

Terms & Conditions of Business (Revised July 2021)

1. Enrolment

By enrolling your son or daughter in the Wendy Sandercock Academy of Dance you have agreed to the following terms and conditions. Enrolment means physically attending class and or where any one or more of the following may apply,

- a. By the payment of a term's and or additional class fees (see conditions below),
- b. By payment for each class on a class by class basis (pay as you go – only available until the end of the Autumn Term),
- c. By formally attending class and or applying to the Academy by completing the online or downloading and returning the appropriate pdf enrolment / registration document.

NO enrolment will be processed and accepted as such unless the on-line enrolment / registration document has been received electronically by us and / or the paper pdf equivalent and / or a signed GDPR form as we are required to be GDPR compliant at all times. Furthermore, you are required to agree and sign the declaration - I (and my child, if over 13) consent to you holding and processing my and my child's personal data in accordance with our Personal Data Policy.

Signed:	<input type="text"/>	Parent / guardian	<input type="text"/>	<input type="text"/>
Signed:	<input type="text"/>	Child 1 (if over 13)	<input type="text"/>	<input type="text"/>
Signed:	<input type="text"/>	Child 2 (if over 13)	<input type="text"/>	<input type="text"/>

If there are more than two children over the age of thirteen, please sign and date at the end of this document.

- d. **Data Protection & Privacy Policy.** We retain and process your and your child's personal data in accordance with our Personal Data Policy <https://www.wendysandercockdance.com/> which we update from time to time.

2. Payment Term

1. Term Accounts

- a. Fees are payable termly and in advance and no later than the second class of each new term unless agreed by the principal. If your child attends class without the fee having been paid, and unless you have a prior written agreement with us as regards fee payment, they will not be allowed to participate. A written reminder for fees not paid after the second class of term will incur a £5 administration charge which will be added to subsequent invoiced amounts,
- b. Fees are based on a 10 to 13 week term as indicated on the timetable as detailed on our website,
- c. Invoice and remittance notices will be provided at the beginning of each term. Submitted fees must be accompanied by a completed remittance advice notice and sent to WSA via email only,
- d. As from September 2020 Fees may not be paid in cash or cheque and must be paid by Direct Bank Transfer only.
- e. When using Internet Banking clearly state invoice number and student name and payment amount and ask for the sort code and account number and account name,
- f. Receipt of payment cannot be confirmed without a completed remittance advice notice,
- g. Fees which remain outstanding at the end of each half term shall incur a 20% additional charge.

2. Pay as You Go (transitional rules)

- a. Pay as You Go is being phased out starting from September 2010 (Applicable for the Autumn term 2020) and replaced by a block booking system,
- b. Should you wish to continue using Pay as You Go for the September term then all fees for each class attended are payable upon joining the class or at the end of the class and solely at the discretion of the teacher AND must be paid by UK Credit or Debit Card,
- c. Should your child not wish to continue with any class and leave the Academy then no refunds for any class are given and your attention is drawn to the notice period required,
- d. Fees payable under this head are only available at our Torquay centre's.

3. Block Booking System

- a) As from September 2020 all classes other than private tuition, examinations, festival work and students wishing to continue with Pay as You Go under the transitional rules must be booked via this system,
- b) Each block shall consist of 5 lessons ie a half terms lessons (assuming a ten week term or more should the term be longer than 10 weeks).
- c) Should a student be absent for any reason within each block then no refund or credit shall be given or applied unless there is a medical reason for such an absence upon which a note from your GP will be required. Should WSA cancel then a credit will be applied to the next block payment.
- d) Fees must be paid using a UK debit or credit card only. Cash and cheques are no longer acceptable.
- e) Should any fees for a block be outstanding at the end of block of lessons then an additional charge of 20% shall be due.

3. Receipts & Fee increases

- a. Fees are subject to change annually and will be notified via any new invoices issued at or near the beginning of term. We endeavour to keep fee increases as small as possible however, with increases to halls and other operating costs, increases are inevitable.
- b. Receipts will only be provided upon request.

4. New Students & Registrations Fees

- a. At present new students joining the Academy are not required to pay registrations fees. However, we reserve the right to do so in the near future,
- b. Should Registrations fees be introduced then it will be the policy that no refunds will be given under any circumstances should your child decide to leave the Academy.

