



## **SHENE STAGE SCHOOL TERMS & CONDITIONS**

By enrolling your child in an Activity organised by Shene Stage School, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Ms Sophie Hallett of Shene Stage School ("Agreement").

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled Pupil ("Pupil") by a Parent and Ms Sophie Hallett of Shene Stage School and is valid at all times whilst the Pupil is enrolled on any Shene Stage School activity and until such time as written notice is given in accordance with these Terms & Conditions.

### **1. DEFINITIONS**

- 1.1 "Confirmation Email" refers to any email from the Principal purporting to confirm, but not limited to, acceptance of a Pupil, enquiry, payment or variation on behalf of Shene Stage School.
- 1.2. "Principal" refers to Ms Sophie Hallett
- 1.3. "Term" refers to one normal academic term of Shene Stage School during which Activities are run.

### **2. INTRODUCTION**

- 2.1. These Terms & Conditions apply to all Shene Stage School tuition and or services offered by Shene Stage School in the future for any Pupil; the "Activities".
- 2.2. For participation of a Pupil in a Shene Stage School activity all Parents are required to consent to these Terms & Conditions. We may update these Terms & Conditions from time to time.
- 2.3. If you are an existing Parent of Shene Stage School please read these amended Terms & Conditions carefully. Unless you contact the Principal 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 forward. Your continued enrolment of a Pupil in Shene Stage School Activities shall be deemed as acceptance of these Terms & Conditions and willingness to be bound by the same.
- 2.4. Any changes to these Terms & Conditions require the written consent or approval of Shene Stage School.

### **3. BOOKING & ENROLMENT**

- 3.1. Availability enquiries should be made to the Principal online, via the Website, by email to the email address advertised on the Website or by the telephone number advertised on the website.
- 3.2. Places are available on a 'first come first served' basis.



#### **4. GENERAL**

4.1. If Shene Stage School is unable to accept the Pupil due to capacity reasons, the Pupil may, at the Parent's discretion, be placed on a reserve list.

#### **5. PAYMENT**

5.1. Payment must be paid by or on the first day of term. Failure to pay on time may forfeit the Pupils place.

5.2 Payment can be made through the following payment options by Bank transfer, Cash or Cheque

5.3 Shene Stage School requires half a terms notice should a pupil no longer wish or be able to attend. Half a terms fees are required if no notice is given.

#### **6. PERSONAL DATA**

6.1. The personal data (as it is defined in the Data Protection Act 1998) of a Pupil and/or Parent submitted using the application form will be processed by Shene Stage School for the purposes of administration only.

6.2. Shene Stage School 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.

6.3. Shene Stage School will not disclose personal data to third parties for marketing purposes although Shene Stage School may use personal data for its own marketing and business development purposes, including for the purposes of advertising and promoting products and/or services by Shene Stage School.

6.4. Shene Stage School will, from time to time, take photographs and film footage of Pupils during lessons and rehearsals or performances for use in Shene Stage School marketing and publicity material. Shene Stage School will not make such photographs or film footage available of any Pupil who objects or whose parent objects. Objections should be made in writing and sent to the Principal.

6.5. Shene Stage School owns all the rights, title and interest in and to its website, 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.

#### **7. HEALTH & INJURIES**

7.1. Pupils participate at their own risk and are obliged to inform Shene Stage School and its staff of any existing injuries or medical conditions.

7.2. All Shene Stage School Application Forms must have any known medical conditions stated on them and any changes to such information must be notified to Shene Stage School immediately in writing.

7.3. If you are unsure whether a Pupil should participate in a Shene Stage School activity please consult the Pupil's GP before enrolling the Pupil on a Shene Stage School activity.



7.4. Any medication left with Shene Stage School must be clearly labelled and the Pupil should, unless Shene Stage School has agreed in writing otherwise, be able to administer it themselves.

7.5. Pupils must wear suitable footwear and clothing at all times.

7.6. If a Pupil is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details included on an Application Form. This number must always be contactable whilst the Pupil is attending a Shene Stage School activity.

7.7. Parents are solely responsible for ensuring that the emergency contact details on Shene Stage Schools records are up to date.

## **8. PERSONAL PROPERTY**

8.1. Pupils are obliged to take care of their own belongings. Shene Stage School can accept no liability for lost or damaged belongings.

8.2. You acknowledge that the maximum aggregate liability of Shene Stage School to a Pupil or Parent under these Terms & Conditions shall not exceed the Shene Stage School activity fee to which a claim relates.

8.3. The liability of Shene Stage School and that of its staff is restricted to activity time only and then only to gross negligence.

## **9. GENERAL**

9.1. Shene Stage School may, at its own discretion, refuse a Pupil entry to a Shene Stage School activity or session if it is felt that the Pupil's behaviour is unacceptable.

9.2. Shene Stage School reserves the right to make changes to the timetable in the event of illness or other circumstances beyond our control.

9.3. Where a session of a Shene Stage School activity has to be cancelled by Shene Stage School, 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. Parents must ensure that they provide their Principal with up-to-date contact details. We regret that we are unable to offer refunds under these circumstances.

9.4. In the event that a Pupil is unable to attend a Shene Stage School activity session, due to sickness, holiday or a decision by the Parent or Pupil not to attend, Shene Stage School regrets that it is unable to refund any payment or offer Activity sessions in lieu.

9.5. All Pupils must be collected on time after a session. Shene Stage School is unable to supervise Pupils after a session and consistent late collection will result in additional charges based on the session attended.

9.6. Shene Stage School fees are reviewed regularly and may be increased with fair notice given.

9.7. These Terms & Conditions 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.



9.8 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 which will remain in force.

9.9. 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.

9.10 In the event of a pandemic of any kind, no refunds will be issued for the remainder of the term and all classes will be transferred to the online platform Zoom for the remainder of the term. We will follow Government guidelines at all times and may have to move to Zoom in the event of a local or national lockdown. Class times may vary but we will do our best to keep them to the original schedules.