

# Academy Arts Theatre School - Terms and Conditions

## 1. FEES

- 1.1 Each child is offered a free trial session or class. Thereafter, upon enrolment, fees for Academy Kids and Academy Arts Theatre School are payable termly in advance (with a two instalment option).
- 1.2 All fees must be paid in full by the first day of term.
- 1.3 Pupils, whose fees are outstanding, will be denied access to class until their fees have cleared.
- 1.4 Academy Kids Sibling discount 10%. Theatre School sibling discount 50%.
- 1.5 Failure to pay any fees owed will be referred to our Solicitor and action taken to recoup funds as necessary.
- 1.6 A 50% discount on the full term fee is payable should any theatre school student wish to attend a second branch. There is no Sibling discount on the second branch fee.
- 1.7 N.B: The Principal reserves the right to alter the price of classes with half a term's notice to parents.
- 1.8 Unless Academy Arts is otherwise notified in writing by you before the sixth (6th) week of the Course, a Student is automatically re-enrolled onto the Course for the following Term.

## 2. NOTICE

- 2.1 A full Half-Term's notice is required **in writing** if any pupil will not be continuing with their class.
- 2.2 Failure to provide the required notice will result in a half term's fee being payable in lieu of notice.

## 3. REFUNDS

- 3.1 Academy Arts Theatre School cannot offer a refund if you do not attend class.
- 3.2 A full refund will be given if the chosen workshop date/course is fully booked on receipt of payment.
- 3.3 For cancellations due to epidemic/national crisis/Act of God, or for any situation over which the Principal has no control, no refund will be applicable.
- 3.4 NEW STUDENTS ONLY: The first class is considered a 'trial' class. If for any reason the course is not suitable, please inform us ASAP so we can offer you the place to the next person on the waiting list.
- 3.5 Holiday courses are non-refundable.
- 3.6 If a payment is made by BACs or PayPal, Academy Arts Theatre School reserve the right to make a £10 charge (taken from the original payment and consequently refund amount) to cover PayPal charges and administration costs.

## 4. UNIFORM

- 4.1 Pupils must arrive for class dressed in the appropriate uniform with the required footwear. Academy uniform is all black.
- 4.2 Academy Arts T-shirts are compulsory and are available to order from the Academy Arts website [www.academyarts.co.uk](http://www.academyarts.co.uk). Students may also purchase hoodies & bottoms.
- 4.3 Please ensure that all personal belongings and items of uniform are clearly named.

## 5. DISCIPLINE

- 5.1 All pupils are expected to conduct themselves in a disciplined manner whilst attending classes and be respectful to both teachers and fellow pupils at all times. This is to ensure the safety and enjoyment of all.
- 5.2 Any pupil that acts without regard for others will be cautioned and their parents informed.
- 5.3 The Principal reserves the right to terminate the tuition of any persistently disruptive pupil.
- 5.4 Mobile phones must be either switched off or on silent and must only be brought to class if they are being used for the purpose of recording harmony lines in singing class.

# Academy Arts Theatre School - Terms and Conditions

## 6. ATTENDANCE

- 6.1 Pupils are encouraged to show commitment in their attendance of classes. This is particularly important during any show rehearsal period or in the term leading up to our competition. Parents are requested to support their children in this.

## 7. HEALTH AND INJURIES

- 7.1 Students participate at their own risk and are obliged to inform Academy Arts and its staff of any existing injuries or medical condition. All application forms must have any known medical conditions stated and any changes to such information must be notified to Academy Arts immediately in writing.
- 7.2 If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student on an Academy Arts Activity.
- 7.3 Any medication left on the school premises must be clearly labelled and the Student should, unless Academy Arts has agreed in writing otherwise, be able to administer it themselves.
- 7.4 Students must wear suitable footwear and clothing at all times, including Academy Arts uniform for all Courses.
- 7.5 In the interests of hygiene, please ensure that all children with long hair arrive for class with their hair tied back.
- 7.6 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 the Academy Arts Activity.
- 7.7 Parents are solely responsible for ensuring that the emergency contact details on Academy Art's records are up to date.