5. Securing your Childs Place

- a. Your child's class attendance must be confirmed by the deadline stated on the invoice in order to secure their place for the following term,
- b. Failure to confirm may result in your child losing their place or the place being offered to another student.

6. Refunds and termination

- a. Half a term's (i.e. 5 weeks and assuming a 10 week term) written notice to the WSA is required for any student wishing to discontinue any class or leave the Academy. If the required notice is not received, then full payment of the student's fees for the following term will be due in full. This does not apply to Pay as you Go students although 5 weeks' notice will still be required so that your child's place may be offered to any other child wishing to join the Academy,
- b. Should any student wish to discontinue any class or leave the Academy at any time, refunds for any unused classes will not be given under any circumstances,
- c. Should a student subsequently decide not to participate in any festival or event or show for which they have been entered or agreed to participate then no refunds will be given under any circumstances in respect of entry fees or costumes and or incidental costs incurred. However, a percentage as decided by the Royal Academy of Dance can be returned for examination entry fee(s) provided a doctor's note can be produced.

7. External Vocational Classes

- a. Prior permission must be sought from any student wishing to participate in any external vocational classes, amateur or professional productions and festivals and competitions.

8. Private Lessons

- a. Parents who book private lessons, whether for festivals, competitions, exam coaching, Master Classes, Pre Associate Classes or otherwise, are required to pay in advance for classes when they are booked and at the currently advised rates per class or session,
- b. Refunds will not be given in the event of the student not attending pre-booked classes as noted at a. above under any circumstances,
- c. Private lessons will be booked in writing and agreed by student, parent(s) and by WSAD.

9. Examinations

- a. We will work towards RAD exams. ALL RAD examination fees must be paid in a timely manner and late payment will incur automatic late entry fees as stipulated by the Royal Academy of Dance. Students will only be entered when they have reached the required standard and at the sole discretion of the teacher. Students wishing to take Grades must attend a minimum two or more additional ballet technique classes prior to any examination. All fees for additional technique classes are payable on the day,
- b. We reserve the right to withdraw any student from an examination at any stage should we decide that the student is not of the required standard,
- c. Fees for ballet exams must be returned by the deadline as stated on the application form. Late fees will also incur a £5.00 charge (per entry) by us and assuming the RAD will accept late entries.

10. Uniform

- a. Students are required to attend class wearing the correct uniform as advised to each parent at the start of term as detailed on our website,
- b. Students without the correct uniform will not be allowed to attend class except at the sole discretion of the teacher,
- c. Students hair must be tied back at all times as classical ballet is a discipline.

11. Class Cancellation

- a. We will endeavour to advise all parents and students of any class which may be required to be cancelled because of illness or for other reason(s) by telephone or Email or other means of communication. Therefore, it is imperative that the Academy has ALL current contact details,
- b. Cancelled classes will be rearranged and advised to each student / parent as soon as practicable,
- c. Should it not be possible to rearrange a class then a refund will be due for that class or classes only. However only to the extent that the refund is set against any invoiced amounts for the next term (account customers) or by off-setting against the cost of the next available class or classes (pay as you go customers). Other than noted above, no other form of refund or concession will be available.

12. Health & Safety

- a) We take the safety of all Students at the Academy very seriously.
- b) Any student who participates in dance or other classes provided by The Academy shall do so at his/her own risk. He/she shall assume all risk involved, including but not limited to all loss or stolen property, cost, claim, injury, damage, or liability sustained while participating. The Academy will not be held liable for any misfortune that may occur. By signing and or by enrolling into our School, you are agreeing to the above and are certifying that you are in good health and have consulted a doctor before beginning any dance or other class and parents are fully responsible for certifying that their children are able to undertake any or all activities provided by the Academy and the Academy shall not be liable under any circumstances for any injury or other circumstance that may occur whilst participating in any classes so provided.
- c) With respect to COVID-19, WSA have taken all reasonable steps to ensure that the premises used are COVID-19 safe. Risk Assessments have been completed and independently inspected and certificates can be found in the COVID-19 section of the brochure.

