Terms and Conditions 2027

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Policy Responsibility: **Sam Gibbs (Principal)**
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PERFORMERS THEATRE COMPANY

AGREEMENT AND APPLICATION

These Terms and Conditions form the agreement between Performers Theatre Company Limited ("Performers", "we", "us" or "our") and the parent/carer or other person responsible for entering into the agreement ("you" or "your").

Where a student is under 18, the agreement must be entered into by an authorised parent/carer. Adult students may enter into their own agreements.

By completing enrolment and accepting these Terms and Conditions, you agree to the applicable arrangements for the activities booked.

These Terms and Conditions should be read alongside the relevant policies and any additional terms provided for specific activities.

Where separate terms apply to a production, workshop, trip or other event, these will be communicated before booking.

Nothing in these Terms and Conditions affects your statutory rights.

1. INTRODUCTION

Welcome to Performers Theatre Company.

We are committed to providing a caring, family-orientated and positive environment where every student is encouraged to develop confidence, creativity and resilience and to '**Be Their Best**'.

These Terms and Conditions apply, as relevant, to:

- Weekly classes.
- Workshops and masterclasses.
- Holiday workshops and summer schools.
- Productions, rehearsals and events.
- Other activities organised by Performers Theatre Company.

Specific booking arrangements may differ depending on the activity.

2. ENROLLING A NEW STUDENT

- Students enrolling in regular classes must be registered through ClassManager.
- Places are normally allocated on a first-come, first-served basis, subject to suitability, availability and any applicable entry requirements.
- Where a class is full, students may be placed on a waiting list.
- Parents/carers must provide accurate contact, medical and other relevant information during enrolment.
- Information must be kept up to date throughout the student's enrolment.

Enrolment confirms acceptance of these Terms and Conditions and the relevant Codes of Conduct.

Families are encouraged to familiarise themselves with the policies available through Performers Theatre Company.

3. FEES & PAYMENTS

3.1 Payment Structure
Regular class fees are calculated using the annual programme of 39 sessions, divided into 12 equal monthly payments.

This arrangement provides consistent monthly payments throughout the academic year, regardless of the number of sessions taking place in an individual month.

Monthly fees therefore represent an equalised contribution towards the annual programme rather than payment solely for sessions occurring within that calendar month.

All advertised fees are inclusive of VAT where applicable.

3.2 Academic Year
- The Performers academic year runs from September to August.
- Standard class fees are calculated over a 12-month period.
- Monthly payments remain consistent throughout the year, subject to any agreed changes to enrolment, fees or applicable packages.
- The four-week withdrawal notice requirement continues to apply.

3.3 Monthly Payments
Regular class fees are payable monthly in advance through ClassManager invoices.

Invoices are normally issued on or around the first day of each month.

Accepted payment methods may include:
- Bank transfer.
- Standing order.
- Card payment.
- Cash.

Available payment methods may change and will be communicated where necessary.

3.4 Late Payments
Invoices are payable within **14 days of the invoice date**, unless alternative arrangements have been agreed.

A **£5 late-payment fee** may be applied where payment remains outstanding beyond the stated deadline, in accordance with the Fees and Payments Policy.

Where payment difficulties arise, parents/carers are encouraged to contact the Principal promptly to discuss appropriate arrangements.

Persistent non-payment may result in attendance being temporarily paused or enrolment being reviewed, following reasonable communication and consideration of the circumstances.

Outstanding fees remain payable in accordance with the agreed terms.

3.5 Joining Mid-Year
Students joining Performers Theatre Company after the start of the academic year will pay the applicable monthly fee from the commencement of their enrolment.

Where a student joins partway through a calendar month, an initial covering payment will be calculated using the applicable per-session rate for the remaining scheduled sessions in that month.

From the following calendar month, the student will move onto the standard equalised monthly payment structure.

Students will not be charged for sessions or months before their enrolment.

3.6 Workshops, Masterclasses and Additional Fees

Workshops, masterclasses, holiday programmes and other additional opportunities may require payment in advance.

Productions, rehearsals, trips and events may incur separate charges.

The applicable fees, payment deadlines, cancellation arrangements and any relevant discounts will be communicated before booking.

Participation in additional activities is optional unless expressly stated otherwise as part of a specific programme.

3.7 Discounts

The standard sibling discounts are:

- 15% discount for the second child.
- 10% discount for additional siblings.

