



## **The Village School of Dance,** **Tunbridge Wells: Terms and** **Conditions**

(updated May 2022)

Please read these terms and conditions carefully. Upon enrolling into classes at The Village School of Dance (hereafter, "TVSD") a binding contract is formed and your (or your child's) attendance at our classes will be strictly subject to full adherence to these terms and conditions.

Please note that if any parent or student is in material or persistent breach of any of these terms and conditions, TVSD reserves the right immediately to terminate the contract with you and/or exclude your child from attending further classes at TVSD on a temporary or permanent basis, without further liability to you.

### **Class Booking, Other Fees and Payment**

1. Classes must be booked and paid for by you on a termly basis in advance. Please note that classes may not be booked on a half-termly basis or any other basis.

2. As prices are fixed, fees remain payable in cases of absence from class. There are no reductions or refunds for missed classes under any circumstances (including injury, sickness or holidays). However, where possible we will try to offer a "make up class" for your child to attend a different class available on our timetable that is suitable for their age and level.

3. Please note that all "Class Fees" and "Additional Fees" (as defined below) are subject to change at any time on a term by term basis. Up to date fee tariffs will be published on the TVSD website at

[www.thevillageschoolofdance.com/fees](http://www.thevillageschoolofdance.com/fees) .

4. "Class Fees" for academic years 2022-2023 are as follows:

45 minute class – £7.50 per class

60 minute class – £8.00 per class

75 minute class – £8.50 per class

90 minute class – £9.00 per class

5. In addition to class fees, the following other fees ("Additional Fees") shall also be payable by you to the extent applicable:

a. Examination entry fee – variable

b. Examination practices – pro rata relative to the number of classes over the term

c. Private lessons / private assessments – £23 per half hour class

d. Festival / Competition entries - variable

6. Discounts are not generally available except in accordance with the following:

a. Students attending more than 4 hours per week, may receive 10% discount when paid in full by the deadline stated on the invoice.

b. No discount can be given to students attending classes with fewer than 5 students, and fees for classes with fewer than 3 students will be calculated accordingly to cover staffing costs.

c. No discount can be applied to private lessons or examination practise classes.

7. TVSD will invoice you as follows:

a. Class Fees for each term will be invoiced prior to the end of the preceding term

b. Additional Fees will be invoiced as and when they are applicable, and in all cases payment must be received on or before the due date stated within the relevant invoice. If you do not receive your invoice before the start of the term, you should contact the us by email urgently so that it can be resent and so that you can meet the payment deadline which is the stated on the invoice. It is the full responsibility of the parent / student to ensure they have received and paid their invoice before the start of each term for classes the subsequent term and if payment is

not made by the deadline, late payment fees will apply as clause 10.

8. Your invoice is your notification of the classes to which you / your child have been allocated for the following term. Parents should familiarise themselves with the school timetable (available on website, [www.thevillageschoolofdance.com](http://www.thevillageschoolofdance.com)) and inform us in accordance with clauses 11-14 of any issues with class scheduling at the current or at the next level.

9. Payment conditions and charges are as follows:

- a. Our preferred payment method is via GoCardless which is linked on your invoice, through our secure online payment system. Payment can also be made via debit card, cash or BACS.
- b. Cash payments must be in a sealed envelope with student's name written on the front for the exact amount invoiced.
- c. BACS payments must state the relevant student's full name as reference and any failure to do so may result in the invoice being treated as unpaid as we may be unable to ascertain which student the payment has been made in respect of.
- d. We do not provide receipts for any payments.

10. Late payment:

- a. If payment of invoice is received after the due date, but before the start of the term to which the invoice relates, then a late payment fee of £5 will be charged.
- b. If payment of invoices is received after the start date of the term to which the invoice relates, then a second late payment fee of £10 (in addition to the first £5 late payment fee) will be charged.
- c. Late payment fees must be received on or before the due date given.

