

Terms & Conditions of Business (Revised January 2023)

1. Enrolment

By enrolling your son or daughter in the Wendy Sandercock Academy of Dance you have agreed to the following terms and conditions. Enrolment means where any one or more of the following applies:

- a. By formally submitting the online registration form and accepted by WSA,
- b. By the payment of a term's fees and or additional class fees,
- c. By attending any classes other than the first class which may be free of charge in certain circumstances,
- d. The earliest age that a student can be enrolled is **3 years and above**,
- e. **NO** enrolment will be processed and accepted unless the on-line enrolment registration form has been submitted and received via our website and your child may be refused entry to class (except for the first class is free is designated as free) unless the registration form has been submitted or will be submitted within a reasonable period of time,
- f. Notwithstanding Clause 18 (Special Needs & Disabilities), should WSA agree to a trial period for an initial period of time, this trial period **DOES NOT** create a contractual obligation between WSA and yourself and you are not bound by the terms & conditions except the general conditions concerning health & safety (clause 13), Disruptive behaviour (Clause 14), General terms (Clause 15), Reportable Events (Clause 16) and Bringing WSA into Disrepute (Clause 17) and GDPR legislation. Furthermore, WSA does not charge fees for such a trial period and the student will be assessed during the trial period for suitability in respect of joining WSA classes in which case you will then be fully bound by these terms & conditions.

It should be noted that enrolments also means that you have accepted our current GDPR terms & conditions (see online GDPR submission form) with respect to using your personal information for marketing to you and to use pictures / videos of your child in any advertising that WSA may undertake except for students undertaking trial period(s).

A GDPR form can be submitted via our website (or re-submitted if required at a later date) should you prefer to formally advise us of your consents. If no on-line GDPR form is submitted (or re-submitted at a later date) it shall be deemed that on joining the Academy that you agree to us marketing to you and using pictures / videos of your child in advertising campaigns.

Furthermore, you are required to agree and sign the declaration - I (and my child, if over 13) consent to you holding and processing my and my child's personal data in accordance with our Personal Data Policy or if unsigned, it shall be deemed that each party has signed the declaration on joining / enrolling in the Academy.

Signed:	<input type="text"/>	Parent / guardian	<input type="text"/> / <input type="text"/>
Signed:	<input type="text"/>	Child 1 (if over 13)	<input type="text"/> / <input type="text"/>
Signed:	<input type="text"/>	Child 2 (if over 13)	<input type="text"/> / <input type="text"/>

If there are more than two children over the age of thirteen, please sign and date at the end of this document.

- g. **Data Protection & Privacy Policy.** We retain and process your and your child's personal data in accordance with our Personal Data Policy <https://www.wendysandercockdance.com/> which we update from time to time.



2. Payment - Term Accounts

- a. Fees are payable termly and in advance and no later than the invoice due date or by the end of each half-term at the very latest,
- b. Fees are based on a 10 week term (or shorter / longer) as indicated on the timetable as detailed on our website or on the invoice,
- c. Invoice will be issued prior to the start of each term,
- d. As from September 2020 Fees may not be paid in cash or cheque and must be paid by Direct Bank Transfer only.
- e. When using Internet Banking clearly state the invoice number and /or the student's name and payment amount,
- f. Fees which remain outstanding at the end of each half term shall incur a 20% additional charge,
- g. Pay as You Go has been phased out and is not available at any Academy location.

3. Receipts & Fee increases

- a. Fees are subject to change annually and will be notified via any new invoices issued at or near the beginning of term. We endeavour to keep fee increases as small as possible however, with increases to halls and other operating costs, increases are inevitable.
- b. Receipts will only be provided upon request.

4. New Students & Registrations Fees

- a. At present new students joining the Academy are not required to pay registrations fees. However, we reserve the right to do so in the near future,
- b. Should Registrations fees be introduced then it will be the policy that no refunds will be given under any circumstances should your child decide to leave the Academy.

5. Securing your Childs Place

- a. Your child's class attendance must be confirmed by the deadline stated on the invoice in order to secure their place for the current term,
- b. Failure to confirm may result in your child losing their place or the place being offered to another student.