Additional discounts may apply to workshops, productions, class packages or other opportunities.

Discount eligibility and application will be determined in accordance with the current Fees and Payments Policy and published fee information.

3.8 Package Deals

Package deals offer reduced fees for students participating in multiple eligible classes.

Regular class packages operate within the standard 12-month payment structure unless otherwise specified.

Package prices, eligibility and any applicable restrictions will be communicated at enrolment.

Where a student changes or withdraws from an individual class within a package, the remaining fees may be recalculated according to the applicable package arrangements and notice requirements.

3.9 Refunds and Credits

Student Absence

Fees are normally payable regardless of individual absences, including illness, holidays or other personal commitments.

Refunds or credits are not ordinarily provided for missed sessions unless required by law or otherwise agreed by Performers.

Classes Cancelled by Performers

Where Performers cancels a scheduled class and does not provide an appropriate replacement or alternative arrangement, a proportionate credit or refund will be provided as appropriate.

Credits may be applied to future ClassManager invoices where agreed.

Where a refund is required by law, families will not be restricted to receiving account credit.

Package Deals

Where appropriate, credits or refunds relating to package deals may be calculated proportionately, taking account of the discounted package price.

Additional Activities

Workshops, masterclasses, productions, trips and holiday programmes may have separate cancellation and refund terms, which will be communicated before booking.

Any applicable statutory cancellation or refund rights remain unaffected.

3.10 Communication

Performers Theatre Company is committed to:

- Clear and transparent invoicing.
- Communicating payment deadlines.
- Providing reasonable notice of changes to fees.
- Considering appropriate payment arrangements where families experience financial difficulties.
- Responding to payment queries fairly and promptly.

Further details are provided in the Fees and Payments Policy.

4. FREE TRIALS

Performers Theatre Company offers a no-obligation free trial for eligible new students, subject to availability and suitability.

Trial places must be arranged in advance.

Parents/carers must provide any information necessary to ensure the student's safety and appropriate participation.

Following the trial, families may choose whether to proceed with enrolment.

5. WITHDRAWAL FROM CLASSES

A **minimum of four weeks' written notice** is required when withdrawing a student from regular classes.

Notice should be provided to the Principal or through the designated company communication channel.

Fees remain payable during the applicable notice period.

Where a student participates in multiple classes or a package, the remaining fees may be adjusted according to the applicable pricing arrangements.

Withdrawal from productions, workshops or other additional activities is governed by the relevant activity-specific terms.

Nothing in this section limits any statutory right to cancel or terminate an agreement.

6. CLASSES AND LOCATIONS

Classes primarily take place at:

- Park Community School, Havant.
- Deverell Hall, Waterlooville.

Additional classes, rehearsals and activities may take place at other venues.

Performers reserves the right to make reasonable operational changes, including:

- Adjusting class timetables.
- Changing teaching staff.
- Changing venues.
- Providing suitable alternative arrangements where necessary.

Families will be informed of significant changes as soon as reasonably practicable.

Where a material change substantially affects the service being provided, appropriate alternatives, credits, refunds or cancellation options will be considered in accordance with applicable consumer rights.

7. PRODUCTIONS

Productions are optional and are not included in standard class fees unless expressly stated otherwise.

Participation may involve:

- Auditions and casting arrangements.
- Additional rehearsals and intensive rehearsal periods.
- Production or rehearsal fees.
- Attendance and commitment expectations.
- Costume, script or other production-related arrangements.

Each production may have its own specific terms, fees, withdrawal deadlines and participation requirements.

These will be communicated before families commit to the production.

Participants must follow the relevant Production and Rehearsal Policy, Codes of Conduct and production-specific agreements.

Any withdrawal charges must be clearly communicated in advance and applied fairly and proportionately.

8. HEALTH AND SAFETY

Performers Theatre Company is committed to providing a safe and appropriately supervised environment.

We take reasonable steps to identify and manage risks associated with our activities.

Parents/carers are responsible for ensuring that relevant information is accurate and kept up to date, including:

- Medical conditions and additional support needs.
- Emergency contact details.
- Relevant allergies or medication requirements.
- Injuries or conditions that may affect safe participation.

Parents/carers should inform Performers promptly of any significant changes.

An appropriate emergency contact must be available during sessions.

Students must follow reasonable safety instructions and participate in activities in a manner appropriate to their abilities and circumstances.

