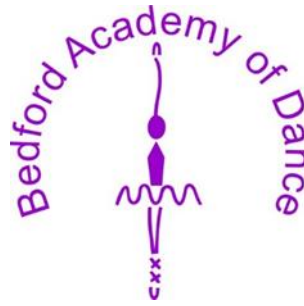


Document Ref:	BAoD – 002
Revision No.:	0
Last Review:	07/10/2022
Next Review:	31/10/2023



Terms & Conditions

1. Services

1.1 Bedford Academy of Dance (“BAoD”) supplies Dance services (“Dance Classes”) to a wide range of ages from 1½ to 18 years of age.

1.2 The following Terms and Conditions (“the Conditions”) are the terms on which the Bedford Academy of Dance (“the Company”) sells dance services and products which supersedes all other terms and conditions relating to those services and products.

1.3 Enrolment at Bedford Academy of Dance is confirmed by completing all sections of the enrolment form, accepting the terms and conditions and submitting to Bedford Academy of Dance along with full payment for the activities you have booked.

1.4 The Dance school is managed by the Principal Dancer, Hannah D’Arcy.

1.5 The Principal Dancer will be assisted by Qualified Dance Teaching Staff and may be assisted by higher Grade Students as required for part of their knowledge and skills development. At times, scheduled teachers may not be available and as such an alternative teacher of equal or greater qualification will replace the scheduled teacher.

2. Fees, Deposits and Refunds

2.1 A fee is charged for each student, for each class that they are enrolled in, per term.

2.2 Students are enrolled for termly classes and these fees can be paid by cash, cheque (payable to Mrs Hannah L D’Arcy) on the 1st day of term, or by Bank Transfer which must be paid prior to the 1st day of term to secure your space. A late payment fee of £10 will be levied for all late payments.

2.3 Student fees will only be pro-rata when a student starts part-way through a term. Fees will still need to be paid in full for that period to the end of that Term.

2.4 Refunds will not be given for non-attendance other than for the reason in accordance with Clause 4.3.

2.5 Refunds will not be given where a class has to be cancelled and rescheduled for the reasons in accordance with Clause 4.4.

2.6 Fees are currently exempt from VAT.

2.7 Any products i.e. Uniform, merchandise or other services provided on the day that are not included in the normal dance class fee’s, must be paid for at the completion of the dance class or as agreed by the Dance Teacher.



Document Ref:	BAoD – 002
Revision No.:	0
Last Review:	07/10/2022
Next Review:	31/10/2023

3. Force Majeure

3.1 Force Majeure Event. The Bedford Academy of Dance are unable to provide refunds for any cancelled or missed classes due to a Force Majeure Event. A Force Majeure refers to any event beyond our reasonable control including and without limitation, acts of God, interruption of power or other utility, acts of civil or military authority, national emergencies, explosion, flood, accident, earthquake or other catastrophe, fire, notifiable disease/pandemic, war or riot.

3.2 The Bedford Academy of Dance shall not be liable to customers should they fail to perform their obligations of this contract as a result of a Force Majeure Event. The BAoD will provide written notice to all customers and all closures will be effective immediately.

3.3 In line with clause 4.4, where classes can be rescheduled, they will be, but may be on a different day and time from when the class was originally scheduled and may involve an extension to the term time dates.

4. Payment / Late Payment

4.1 Payment is made prior to starting classes.

4.2 Please return your completed Registration Form with full payment at the first lesson of the term in order to secure your child's place. If you have paid by bank transfer, then just bring the Registration Form. If fees are not paid in full by this date, your child's place will be offered to someone else. Please do not email your form but print off and bring with you.

4.3 If a student is absent from class for four or more consecutive weeks (or a complete block), a refund of 90% of the fees paid for unattended classes will be given on the evidence of a medical certificate. This must be provided within one month of the absence otherwise no refund will be given.

4.4 If a class is cancelled due to the sickness of the teacher, a health pandemic or any other unforeseen event in line with Clause 3, we will try to reschedule the class. This may be on a different day and time from when the class was originally scheduled and may involve an extension to the term time dates.

4.4a No refunds will be given in the above case.

4.4b If the class cannot be reasonably rescheduled, then a refund will be given.

4.5 The payer will receive notice if payment has not been received in accordance with these terms and conditions.

4.6 Bedford Academy of Dance reserves the right to charge interest for any unpaid fees.

5. Classes, Changes, Withdrawal and Termination of Attendance

5.1 If an invoice has not been paid upon enrolment in accordance with Clause 2, the student will not be admitted to any classes until fees have been paid in full.

5.2 The BAoD reserves the right at any time during the term to ask participants to leave a class if any fees remain outstanding after the start of term.

5.3 Change of class requests are to be made using the registration form via the BAoD website <https://www.bedfordacademyofdance.org/registration>. Requests will be reviewed by the Principal



Document Ref:	BAoD – 002
Revision No.:	0
Last Review:	07/10/2022
Next Review:	31/10/2023

Dancer and you will be contacted with the outcome of the decision. Students must not change to another class without written confirmation from the Principal Dancer, Hannah D'Arcy.

5.4 There are no make-up/catch up lessons provided for missed classes by students.

5.5 No classes will be held on Public Holidays.

6. Duty of Care, Safety & Welfare

6.1 A register for each class is maintained by the teacher and for the purposes of safety and security.

6.2 If there is a medical incident, then an authorised BAoD First aider will give any immediate and/or necessary first aid treatment. This includes any emergency medical treatment recommended by competent medical authorities including emergency medical staff.

6.2a Students/parents/guardians can request to opt out of treatment, provided they make this clear on the application or provide a written note to the Principal Dancer, Hannah D'Arcy.

