

## South London Dance School: Terms and Conditions

(updated 2<sup>nd</sup> September 2021 PAGE 4 ONLY)

Please read these terms and conditions carefully. Upon enrolling into classes at South London Dance School (hereafter, "SLDS") 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, SLDS reserves the right immediately to terminate the contract with you and/or exclude your child from attending further classes at SLDS 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). A refund will not be provided if classes have to be cancelled due to force majeure such as fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat or incident.
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 SLDS website at <http://southlondondanceschool.co.uk>.
4. "Class Fees" for academic years 2021-2023 are as follows:
  - 30 minute class – £73 per 12 week term
  - 45 minute class – £89 per 12 week term
  - 60 minute class – £112 per 12 week term
  - 75 minute class – £136 per 12 week term
  - Melody Movement – £104 per 12 week term
  - Nursery Dance – £108 per 12 week term
  - Preparatory dance and tap – £133 per 12 week term
  - Pre-Primary ballet & Primary ballet (I) (45 mins) – £111 per 12 week term
  - Pre-Primary ballet (30 mins) – £77 per 12 week term
  - Adult 45 minute class – £107 per 12 week term
  - Adult 60 minute class – £140 per 12 week term
  - Adult 75 minute class – £172 per 12 week term
  - Levels 1 - 5 commercial / street – £69 per 12 week term
  - National 30 minute class – £58 per 12 week term
  - National 45 minute class – £72 per 12 week term
  - Acting (I) class – £62 per 6 week term
  - Acting (II) class – £77 per 6 week term
  - Acting (III) class – £92 per 6 week term
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 – TBC per half hour class (subject to "Private Lesson Terms and Conditions" - you should request copy at time of booking)
  - d. Assessment within in a normal class – £15, £20 or £25 (depending on level and duration of the class)
  - e. Annual Membership Fee (Autumn term - all students) – £12
  - f. Registration Fee (Autumn term - new students) – £12
  - g. Registration Fee (Spring term - new students) – £9
  - h. Registration Fee (Summer term - new students) – £6
  - i. Invoices are emailed to the address that you have provided. If you do not provide us with a functioning email address, or we receive a 'bounce back' you will be charged an additional £5 to print and post your invoice and newsletter.
6. Discounts are not generally available except in accordance with the following:
    - a. Students attending more than 4 hours per week (not including commercial / street, National, acting and examination practise classes) may receive 10% discount when paid in full by the given date.
    - b. Second and subsequent siblings are entitled to a 10% discount when paid in full by the given date.
    - c. No discount can be given to students attending classes with fewer than 5 students, and fees for classes with fewer than 4 students will be charged at the regular private lesson rate which will be split between the number of students enrolled.
    - d. No discount can be applied to Levels 1-5 commercial / street and all National classes as the fees are already reduced. Likewise, no discount can be applied to acting or examination practise classes.
    - e. A discretionary discount may be applied to private lessons if paid in advance or on the day of the lesson and several are booked in advance.
  7. SLDS will invoice you as follows:
    - a. Class Fees for each term will be invoiced prior to the end of the preceding term, and
    - 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. Fees must be received by SLDS before classes can commence. If you do not receive your invoice before the end of term, you should contact the office by email urgently so that it can be resent and so that you can meet the payment deadline which is the last day of term. It is the full responsibility of the parent / student to ensure they have received and paid their invoice before the end 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. Once you have received your invoice, it is usually not possible to change classes for the following term. Parents should familiarise themselves with SLDS "Progression

**Through Levels**" document (see school brochure) and the school timetable (available on request) 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:
- Cash, cheque and BACS are the only acceptable forms of payment (in pound sterling only). No other method of payment may be used.
  - The applicable invoice payment slip must be enclosed with payment (except for payment by BACS).
  - Any cheques that bounce or are stopped (i.e. return to us as unpaid) will incur an additional charge of £20.
  - Post-dated cheques will incur a £10 administration fee (if you plan to post date your cheques (for a maximum of 10 working days beyond the payment due date), please ensure you add this to the total amount of the cheque in advance to avoid us having to invoice you separately for the same).
  - Cash payments must be in a sealed envelope with student's name written on the front for the exact amount invoiced and no change will be given.
  - 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.
  - We do not provide receipts for any payments.
10. Late payment:
- If payment of invoices is received after the due date, but before the start of the term to which the invoice relates, then a late payment fee of £10 will be charged.
  - 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 £10 late payment fee) will be charged.
  - 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 SLDS 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 relevant Administrator 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 full duration of the first term following the notice.

13. ***For the avoidance of doubt: there is no right to withdraw or change classes midway through a term – if you give notice of your intention to withdraw or change class bookings 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.***
14. If you wish to make a request in advance for preferred class(es) (at the existing or at the next level) for the next term, **a minimum of half a term's notice (with the request being received in writing (letter or email to the relevant Administrator is acceptable) on or before the last day of the first half of the term)** and we will accommodate the request as soon as possible.