## 8. PHOTOGRAPHY

- 8.1 Pupils may, on occasions, be photographed or filmed during class and performances.
- 8.2 By taking part in Academy Arts activities, it is understood that parents give their permission for this.
- 8.3 If you would prefer your child not to be, you must inform the school in writing.

## 9. PERSONAL PROPERTY

- 9.1 Students are obliged to take care of their own belongings. Academy Arts can accept no liability for lost or damaged belongings.
- 9.2 You acknowledge that the maximum aggregate liability of Academy Arts to a Student or Parent under these Terms & Conditions shall not exceed the Academy Arts Activity fee to which a claim relates.
- 9.3 The liability of Academy Arts and that of its staff is restricted to class time only and then only to gross negligence.
- 9.4 All lost items will be stored for a maximum of one term before being handed to a charity shop. Should your child lose an item at Academy Arts, please either check with a member of staff or email [info@academyarts.co.uk](mailto:info@academyarts.co.uk). Please note that Academy Arts Theatre School cannot take responsibility for any articles lost or stolen.

## 10. CANCELLATION OF CLASS

- 10.1 Should it be necessary to close the school on account of epidemic/national crisis/Act of God, or for any situation over which the Principal has no control, no fee refunds or compensation will be given.

# Academy Arts Theatre School - Terms and Conditions

## 11. USE OF PERSONAL INFORMATION

- 11.1 The personal data (as it is defined in the Data Protection Act 1998) of a Student and/or Parent submitted using the application form will be processed by Academy Arts for the purposes of administration, research, in relation to the provision of teaching services in singing, dance and drama.
- 11.2 Academy Arts will share this information with external agencies (for example organisations with responsibility for children's safeguarding) only when required or permitted to do so by law.
- 11.3 Academy Arts will not disclose personal data to third parties for marketing purposes although Academy Arts may use personal data for their own marketing and business development purposes, including for the purposes of advertising and promoting classes/workshops/productions and/or services by Academy Arts.
- 11.4 Parents who do not wish to receive marketing communications from Academy Arts should inform the Principal in writing.
- 11.5 Academy Arts owns all the rights, title and interest in and to its websites, including software, text and media and its trade marks, logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Course, Workshop or Holiday Workshop/Camp is owned by Academy Arts.

## 12. GENERAL

- 12.1 Academy Arts may, at its own discretion, refuse a Student entry to a Academy Arts Activity or session of a Academy Arts Activity if it is felt that the Student's behaviour is unacceptable
- 12.2 Academy Arts reserves the right to make changes to the timetable and to the teaching staff from the advertised programme in the event of illness or other circumstances beyond our control.
- 12.3 Where a session of a Academy Arts Activity has to be cancelled by Academy Arts, Principals 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 Academy Arts social media site. Parents must ensure that they provide the Principal with up-to-date contact details.
- 12.4 It is occasionally necessary to change the time and/or venue of a Academy Arts Activity session. This will only be done if absolutely necessary and Academy Arts will do its best to keep class times and locations as similar as possible but unfortunately this cannot always be guaranteed.
- 12.5 In the event that a Student is unable to attend a Academy Arts Activity session, due to sickness, holiday or a decision by the Parent or Student not to attend, Academy Arts regrets that it is unable to refund any payment.
- 12.6 All Students must be collected on time after a session. Academy Arts is unable to supervise Students after a session and consistent late collection will result in additional charges.
- 12.7 Academy Arts Activity fees are reviewed annually and may be increased in September of each year.
- 12.8 These Terms & Conditions, together with any Fee Note, Acceptance Letter and/or Venue Sheet, 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.
- 12.9 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.
- 12.10 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.

## 13. LOCALISED LOCKDOWNS and PANDEMICS:

- 13.1 If Academy Arts Theatre School cannot deliver classes due to force majeure or government directive, we shall implement online classes via video conferencing software as a replacement. No refunds will be offered.
- 13.2 If a child or household member is told to self-isolate by NHS Track and Trace (or equivalent service) this will be classed as missed sessions and as per the below, no refund will be made.