6.3 Upon application, students, parents or guardians are asked to opt in or opt out of photographic/video consent. Students will be notified in writing when photographic/video sessions will take place.

6.3a The BAoD may also take photos for advertising purposes to be used on social media, websites and print. We will only ever use photos of your child provided we have your prior consent.

6.3b You may withdraw consent at any time by written notice to the Principal Dancer.

6.3c We also reserve the right to request no photos or videos be taken by parents or guardians in class. You will be informed when you can take photos/video footage in advance.

6.4 The BAoD aims to take reasonable care to ensure their acts or omissions do not cause reasonable, foreseeable injury to students.

6.5 The BAoD cannot accept responsibility for student's safety outside the premises once the class has finished. Students will, where reasonably practicable, be released into parent's care.

6.6 BAoD and its service providers attempt to minimise any risk of personal injury within practical boundaries, however accidents may and do happen and all physical activities carry the risk of personal injury.

6.6a All students and parents or guardians acknowledge by agreeing to these Terms and Conditions, that while every care and safety measure will be taken, there is an inherent risk of personal injury in physical activities and you accept that risk.

6.7 The BAoD cannot accept responsibility for the damage or loss of goods left on the premises prior to, during or after dance classes. While we will endeavour to do everything in our capability to prevent any loss, the student and their parent/guardian are solely responsible for their personal belongings and property whilst left on the premises.

7. Code of Conduct

7.1 Physical contact may be necessary by members of the teaching faculty due to the nature of dance and for your child's growth, development and safety. This will always be carried out in an appropriate manner and with your child's best interests in mind. If you have any concerns regarding this matter, please contact the Principal Dancer.



Document Ref:	BAoD – 002
Revision No.:	0
Last Review:	07/10/2022
Next Review:	31/10/2023

7.2 Verbal or Physical abuse to any member of the Teaching Staff will not be tolerated. If any student, parent or guardian is found to be abusing a member of the teaching staff, this will result in immediate removal of the student or the parent/guardian's student from all further classes.

7.3 No refund will be made, in line with clause 7.2 and 7.4, if any instance of removal from class is due to abuse.

7.4 Failure to observe Codes of Conduct may result in participants being asked to leave. The BAoD reserves the right to refuse any student, parent or guardian prior to or after enrolment. No refund will be given if the Code of Conduct has been invoked.

7.5 Students, Parents and/or Guardians will be financially responsible for any damage sustained to the venues and their fittings by the student or their parent/guardian that are hired by BAoD. Where required, the management of the venue will charge the hirer for any repairs, labour or replacement as deemed necessary and in turn these will be levied against the person committing the impropriety act.

8. Programme Content

8.1 The BAoD reserves the right to alter the advertised programme, as required, if it is the result of any changes made by the dance class locations management.

8.1a BAoD will only make changes if it is absolutely necessary and will inform all students, parents or guardians as soon as possible.

8.2 Programme information in this and any other printed or electronic brochure/notice is correct at the time of publication and will be amended as is required and appropriate.

9. Data Protection

9.1 The Bedford Academy of Dance is committed to protecting and respecting your privacy. We only use personal information if we have an appropriate reason (lawful basis) to do so and this includes sharing information outside the Bedford Academy of Dance with relevant, approved parties.

9.2 We will review how long we keep personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations. We hold your personal information on our systems for only as long as is necessary for the relevant class/activity, or as long as is set out in any relevant contract or agreement you hold with us.

9.3 Please be reassured that we will not release your information to other organisations unless in exceptional cases when we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime. In all other instances we would only share your information with another party if you have given your explicit permission to do so.

9.4 The Bedford Academy of Dance Privacy Notice can be downloaded from the website at: <https://www.bedfordacademyofdance.org/>.

10. General Data Protection Regulations (GDPR)

10.1 The BAoD has a separate GDPR policy and this document can be found at <https://www.bedfordacademyofdance.org/>.

11. Copyright and Trademarks

11.1 The Bedford Academy of Dance is a registered trademark (© 2020 Bedford Academy of Dance). The use or misuse of this trademarks or any other content of this or any other BAoD publication, without prior permission from the BAoD is strictly prohibited.



Document Ref:	BAoD – 002
Revision No.:	0
Last Review:	07/10/2022
Next Review:	31/10/2023

12. Changes to the Terms and Conditions

12.1 The BAoD reserves the right to change these terms and conditions at any time for the benefit of the business, teaching staff or students.

12.2 Any changes to the BAoD Terms and Conditions will be provided to all students, parents or guardians in writing and will require confirmation and acceptance prior to starting a new term.

13. Agreement and Breaches to the Terms and Conditions

13.1 Students, Parents or Guardians are required to acknowledge their acceptance of the terms and conditions by checking the relevant box when completing the application.

13.2 The Terms and Conditions must be accepted in order to enrol in classes at BAoD. Applications will not be approved until the acceptance box has been checked.

13.3 Students or Parents/Guardians' students will be asked to leave without notice for any serious breach of the Dance school's terms and conditions or for any other serious misconduct.

14. Covid 19

14.1 If the BAoD is forced to change or stop lessons due to closure of venues in line with Government Guidance on Covid 19, lessons, fees and invoices will be amended accordingly in line with Clause 3. Students, parents and guardians will be notified of revised dates for the classes as soon as is reasonably practicable.

Signature:

A handwritten signature in black ink, appearing to read 'Hannah D'Arcy', is written over a yellow rectangular highlight.

Name:

Hannah D'Arcy

Role:

Principal

Date:

07/10/2022