13. General

- a. Please ensure that your child goes to the toilet before class and brings a bottle of water if desired into the studio,
- b. The consumption of food is not allowed on any site we use under any circumstances either by students or parents,
- c. Smoking is NOT allowed (including Vaping) on any site whatsoever,
- d. We do not accept any responsibility for any loss or damage to property left on or off the premises we currently use,
- e. We endeavour to ensure that your children are dancing in a safe and comfortable environment. We ask you to bring and collect your child promptly and provide us with written details of changes in drop off/pick up arrangements, special medical needs etc,
- f. Students will not be allowed to leave the dance areas until they are collected. Written permission is required should you wish your child to be allowed to leave unsupervised,
- g. All students must be registered for the classes they attend. Unregistered children will not be allowed to participate in the class,
- h. Please ensure that we receive any changes to student's contact details in writing. All details will be held in strict confidentiality and will not be passed on to outside parties except to the RAD for children undertaking dance examinations,
- i. Parents/guardians are welcome to watch their children during class time but not to interfere with the content and progression of the class under any circumstances. ALL mobile phones must be switched off during the class. Toddlers must NOT be allowed to roam freely whilst the class is in progress as this is contrary to current health & safety regulations. We the reserve the right to ask all parents with toddlers to leave the studio immediately should there be any disruption in the progression of the class,

- j. Students and or parents will be asked to leave without notice for any serious breach of the Academy's terms and conditions or for any other serious misconduct,**
- k. The Academy does not discriminate on background, race or religion, regularly monitors staff to maintain Academy teaching policies and adheres to Health and Safety procedures to ensure that each child dances in a class appropriate to their level of development,**
- l. From time to time it is necessary for the teachers to use physical contact when helping to improve students' posture or assist in movements. This includes physical contact between students i.e. holding hands, repositioning the body etc,**
- m. It is explicitly agreed that you give consent to the use of photographs and video recordings taken from time to time for use on our website and via our Facebook business page for the promotional and press purposes of the Academy. Should you not wish to allow the Academy to use pictures or other media of your child / children for the purposes of promoting and advertising the Academy then you need to formally write to the principle and or notify us of same by completing the General GDPR consent form,**
- n. We are not registered as a body that offers childcare; therefore it is essential that a parent or carer/guardian remain on the premises while a child under 8 years is in class,**
- o. Any changes to the currently advertised terms & conditions shall be advised to all parents as soon as practicable.**

14. Reportable Events (Medial Conditions & Special Needs)

Prior to any child attending class, any relevant medical conditions must be reported so that the Principle and any staff are aware of a child's medical needs. WSA may require a medical letter setting out any reportable conditions prior to joining any class so that proper measures can be put in place.

Children with Special Needs

WSA does not discriminate in any way whether it be colour, race, ethnic background or children with special needs. However, our policy on Special Needs is as follows:

- a. Any child with special needs MUST be advised to WSA before admitting to the academy,**
- b. Parents are wholly responsible for their child in terms of admission / attendance to the academy and to discuss with the Principle whether the Academy is a suitable environment for the child to attend,**
- c. The Academy does not have any member of staff that is qualified to teach children with special needs and as such, this must be discussed with the Principle prior to admission and to ensure that the child is suitable as children with special needs will be part of normal classes,**

- d. No child who is admitted to the Academy may disrupt classes in any way including those with special needs. The Academy teaches to the highest level under the auspices of the Royal Academy of Dance and for students to be admitted to the Royal Ballet School (or similar) and as such, classes cannot be disrupted,
- e. WSA will ensure that the child is taught professionally and within current guidelines regarding special needs but reserves the right to request the child does not attend after discussing with the parents should there be any continued disruptive behaviour and or other factors which affect the child's continued attendance.
- f. Should a child not be able to perform in any show or festival or examination because of their medical condition(s), we have sole right to withdraw the child from any event as attendance at such may be directly detrimental to the child, confidence and mental well-being. Also, any disruptive behaviour during these events will also be detrimental to the show, performance, festival and examinations etc.
- g. We also draw your attention to clause 12 above on general safety and risk.

**Signatures Required for additional children (over the age of 13)
– for GDPR Section**

Signed: (child 3) if over 13) Dated: / /

Signed: (child 4) if over 13) Dated: / /

– for Business Terms & Conditions Section

Signed: (child 3) if over 13) Dated: / /

Signed: (child 4) if over 13) Dated: / /