6. Refunds and termination

- a. Half a term's (i.e. 5 weeks and assuming a 10 week term) written notice to the WSA is required for any student wishing to discontinue any class or leave the Academy. If the required notice is not received, then full payment of the student's fees for the following term will be due in full.
- b. Should any student wish to discontinue any class or leave the Academy at any time, refunds for any unused classes will not be given under any circumstances nor credit issued against future invoices,
- c. Should a student subsequently decide not to participate in any festival or event or show or other outside activity for which they have been entered or agreed to participate then no refunds will be given under any circumstances in respect of entry fees or costumes and or incidental costs incurred. However, a percentage as decided by the Royal Academy of Dance can be returned for examination entry fee(s) provided a doctor's note can be produced.

7. External Vocational Classes

- a. Prior permission must be sought from any student wishing to participate in any external vocational classes, amateur or professional productions and festivals and competitions.



8. Private Lessons

- a. Parents who book private lessons, whether for festivals, competitions, exam coaching, Master Classes, Pre Associate Classes or otherwise, are required to pay in advance for classes when they are booked and at the currently advised rates per class or session,
- b. Refunds will not be given in the event of the student not attending pre-booked classes as noted at a. above under any circumstances,
- c. Private lessons will be booked in writing and agreed by student, parent(s) and by WSAD.

9. Examinations

- a. We will work towards RAD exams. ALL RAD examination fees must be paid in a **timely** manner and late payment will incur automatic late entry fees as stipulated by the Royal Academy of Dance. Students will only be entered when they have reached the required age and standard and at the sole discretion of the teacher. Students wishing to take Grades must attend a minimum of two or more additional ballet technique classes prior to any examination. All fees for additional technique / mock examination classes are payable once the invoice has been issued,
- b. We reserve the right to withdraw any student from an examination at any stage should we decide that the student is not of the required standard,
- c. Fees for ballet exams must be returned by the deadline as stated on the application form. Late fees will also incur a £5.00 charge (per entry) by WSA and assuming the RAD will accept late entries.

10. Uniform

- a. Students are required to attend class wearing the correct uniform as advised to each parent at the start of term as detailed on our website,
- b. Students without the correct uniform will not be allowed to attend class except at the sole discretion of the teacher,
- c. Students' hair must be tied back at all times as classical ballet is a discipline.

11. Class Cancellation

- a. We will endeavour to advise all parents and students of any class which may be required to be cancelled because of illness or for other reason(s) by telephone or Email or other means of communication. Therefore, it is imperative that the Academy has ALL current contact details,
- b. Cancelled classes will be rearranged and advised to each student / parent as soon as practicable,
- c. Should it **not** be possible to rearrange a class then a credit will be due for that class or classes only. The credit will set against any invoiced amounts for the next following term. Other than noted above, no other form of refund or concession will be available.

12. Attendance at classes other than Registered Classes

Attendance at other classes other than the class(s) you are enrolling / registered for is not allowed unless,

- a) Attendance at a class ONE grade / level above your registered class(s) is allowed in order to strengthen technique, posture and learning provided attendance at such class(s) has been assessed by the teacher and authorised by the principle and that the full fee amount has been paid in accordance with normal WSA payment rules unless waived by the principle,
- b) Attendance at class(s) more than ONE grade / level above your enrolled / registered class(s) is stickly prohibited unless,

a).you are invited to attend the class(s) and this has been assessed by the teacher and authorised by the principle and,



b).that the full fee(s) due for the class(s) has been paid unless waived by the principle and,

c).that the student is of the required standard / Grade / level to attend the class(s) AND does not in any way hold back the learning and progression of the other students and,

d). has completed the full course of Grades / Levels at the required lower Grades / Level(s) and or passed the relevant lower Grades / Levels and can fully demonstrate that the student is technically competent and strong enough to attend such higher graded class(s).