#### **Cancellation and Amendment**

11. If you intend to withdraw yourself or your child from TVSD or change any class(es) that

you or your child undertakes, a minimum of half a term's notice (with the notice being received in writing (letter or email to the principal is acceptable) on or before the last day of the first half of the term) and the withdrawal or change will take effect from the beginning of the next term.

12. Withdrawal from or changes to classes you are / your child is signed up for may only take effect at the start of each term. Please note that where a parent / student gives notice of their intention to withdraw from or change classes at any time after the last day of the first half of the term in any given term, that notice will only take effect from the start of the second term following that notice and you will be invoiced and liable to pay for the relevant classes for the first half term of the term following the notice.

13. For the avoidance of doubt: there is no right to withdraw midway through a term – if you give notice of your intention to withdraw during the half term break, during the second half of any term or at the end of term or during the holidays, this notice will not take effect until one full term later.

#### **Students**

14. Students must follow all instructions and rules including those in relation to punctuality, presentation and behaviour, and a failure to do so will be a breach of these terms and conditions.

15. Disruptive, disrespectful or antisocial behaviour on or around the TVSD premises will not be tolerated (whether before, during or after classes) and TVSD reserves the right to exclude that student on a temporary or permanent basis in its sole discretion.

16. After an initial period of half a term in any new class, all students must be wearing the appropriate uniform (refer to TVSD "Uniform List" which can be found on our website: [www.thevillageschoolofdance.com/uniform](http://www.thevillageschoolofdance.com/uniform) ).

17. Long hair should be neatly tied back for all classes and groomed in a classical ballet bun for Grade 1 ballet and above.

18. Students may bring water to classes as it is important to stay hydrated. However, no food or drink of any other kind is permitted inside the studio (unless specifically requested by a member of staff). There is also no smoking, chewing gum or alcohol permitted at all on the School Premises.

19. You understand and agree that teachers at TVSD may use tactile feedback and instruction with students to support verbal feedback and instruction where appropriate.

20. A basic first aid kit is kept on the premises and staff member at TVSD may administer basic first aid on students if necessary whilst a student is on the School Premises. However, to the fullest extent permitted by law (and subject to clause 49), teachers and TVSD shall not be responsible for any injuries or accidents taking place on the School Premises that are outside our reasonable control.

21. If a student needs to take any of their own medication (whether self-administered or otherwise) whilst on the School Premises, teachers or an appropriate representative of TVSD must be informed. In any event, TVSD accepts no responsibility for administering such medication (and/or the effects of the same) and the students' parent/guardian takes full responsibility.

22. Students at TVSD may not attend another dance school unless prior written permission has been granted by the Principal. Likewise, we do not train students who already attend another dance school unless we have discussed this with their Principal.

23. TVSD reserves the right to permit the recording and photographing of students by staff (or by third party photographers or filming companies on behalf of TVSD) and

audience members during an open class or show or other event.

24. TVSD reserves the right where appropriate to record or photograph students for educational and/or marketing purposes which may include usage on social media. If you do not wish this to take place, please ensure you do not accept our photo consent form.

25. Further, where any photographs or footage has been taken, TVSD also reserves the right to sell DVDs and photographs of students performing at events to other members of TVSD.

### **Examinations**

26. The opportunity for a student to enter a dance examination is at the sole discretion of the teacher and correspondence will not be entered into. It is usually necessary for a student to attend extra lessons in preparation for their examination in order to reach the required standard and to practice within their examination group.

27. If an examination is not taken for any reason when offered by the teacher, it is at the sole discretion of the teacher whether the student remains at the same level and waits to take the examination in the next available examination session, or progresses to the next level without taking the examination.

### **Parents and guardians (all references to "parent(s)" include guardians) / Adult students**

28. It is the parents' responsibility to ensure and be satisfied that their child is fit and healthy to attend classes at TVSD.