Performers will follow its Health and Safety Policy, safeguarding procedures and relevant risk assessments.

Nothing in these Terms and Conditions excludes or restricts liability where doing so would be unlawful.

9. SAFEGUARDING

The safety and wellbeing of children and young people are central to the operation of Performers Theatre Company.

We maintain safeguarding procedures in accordance with our Safeguarding and Child Protection Policy.

Appropriate safeguarding checks, including Disclosure and Barring Service (DBS) checks where legally eligible and required, will be undertaken according to individuals' roles and responsibilities.

Staff, students and families are expected to follow relevant safeguarding arrangements, including supervision, communication and collection procedures.

Safeguarding concerns should be reported promptly to:

- **Sam Gibbs - Designated Safeguarding Lead (DSL).**
- **Jess Eaton - Deputy Designated Safeguarding Lead (DDSL).**

Alternative reporting arrangements apply where a concern involves the Principal, as outlined in the Safeguarding and Child Protection Policy.

Any photography, filming or recording will be managed in accordance with the Photographs and Images Policy and relevant consent arrangements.

10. UNIFORM

Performers uniform is compulsory for regular classes unless an agreed exception applies.

Students are normally expected to wear:
- A Performers-branded top.
- Appropriate navy blue or black bottoms.
- Suitable footwear for the activity.

Additional requirements relating to hair, jewellery and class-specific clothing are outlined in the Student Code of Conduct and Parent/Carer Handy Guide.

Students attending an initial trial may wear suitable alternative clothing.

Uniform expectations will be applied fairly, taking account of reasonable adjustments, safety and individual circumstances.

11. BEHAVIOUR

All students must follow the Student Code of Conduct and demonstrate appropriate behaviour during classes, rehearsals and company activities.

Performers Theatre Company is committed to managing behaviour fairly, consistently and proportionately.

Where concerns arise, appropriate action may include:
- Informal reminders and guidance.
- Discussions with parents/carers.
- Additional support or agreed adjustments.
- Formal warnings.
- Temporary restrictions or withdrawal from activities where justified.

Serious safeguarding or safety concerns may require immediate action.

Decisions will take account of individual circumstances, safeguarding responsibilities, reasonable adjustments and the relevant company policies.

12. CHILD COLLECTION

Parents/carers are responsible for ensuring that children are collected promptly and in accordance with the Child Collection Policy.

Collection arrangements and authorised contacts must be kept up to date.

Where a parent/carer is unexpectedly delayed, Performers should be informed as soon as possible.

Children will not be released to unauthorised individuals.

Persistent late collection may result in further discussion or appropriate action in accordance with the Child Collection Policy.

Any additional charges must be clearly communicated and agreed in accordance with applicable terms.

13. PERSONAL PROPERTY AND LIABILITY

Students are encouraged to bring only necessary personal belongings to classes and activities.

Reasonable care should be taken with personal property, and valuable items should be avoided where possible.

Performers Theatre Company is not responsible for loss or damage to personal belongings where this has not resulted from a breach of our legal obligations.

Nothing in these Terms and Conditions excludes or restricts liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Any other liability that cannot lawfully be excluded or restricted.

Any liability arising from a failure to provide services with reasonable care and skill will be determined in accordance with applicable law.

Your statutory rights remain unaffected.

14. CHANGES TO TERMS

Performers Theatre Company may review and update these Terms and Conditions to reflect changes in legislation, safeguarding requirements, operational arrangements or the services provided.

Families will be given reasonable advance notice of material changes wherever practicable.

Changes will be communicated through appropriate company channels.

Where a material change adversely affects an existing agreement, families will be informed of any applicable options, including cancellation or other remedies required by law.

Updated terms will apply in accordance with the notice provided and applicable legal requirements.

15. GOVERNING LAW

These Terms and Conditions are governed by the laws of England and Wales.

Any disputes will be subject to the applicable laws and jurisdictional requirements.

RELATED POLICIES

These Terms and Conditions should be read alongside the relevant Performers Theatre Company policies, including:

- Fees and Payments Policy.
- Safeguarding and Child Protection Policy.
- Student and Parent/Carer Code of Conduct.
- Child Collection Policy.
- Health and Safety Policy.
- Anti-Bullying Policy.
- Equal Opportunities Policy.
- GDPR and Data Protection Policy.
- Photographs and Images Policy.
- Production and Rehearsal Policy.
- Parent/Carer Handy Guide.