13. Health & Safety

- a. We take the safety of all Students at the Academy very seriously.
- b. Any student who participates in dance or other classes provided by The Academy shall do so at his/her own risk. He/she shall assume all risk involved, including but not limited to all loss or stolen property, cost, claim, injury, damage, or liability sustained while participating. The Academy will not be held liable for any misfortune that may occur. By enrolling into our School, you are agreeing to the above and are certifying that you are in good health and have consulted a doctor before beginning any dance or other class (See Medical and Special Needs Sections Below) and parents are fully responsible for certifying that their children are able to undertake any or all activities provided by the Academy and the Academy shall not be liable under any circumstances for any injury or other circumstance that may occur whilst participating in any classes so provided.
- c. WSA is not and does not undertake child minding in any form as we have no registration with the appropriate legal entities for this purpose. It should be noted at all times that it is the absolute responsibility of the parent / guardian to ensure that the child is safely delivered to the appropriate class and that the child is signed in / out as evidenced by our registers. WSA has a duty of care to any child under current legislation and local government legislation to ensure that the child remain safe at all times BUT ONLY from the point of signing the child into class and whilst attending lessons until such time as the child is signed out and safely delivered to the parent / guardian. WSA has absolutely NO legal responsibility to ensure your child is safe before signing in nor after signing out. This is your legal responsibility as the child's parent / guardian under current child safeguarding legislation. This also applies to any shows that WSA may put on during the year and other activities such as summer schools.
- d. With respect to COVID-19, WSA have taken all reasonable steps to ensure that the premises used are COVID-19 safe. Risk Assessments have been completed and independently inspected and certificates can be found in the COVID-19 section of the brochure.

14. Disruptive Activity

- a. The Academy reserves the right to ask parents to remove their child from the Academy should the principle decide that the child is personally disruptive, disruptive to other students attending class, not participating in class activities or generally not obtaining the best out of the class. In this case then,
 - i. If an invoice has already been issued but not paid then the invoice will be deleted as the child placed on the inactive register of the Academy until such time as the child may return,
 - ii. If an invoice has been issued and paid, then the parent shall be entitled to a credit for the classes not being taken which will be set off against any future invoice that the academy may issue, or a monetary refund taken in place of a credit at the discretion of the Principle. This is the only occasion that a monetary refund shall be available,
 - iii. Students and or parents will be asked to leave without notice for any serious breach of the Academy's terms and conditions or for any other serious misconduct,

15. General



- a. Please ensure that your child goes to the toilet before class and brings a bottle of water if desired into the studio,
 - b. The consumption of food is not allowed on any site we use under any circumstances either by students or parents,
 - c. Smoking is NOT allowed (including Vaping) on any site whatsoever,
 - d. We endeavour to ensure that your children are dancing in a safe and comfortable environment. We ask you to bring and collect your child promptly and provide us with written details of changes in drop off/pick up arrangements, special medical needs etc,
 - e. Students will not be allowed to leave the dance areas until they are collected. Written permission is required should you wish your child to be allowed to leave unsupervised,
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- f. All students must be registered for the classes they attend. Unregistered children will not be allowed to participate in the class,
 - g. Please ensure that we receive any changes to student's contact details in writing. All details will be held in strict confidentiality and will not be passed on to outside parties except to the RAD for children undertaking dance examinations,
 - h. Parents/guardians are welcome to watch their children during class time for Pre-Primary (Baby Ballet) only or at the principle's discretion, but not to interfere with the content and progression of the class under any circumstances. ALL mobile phones must be switched off during the class. Toddlers accompanying parents and students taking class must NOT be allowed to roam freely whilst the class is in progress as this is contrary to current health & safety regulations. We reserve the right to ask all parents with toddlers to leave the studio immediately should there be any disruption in the progression of the class,
 - i. Students and or parents will be asked to leave without notice for any serious breach of the Academy's terms and conditions or for any other serious misconduct,
 - j. The Academy does not discriminate on background, race or religion, regularly monitors staff to maintain Academy teaching policies and adheres to Health and Safety procedures to ensure that each child dances in a class appropriate to their level of development,
 - k. From time to time, it is necessary for the teachers to use physical contact when helping to improve students' posture or assist in movements. This includes physical contact between students i.e. holding hands, repositioning the body etc,
 - l. It is explicitly agreed that you give consent to the use of photographs and video recordings taken from time to time for use on our website and via our Facebook business page for the promotional and press purposes of the Academy. Should you not wish to allow the Academy to use pictures or other media of your child / children for the purposes of promoting and advertising the Academy then you need to formally write to the principle and or notify us of same by submitting the online General GDPR consent form,
 - m. We are not registered as a body that offers childcare; therefore, it is essential that a parent or carer/guardian remain on the premises while a child under 8 years is in class,
 - n. Any changes to the currently advertised terms & conditions shall be advised to all parents as soon as practicable,

