



PERFORMERS THEATRE COMPANY

Terms and Conditions

www.performerstheatrecompany.com

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 are required to consent to these Terms & Conditions by signature. 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 (including online activities) run by Performers during the breaks between Terms.

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/Guardian must agree to these Terms & Conditions and submit an enrolment application form. The new Student must sign a Code of Conduct.

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. BALANCE PAYMENTS

3.1 For a Student enrolled on a Workshop, the full fees are paid in advance, as detailed in clause 2.2 above. All classes are paid for in advance, on a monthly basis.

3.2 Where Classes do not take place due to school holidays, this is invoiced accordingly prior to payment being taken.

3.3 Any payments that are not paid by the given deadline date (unless prior arrangements have been organised with the Principal) will incur a £5 charge.

4. WORKSHOPS AND MASTERCLASSES

4.1 Dates and times of Workshops and Masterclasses are released in advance on Performers' social media.

4.2 All workshop and masterclass payments are to be paid in advance.

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. All enrolment forms must have any known medical conditions stated and any changes to such information must be notified to Performers immediately in writing.

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 stated in the Company Handbook under 'Uniform').

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 below or on the enrolment form. 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. 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 UNLESS prior arrangements have been made with the Principal. These arrangements must be organised at least 4 weeks in advance of the pupil's absence.

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.