



Lisa Allen Dance & Arts

Terms & Conditions

By registering your child at Lisa Allen Dance & Arts, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Lisa Allen Dance & Arts ("Agreement").

The Agreement is made between the parent/guardian ("Parent/Guardian", "you" or "your") of each enrolled child ("Child", "Student") by a parent/guardian and Lisa Allen ("Lisa Allen Dance & Arts", "we", "our", "us") (trading as Lisa Allen Dance & Arts) and is in place at all times and until such time as written notice is given in accordance with these Terms & Conditions.

Lisa Allen Dance & Arts provides dance and theatre classes in Leatherhead Surrey and owns/operates the website www.ladancearts.co.uk (the "Website")

1. Introduction

For participation of a child/student, all parents/guardians are required to consent to these Terms & Conditions by ticking the acceptance box when submitting an electronic registration form online via Classforkids. We may update these Terms & Conditions from time to time.

"Principal" refers to the principal of the school, Lisa Allen.

"Term" refers to one normal academic term, during which classes are run.

2. Fees

Payment is made via a monthly subscription taken through our booking system, Classforkids. The monthly fee is payable in full; on the first of each month. If a payment does not go through, then there will be two further attempts on the fourth and ninth of the month. Places in classes can only be guaranteed once full payment has been received.

Invoices not paid following the third payment attempt; will incur a late payment charge of £15.00.

An annual membership fee is charged upon signing up for termly classes, this is non-refundable and will not be prorated if a child leaves part way through the year.

Where a holiday workshop or summer school deposit is required, the deposit is non-refundable and cannot be transferred to another date.

Holiday workshop and summer school balance of fees are non-refundable following the due date and cannot be transferred if you are unable to attend.

If a student withdraws from an examination after they have given signed consent and paid the fees, this will not be refunded due to being issued to the examination board. The ISTD have their own refund policy, which is available upon request.

A 'Show Contribution Fee' is applied for students who are participating in performances, this fee will be added to your Invoice via Classforkids once you have selected to sign up. If a parent commits to the show and then withdraws, the Show Contribution Fee will not be refunded.



3. General

Children are the responsibility of parents/guardians until they are signed in with a member of the team and once signed out from class. This includes, if you return into the building following the class ending. For children 12 years and over, parents/guardians can choose to allow their child to sign themselves in and this will need to be confirmed in writing ahead of the start of term.

For absence, parents should notify the school ahead of lessons, via email.

All Students must be collected on time after a session, unless previously arranged with the principal. The team are unable to supervise children after a session and consistent late collection will result in additional charges. The charge will be based on the length of time the child remains on site whilst other classes are ongoing. Should a team member have to wait behind once all classes are complete, then the cost will be based on covering their hourly teaching rate.

At The Leatherhead Institute, there is no parking on site. The car park is for drop off and collection purposes only.

4. Notice Period

If a student wishes to drop a class or leave the school, we require a four week paid notice. The notice must be submitted in writing via email to lisa@ladancearts.co.uk.

Notice should be provided before the 1st of the month to ensure that the four week notice period aligns with the monthly payment fee.

If proper notice is not given, the following monthly payment will still be taken, and four weeks' fees will be charged.

From the date of first registration to our termly classes, you have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the Student's place at Lisa Allen Dance & Arts. After the Cancellation Period expires, the terms fees are non-refundable and will be retained by Lisa Allen Dance & Arts if your child does not attend classes.

5. Term Dates

Three terms of classes are provided every year and term lengths may vary.

The names and approximate dates of each term are as follows:

Autumn Term: September to December

Spring Term: January to March

Summer Term: April to July

The exact start and finish dates for each term will be published on our Website and via Classforkids. Please ensure you check these prior to the start of term.

Where applicable, specified age or level ranges on Classforkids are a guide. The Principal may recommend an alternate class for any child based on experience and ability from term to term.



6. Changes to Fees

We reserve the right to change the price of classes to reflect any change in charges to us for use of the venue at which classes are held. Details of any such changes are published in advance, and we will endeavour to give as much notice as possible. We will notify you in writing in advance of them taking effect.

7. Photography

In registering for classes, parents/guardians understand and give consent to Lisa Allen Dance & Arts that they may use photographs or video recording of their child on the Lisa Allen Dance & Arts Website and other platforms of social media.

Should you not consent for images and footage to be taken of your child, please make us aware when you register for classes via the Classforkids registration.

If a parent/guardian does decide to opt out of filming and photography we will ensure that your child is never in any photographs during our classes. We will also control any filming of work and where necessary, edit your child out of the video.

In a show or performance setting, there may be some costs incurred. Lisa Allen Dance & Arts may engage the services of a filming or photography company to record and/or photograph shows and performances. In this instance these companies may charge the school a fee to remove the student from the film or photographs provided.

