3.6 If a participant turns up to class without paid tuition, an ADS team member has the right to turn them away and the participant will not be able to participate until full payment is made, unless there is a prior written agreement.

### 4. Withdraws, Transfers, and Refunds

- 4.1 All bookings are non-refundable nor transferrable.
- 4.2 If a participant needs to withdraw due to illness or injury, no refund will be issued. ADS will however, review all cases and consider offering credit in extreme circumstances. Evidence such as doctors note will likely be required in these circumstances.
- 4.3 In a situation where ADS have to cancel a class, make up classes will be offered. If unable to attend ANY make up class, the participant will be able to roll over credit to the next month. No refund will be given.

### 5. Eligibility

- 5.1 Specified age ranges are there as a guide. Any decision relating to age grouping is at the discretion of ADS. All participants will be placed based on their skill and ability. ADS place the welfare and development of each participant at the forefront when selecting levels.

## 6. Bookings

- 6.1 Bookings are made by requesting space by emailing [info@americandanceschool.co.uk](mailto:info@americandanceschool.co.uk). If space is available, ADS will respond with an invoice. Once payment is received a confirmation email will then be sent to confirm the booking.
- 6.2 The completion of “participants online registration form”, does not guarantee a space.
- 6.3 Correspondence will be sent via email, if the email address is incorrect, ADS cannot be held responsible for missed or misdirected email communications.
- 6.4 If there is not space in a certain class, the participant will be placed on a waiting list on a first come first serve basis.

## 7. Code of Conduct

- 7.1 All participants will be given an *Etiquette and Code of Conduct* form upon confirmation of booking. It is the responsibility of the participant to ensure *the Etiquette and Code of Conduct* is read, understood, and followed whilst in class and at ADS. For participants under the age of 18, it is the responsibility of the responsible adult to ensure their child/children understand and follow the *Etiquette and Code of Conduct*.
- 7.2 Failure to follow the *Etiquette and Code of Conduct* may result in participants being asked to leave class or ADS. If a participant is asked to leave class or ADS for not following the *Etiquette and code of conduct*, no refund will be issued.
- 7.3 ADS reserve the right to refuse admission to any participant prior to, or during the event. In this instance no refund will be given.

## 8. Limitation of Liability

- 8.1 ADS shall not be responsible for the loss or damage, of, or to any property of those using ADS services.
- 8.2 Customers of ADS are free to use the parking facilities of King Alfred’s Academy West Site, but any vehicles and their contents are left at the owners’ risk.
- 8.3 Nothing in these booking Terms and Conditions shall exclude or limit the liability of ADS for death or personal injury, however, ADS shall not be liable for any direct loss or damage suffered by the customer or any participant howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by ADS in the insurance year in which the claimant’s claim is first notified.
- 8.4 ADS shall not be liable under and circumstances to the customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the party howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 8.5 Participants with an existing injury, attend the activity at their own risk. Participants should consider whether they need insurance coverage in case of injury during the activity. It is the responsibility of the participant to make the dance teacher aware of any pre-existing injury.

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8.6 Participants are advised to consider taking out insurance against withdrawal due to injury/illness, medical treatment or hospitalisation, or due to personal or family reason which might prevent them completing the activity, as ADS are not responsible for any pre-existing illness or injury.

8.7 ADS and King Alfred's Academy are not liable for any injury or illness whilst attending ADS.

### 9. Data Protection Statement

9.1 ADS hold contact details to be able to provide its customers with information on regarding any relevant information to do with their booking with ADS.

9.2 By accepting these Terms and Conditions, the customer accepts that ADS will retain their contact details and give ADS permission to contact them. ADS will not disclose any personal information to a third party except when legally required to do so.

9.3 It is the responsibility of the customer to inform ADS of any change to participants or customers contact details in writing. All details will be held in strict confidentiality and will not be passed on to outside parties.

### 10. Force Majeure

10.1 ADS shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to adverse weather, strikes, lock outs, accidents, war, fire, breakdown of plant or equipment or shortage or unavailability of raw materials from a natural source of supply, and ADS shall be entitled to a reasonable extension of its obligations.

### 11. Content

11.1 ADS reserve the right to alter the advertised programme and/or schedule without prior notice. The information presented on the ADS website and in other printed or electronic notices is correct at the time of publication.

11.2 ADS strive to ensure that each participant is dancing in a safe and comfortable environment.

11.3 ADS recognise the importance of having robust systems in place to ensure the safe arrival and collection of children from class. ADS have a duty of care to all children that attend class and is committed to ensuring there are effective methods of arrivals and collection of children in order for each child to remain safe whilst in ADS' care. ADS will ensure that an accurate record is kept of all children in class.

11.4 ADS believe that the best possible way of achieving this policy is to receive each child from an authorised adult and to release each child securely to an authorised adult at the end of the class.

11.5 Children will not be allowed to leave the dance areas until they are collected from inside the premises. Written permission is required should you wish your child to be allowed to leave unsupervised.

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11.6 All children need to be collected at the scheduled end time of each class. If a child is not collected, ADS has a duty of care to ensure the child is kept safe. If ADS has had no contact regarding the uncollected child after 20 minutes, then ADS will contact social services to seek advice.

### 12. Cancellations

12.1 ADS shall be entitled to cancel a booking at any time. In the event ADS decides to cancel the customer's booking, it shall use its reasonable endeavours to notify the customer as soon as possible and the customer shall be entitled to a full refund limited to the sums paid in relation to the booking being cancelled, and no other compensation shall be payable.

### 13. Physical Aids

13.1 In order to aid a participant's development, it may be necessary for the dance teacher to assist a participant in successfully completing a set move. This may include the dance teacher physically positioning participants to help them develop a dancer. If any parent/guardian would like to discuss this further, please either contact ADS, or speak with the Director.

### 14. Ratio's

14.1 As per Ofsted's, Early Years and Childcare Registration Handbook, ADS is exempt from registering with Ofsted based on the following point. 'A provision is exempt from registering, if they provide care where a child does not stay with them for more than two hours a day, even if the childcare service is open for longer than two hours.' This means there are no legal standards regarding staff qualifications or staffing ratios that ADS has to meet. However, ADS understands the importance of development and welfare so feels the following ratios are adequate to ensure the safety and development of each child. ADS will always endeavour to keep to these ratios however there may be times where they are exceeded.

- Creative movement/ Acro -1 **1:10**
- Level 1 **1:15**
- Level 2, 3, 4, Break Dance, Acro-2 **1:20**