#### Students

15. Students must follow all instructions and rules including those in relation to punctuality (refer to **SLDS "Lateness Policy"** in school brochure) presentation and behaviour, and a failure to do so will be a breach of these terms and conditions.
16. Disruptive, disrespectful or antisocial behaviour on or around the SLDS Studio premises will not be tolerated (whether before, during or after classes) and SLDS reserves the right to exclude that student on a temporary or permanent basis in its sole discretion.
17. Students and parents/guardians should refer to the **SLDS "Absences Policy"** (in school brochure) and notify the office as appropriate.
18. After an initial period of half a term in any new class, all students must be wearing the appropriate uniform (refer to SLDS "Uniform List") except with the prior written consent of the Principal.
19. All items of uniform must be clearly labelled with the student's name.
20. Body or hair oil should not be worn (it makes the floor slippery and dangerous).
21. Long hair should be neatly tied back for all classes and groomed in a classical ballet bun for Pre-Primary ballet and grades above.
22. 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 Studio Premises.
23. You understand and agree that teachers at SLDS may use tactile feedback and instruction with students to support verbal feedback and instruction where appropriate.
24. A basic first aid kit is kept on the premises and staff member at SLDS may administer basic first aid on students if necessary whilst a student is on the Studio Premises. However, to the fullest extent permitted by law (and subject to clause 49), teachers and SLDS shall not be responsible for any injuries or accidents taking place on the Studio Premises that are outside our reasonable control.

25. If a student needs to take any of their own medication (whether self administered or otherwise) whilst on the Studio Premises, teachers or an appropriate representative of SLDS must be informed. In any event, SLDS accepts no responsibility for administering such medication (and/or the effects of the same) and the students' parent/guardian takes full responsibility.
26. Students at SLDS may not audition for nor attend another dance school (including CAT schemes and Associate classes) unless prior written permission has been granted by the Principal. Likewise, we do not train students who already attend another dance school unless exception is granted by the Principal.
27. SLDS reserves the right to permit the recording and photographing of students by staff (or by third party photographers or filming companies on behalf of SLDS) and audience members during an open class or show or other event.
28. SLDS reserves the right where appropriate to record or photograph students for educational and/or marketing purposes which may include usage on social media.
29. Further, where any photographs or footage has been taken, SLDS also reserves the right to sell DVDs and photographs of students performing at events to other members of SLDS.

#### **Examinations**

30. 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.
31. **Examination Terms and Conditions** (as detailed on the examination information letter) apply upon acceptance of entering the examination.
32. 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. Children are not normally permitted to miss two consecutive examinations in the same dance genre unless circumstances are exceptional.

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

33. It is parents' responsibility to ensure and be satisfied that their child is fit and healthy to attend classes at SLDS.
34. 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 Melody Movement classes where one carer per child is required to participate in every class. Please contact

the Administrator at the contact details at clause 52 below to make requests.

35. Regular feedback days are provided when parents with any specific concerns are able to book a session on a 'first come first served basis' to speak to one of the available teachers. Additional feedback opportunities with teachers are not available but parents can contact the office if necessary.
36. Parents should ensure that children are punctual for classes (refer to **SLDS "Lateness Policy"** in school brochure) and are collected promptly at the end of classes by a parent. Repeated late collection of children from classes will incur additional child care fees. You must notify the teacher at the start of the class if someone else will be collecting your child.
37. Children are not allowed to leave the studio 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 SLDS by their parent. Forms are processed on a half termly basis.
38. Buggies must be stored at the side of the Studio Premises (next to the bicycle stands) in the undercover area and must not be brought or left inside the building on the Studio Premises. Only buggies with sleeping children inside them will be allowed to remain inside the building and must be accompanied by the responsible carer at all times.
39. There is strictly no smoking, chewing gum or alcohol permitted at all on the Studio Premises.
40. Babies nappies should not be left anywhere on the Studio Premises.
41. Lost property should be placed in the box in the waiting room upstairs. From time to time it will be emptied and some items may be sold in aid of charity.
42. Parents are responsible for all minors on the Studio Premises that are not students in a studio taking a class. Children under the age of 8 years should never be unaccompanied on the Studio Premises.
43. It is a condition of our planning approval with Lambeth Council that everyone must exit through the back door of the Studio Premises onto Milkwood Road. You must ensure that you (and your child) do so.
44. The rear car park of the Studio Premises is reserved for SLDS staff and permitted vehicles of contractors only. No other vehicles whatsoever may enter the car park (including by way of example only for the purposes turning, waiting, dropping off or collecting student and parking). CCTV may monitor use of the car park 24 hours a day and enforcement action may be taken when necessary.
45. SLDS will not tolerate threatening or aggressive behaviour for any reason, including where staff are acting to enforce these terms and conditions. SLDS reserves the right at its absolute discretion to immediately terminate the contract between you and SLDS if in SLDS's opinion a parent or guardian of a student acts in a threatening, aggressive or otherwise inappropriate manner towards any member of SLDS staff, any student or other parent or third party. In the event of any such termination, SLDS shall have no further liability whatsoever to you.