Lisa Allen Dance & Arts will not be liable to pay such charges, the parent or guardian of the student will be made aware of the cost incurred and invoiced accordingly before participation in the show or performance is agreed upon.

8. Medical Issues

Whilst our staff hold basic first aid training, we are not medical professionals, if you have any doubt that your child is not fit or well enough to take part in our services, please consult your GP. Those attending with an injury, participate at their own risk if parents/guardians would like their child to join in with physical activity.

Any medical conditions or allergies must be stated on the Registration Form and if your child is attending class feeling unwell this must be made apparent to the team at the start of the class. Any updates on conditions are the parents responsibility to put in writing to the Principal.

If we feel that your child is not fit and well enough to take part in the class, or could be contagious to other children/team members, then the emergency contact will be called to immediately collect your child. The principal has the right to refuse a child's participation due to injury.

Parents/guardians are solely responsible for ensuring that the emergency contact details on Lisa Allen Dance & Arts records are up to date.



9. Rescheduled/Cancelled Classes

From time to time we may need to reschedule classes or cancel classes if numbers in the class drop. Whilst we endeavour to minimise the inconvenience of rescheduling classes, we reserve the right to make changes to schedules as they become necessary due to circumstances beyond our control. Lisa Allen Dance & Arts shall not be liable for any losses caused as a result of the need to reschedule classes.

We reserve the right to change the teacher of any class in our timetable without notice.

Class schedule details are published at the start of each term on our newsletter and you will be charged for the number of classes given in any term.

10. Refunds

Refunds will not be given in the event of the student being unable to attend once they have committed to termly classes.

Extreme weather: we do not credit or provide refunds for classes that are missed due to extreme weather (e.g. classes missed due to school closures and/or transport difficulties caused by snowfall or similar conditions)

Force majeure: We do not credit or provide refunds for classes missed due to force majeure, including, but not limited to war or hostilities, riot or civil commotion; epidemic, earthquake, flood or any other natural disaster which may cause our classes to be cancelled.

If a tutor fails to attend a class due to their ill health, transport difficulties or any other reason beyond our reasonable control and we are unable to provide cover, we will then endeavour to add extra classes back into the current term's schedule where possible, to make up for the missed class. If we are unable to make up the class a credit for the fees for that lesson will be applied to your account. Credits held on account will be subtracted from the balance owing for the following month.

Any refunds are at the sole discretion of Lisa Allen Dance & Arts.

11. Refusal of Tuition

We reserve the right to refuse to provide tuition to any student, at our reasonable discretion. Reasons for us choosing to exercise this right may include, but are not limited to:

- i. Late, or non-payment of fees.
- ii. Student behaviour (or other incident) that has a detrimental effect on other students, the class or on the reputation of Lisa Allen Dance & Arts.
- iii. Any form of abusive or threatening language or comments made about a member of our staff.

Our exercising this right does not entitle the student/parent to any refund of class fees and the exercising of this right is at our sole discretion.



12. Lisa Allen Dance & Arts Obligations

Lisa Allen Dance & Arts does not discriminate on background, race or religion. We regularly monitor staff to ensure school and teaching policies are upheld. We adhere to Health and Safety procedures to ensure that each child participates in a class appropriate to their level of development.

Please note that from time to time, it is necessary for the teachers to use appropriate physical contact when helping to improve various elements of their pupils' learning; this could be posture, positioning or assisting in movements.

13. Liability

No advice or information provided by us shall create any warranty or legal obligation and we make no warranty that our services shall meet your requirements or be fit for purpose.

To the maximum extent permitted by law, Lisa Allen Dance & Arts shall not be liable for any indirect, incidental or special loss, data, goodwill, whether such damage could have been foreseen or whether we were advised of the possibility of such damage or loss. We will not be liable for such losses or damage in connection with our services whether arising in contract, tort or otherwise.

In the event that you or your child suffers damage as a result of our failure to fulfil our obligations to you under these terms and conditions or as a result of our negligent act or omission, our liability to compensate you is limited to the lesser of:

- i. an amount equivalent to the Fees paid from you to us in the 12 months preceding the act or omission; or
- ii. a reasonable sum having regard to whether the damage was caused by our negligent act or omission.

We will not be liable to you for:

- i. Any loss or damage caused by your or your child's own fault
- ii. Any loss or damage caused by a third party unconnected with us
- iii. Any loss or damage caused by events outside our reasonable control (i.e. acts of terrorism, riots, floods, freak weather, snow, fire etc.)
- iv. Any loss of property or personal items brought to our classes

Nothing in this section shall exclude our liability for death or personal injury caused by our negligence or any other liability not excludable by law

14. Miscellaneous

We may vary these terms from time to time and shall ask you to agree to such revisions upon notice or your next booking.

No rights shall be conferred on any third parties (other than Partners) and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

English law shall govern these terms and conditions and any disputes shall be referred to the courts of England and Wales.