29. Parents may watch the first class their child attends. Thereafter attendance of classes by anyone other than students is by invitation or prior appointment only. This excludes Tiny Turners Ballet classes where one carer per child is required to participate in every class. Please contact the Principal at

the details at clause 52 below to make requests.

30. Parents should ensure that children are punctual for classes and are collected promptly at the end of classes by a parent. You must notify the teacher at the start of the class if someone else will be collecting your child.

31. Children are not allowed to leave the school premises where their class has taken place unless accompanied by an adult or if an "Arrangements For After The Dance Lesson" form (available upon request) has been signed and provided to TVSD by their parent. Forms are processed throughout the year.

32. There is strictly no smoking, chewing gum or alcohol permitted at all on the School Premises.

33. Lost property will be stored in the Principal's "Lost Property Box" that will be displayed every week. From time to time it will be emptied, and some items may be sold in our 2<sup>nd</sup> hand uniform sale in aid of charity.

34. Parents are responsible for all minors on the School Premises that are not students in the hall taking a class. Children should never be unaccompanied on the School Premises.

35. The rear car park of the school premises is free of charge and is available for all our students and their parents.

36. TVSD will not tolerate threatening or aggressive behaviour for any reason, including where staff are acting to enforce these terms and conditions. TVSD reserves the right at its absolute discretion to immediately terminate the contract between you and TVSD if in TVSD's opinion a parent or guardian of a student acts in a threatening, aggressive or otherwise inappropriate manner towards any member of TVSD staff, any student or other parent or third party. In the event of any such

termination, TVSD shall have no further liability whatsoever to you.

37. These terms and conditions are enforced pursuant to applicable laws and the licence terms on which TVSD is able to run classes at the School Premises as well as for the amenity of other users of the School Premises. If any parent fails to follow these terms and conditions or attempts to prevent any TVSD staff member from seeking or attempting to enforce these terms and conditions, TVSD reserves the right immediately to terminate the contract with you and/or exclude your child from attending further classes at TVSD on a temporary or permanent basis, without further liability to you.

#### **Liability**

38. Subject to clause 40, TVSD accepts no liability for any injuries sustained whilst participating in a dance class or on the School Premises.

39. Subject to clause 40, TVSD accepts no responsibility for loss or damage of personal belongings or property whilst on the School Premises.

40. Nothing in these terms and conditions shall in any way limit TVSD's liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence, or any other liability which cannot be excluded at law.

#### **TVSD Communications and Other Information**

41. TVSD makes every effort to ensure effective communication with its customers and we would ask that for your part you take give due attention to our communications, which inevitably often contain a lot of detail, in order to ensure the effective running of our classes. If you require any clarification or further information, please contact the administrator. While our teaching staff seek to keep parents well informed on the progress

of students please understand that it is usually very difficult for them to engage in discussion during class changeovers. If you wish to discuss any matter with us please contact the administrator.

42. To ensure that work at the school is ethical, standards are well maintained, and good practice is adhered to concerning working with children we comply with ISTD "Code of Professional Conduct" (copies available on request).

43. If, despite our best intentions and efforts, you feel unhappy with any aspect of our service and facilities, please email or write to us with your comments, suggestions or complaints. A response will be given within 28 days, using the contact details provided in your initial TVSD. However, TVSD will not enter into any discussion concerning enforcement of these Terms and Conditions.

44. TVSD has Public Liability Insurance and PPL and PRS Music Licences (for further details please contact the Administrator).

45. Additional rules and guidelines or updates to these terms and conditions may be published from time to time on the school's website. Your (or your child's) continuing attendance at TVSD classes will amount to acceptance of such updated terms and conditions.

#### **TVSD Privacy Policy**

46. TVSD will use your information to keep in touch with you by newsletter and other group / individual communications. We will also store any other relevant information (including medical) which is disclosed to us by you, or transpires during the time that you are / your child is enrolled in the school. We will not disclose your information to any 3rd party or send unsolicited marketing material.