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

#### Liability

47. Subject to clause 49, SLDS accepts no liability for any injuries sustained whilst participating in a dance class or on the Studio Premises.
48. Subject to clause 49, SLDS accepts no responsibility for loss or damage of personal belongings or property whilst on the Studio Premises.
49. Nothing in these terms and conditions shall in any way limit SLDS'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.

#### SLDS Communications and Other Information

50. SLDS 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 relevant 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 relevant administrator.
51. 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).
52. 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 letter should be written to: The Upper / Lower School Administrator, South London Dance School, 130 Herne Hill, London, SE24 9QL (including your full name and contact details). A response will be given within 28 days, using the contact details provided in your initial letter. However, SLDS will not enter into any discussion concerning enforcement of these Terms and Conditions.
53. SLDS has Public Liability Insurance and PPL and PRS Music Licences (for further details please contact the relevant Administrator).
54. SLDS is a member of the Federation of Small Businesses.

55. Additional rules and guidelines or updates to these terms and conditions may be published from time to time on the main notice board at the Studio Premises. Your (or your child's) continuing attendance at South London Dance Studio classes will amount to acceptance of such updated terms and conditions.

#### SLDS Privacy Policy

56. SLDS 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 3<sup>rd</sup> party or send unsolicited marketing material.

#### Additional T&C related to Covid-19 and any other infectious disease:

1. No refund will be provided in the instances below however, a live Zoom class would instead be provided;  
(i) classes have to be cancelled because a teacher has to self-isolate and South London Dance School is unable to find a suitable cover teacher  
(ii) a student is unable to attend classes because they have to self-isolate (48 hours notice must be given)  
(iii) we are unable to operate classes in the studios due to Government restrictions to limit the spread of Covid-19 (or any other infectious disease) (please note; the Zoom class provided may be a different day / time to usual and there may have to be a re-scheduling / planning period of 1 week before Zoom classes can commence)
2. South London Dance School accepts no liability in the event that someone who has attended the studio premises contracts Covid-19 (or any other infectious disease).
3. Students and staff must not come to the dance studio if they have Coronavirus symptoms, however mild, or have tested positive in the last ten days.
4. Positive PCR tests must be reported to the SLDS administration team who will report to the school community as required by NHS Test & Trace.
5. It is the responsibility of anyone who develops Covid-19 symptoms whilst inside the school building, to notify a member of staff immediately and make arrangements to return home as soon as possible, avoiding coming into contact with anyone or using public transport.

#### Additional T&C for online dance classes:

1. Students participate in online dance classes at their own risk and SLDS takes no responsibility for any injury sustained.  
If you are participating in a Zoom class at home when other students are in the studio, we advise that you take extra

care in selecting which exercises are suitable for your environment in consideration of space and flooring for example, because the lesson content will be geared primarily towards those students who are dancing in the dance studio.

2. The Zoom class must be accessed by a parent / carer who should be visible on camera at the start of each class and thereafter, children should participate in online dance classes under a 'suitable' level of adult supervision (i.e. at the discretion of the parent / carer in consideration of the age of the child and bearing in mind that SLDS will not be able to act 'in loco-parentis').
3. Appropriate security and privacy settings should be set on your home internet and device.
4. Students should wear suitable dance clothing and footwear with hair properly tied back and no jewellery.
5. Please ensure you clear a safe space in which to dance. Move away any sharp or breakable objects and try to make flooring as suitable as possible. SLDS takes no responsibility for any injury sustained or damage to personal property.
6. The class is intended for only the student who is enrolled, not other family members / friends who may not be of the appropriate ability. Students should perform movements suggested by the teacher within the remit of own capability and should not attempt any movement which they don't fully understand or feel confident executing.
7. Any student with an existing injury participates at their own risk. We recommend that you follow medical advice with regard to suitability of the class content with reference to your particular injury. We should be advised about any existing injury at the start of each class the student attends.
8. We are not able to administer first-aid, therefore please ensure you make your own provision.
9. Whilst only those students who are enrolled in our live online classes will be given access to participate, SLDS take no responsibility for any security / privacy / breach of data issues which may arise through use of Zoom or any other online platform.
10. If a technological issue from our side or your side results in you / your child missing or being late for a class, unfortunately, we will not be able to offer refunds / transfer fees, or offer make-up classes.
11. Film footage or photographs of your class may not be posted on your own social media or shared unless the image is of ONLY you / your own child and the teacher.
12. In accordance with clause 28 of SLDS Terms and Conditions, we may use still and moving images of you / your child participating in an online dance class for marketing purposes which may include usage on social media.