16. Reportable Events (Medial Conditions)

- a. Prior to any child attending class, any relevant medical conditions must be reported so that the Principle and any staff are aware of a child's medical needs. WSA may require a medical letter setting out any reportable conditions prior to joining any class so that proper measures can be put in place.

17. Bringing the Academy into disrepute

- a. WSA reserves the right to dismiss any Student at any time should their action(s) or those of the parents / guardians / responsible adult bring the Academy into disrepute.
- b. Such actions would not be limited to the students or parents etc (as noted at a. above) actions whilst at the Academy or within premises owned, used or hired by the Academy but also their respective actions undertaken outside the Academy which may have a detrimental effect on the reputation of the Academy.

18. Children with Special Needs & Disabilities

WSA does not discriminate in any way whether it be colour, race, ethnic background or children with special needs or disabilities. However, at present, WSA is not admitting children with Special Needs or Disabilities although this may be subject any waiver by the Principle and strictly in accordance with the clauses noted below.

Currently WSA does not have any members of staff that are qualified to teach children with special needs and or disabilities. Following current guidelines, children under this head should not be admitted without engaging a specialised teacher and have appropriate insurances in order to carry out such activities.

Should WSA have specialised teacher(s) in the future and suitable coverage in terms of insurances then admittance of children under this head may be reinstated and our policy on Special Needs and Disabilities is in as follows:

- a. Any child with special needs **MUST** be advised to WSA before admitting to the academy and complete a questionnaire for review by the principle in order to assess the child's suitability,
- b. If it is decided that the child is not suitable then the Principle shall advise the parent at the earliest opportunity and before any attendance to class or after attendance at class for an agreed trial period (See Clause 1),
- c. In most cases, it will be agreed that the child will undertake a trial period of no longer than two weeks or such longer term as agreed by the Principle. However, at the end of the trial period and notwithstanding any matters noted below, the child will be assessed as to whether they can continue in class and then possible full admittance to the Academy,
- d. Parents are wholly responsible for their child in terms of behaviour etc during the trial period and or subsequent admission / attendance to the academy and to discuss with the Principle whether the Academy is a suitable environment for the child to attend given that dance in any genre is both physically and mentally challenging,
- e. No child who is admitted to the Academy may disrupt classes in any way including those with special needs or disabilities. The Academy teaches to the highest level under the auspices of the Royal Academy of Dance and for students to be admitted to the Royal Ballet School (or similar) and as such, classes cannot be disrupted,
- f. WSA will ensure that the child is taught professionally and within current guidelines regarding special needs and disabilities but reserves the right to request the child does not attend after discussing with the parents should there be any continued disruptive behaviour and or other factors which affect the child's continued attendance. This is in no way discriminatory but simply a function of whether or not the child is benefiting from attending classes and able to engage in class activities,
- g. Should a child not be able to perform in any show or festival or examination because of their medical condition(s), we have sole right to withdraw the child from any event as attendance at such may be directly detrimental to the child, confidence and mental well-being. Also, any disruptive behaviour during these events will also be detrimental to the show, performance, festival and examinations etc.
- h. We also draw your attention to clause 12 above on general safety and risk.

**Signatures Required for additional children (over the age of 13)
– for GDPR Section**

Signed: (child 3) if over 13 Dated: / /

Signed: (child 4) if over 13 Dated: / /

– for Business Terms & Conditions Section

Signed: (child 3) if over 13 Dated: / /

Signed: (child 4) if over 13 Dated: / /