

DRAMA KIDS SUSSEX

Terms and Conditions of Supply

1. Introduction

1.1 This section sets out the Terms and Conditions by which Drama Kids, Sussex agrees to provide services to you and your child(ren).

1.2 When you book a service from us, you are signifying your agreement to these Terms and Conditions. These can be found on our Website. It is your responsibility to familiarise yourself with them before you book or purchase any product or service from us.

1.3 We reserve the right to modify, cancel or append to these Terms and Conditions at any time. The current Terms and Conditions always appear on our Drama Kids, Sussex Website. On renewal of courses or purchase of any Drama Kids, Sussex services, the most recent Terms and Conditions shall apply.

2. Definitions

2.1 "Course" is a series of classes that we have agreed, verbally or in writing that your child may attend.

2.2 "Class" or "session" refers to one self-contained class as part of a course that occurs at a specific time on the same day at the same venue each week during Term-Time.

2.3 "Confirmation", "Enrolment Form", "Parent + Carer Letters", "E-mail" "Facebook" and "Instagram" are the processes by which we exchange information and enter into contracts regarding our services.

2.4 "Course" is classes occurring on the same day at the same venue each week during Term-Time.

2.5 "Missed Session" is a Session, no part of which has been attended by your child.

2.6 "Drama Kids, Sussex" "DK Youth Theatre" refers to all "Drama Kids, Sussex", "we", "us" or "our" refers to Drama Kids, Sussex courses and any of its directors, employees, subcontractors.

2.7 "Enrolment Form" is the pre-printed form we will give to you to check and complete before leaving your child with us.

2.8 "Term-Time" denotes the periods throughout the year during which we run regular weekly Workshops as stated on our Website.

2.9 "Waiting List" is a list maintained by us comprising children who wish to attend a particular course which is over-subscribed.

2.10 "You" refers to a person or organisation buying services from us.

2.11 "Your child" is any child for whom you are nominated as an authorised adult on the Enrolment Form regarding your dealings with us and we therefore deem to be in your care. "Children" shall be construed accordingly.

2.12 "School" refers to each individual school of where a course takes place

2.13 "Secure your space" is where you apply for a course using an

enrolment form and paying the correct fee

2.14 "Venue" and "Studio" is a space where a course takes place

3. Clubs

The following provisions shall apply in relation to courses only.

3.1 Applying for a Club

3.1.1 Your child can apply for the course if

- a) There is availability on the Course;
- b) Your child is of the correct age as stated on our website or by agreement with the principal
- c) Your child must attend that particular academy of which you are applying for; or
- d) In the rare case of a class not reaching capacity by 48 hours before the course is due to start some exceptions may be made at the principal's discretion

3.1.2 You can only secure your space by fully filling out an application form and returning it along with the correct fee

3.1.3 You must provide us with such contact, identification and health details as are requested by us so that we can assume responsibility for your child during the course.

3.1.4 You must check and sign the Enrolment Form prior to the course starting ensuring that it is accurately and fully completed.

3.1.5 If your child refuses to take part in the course, a refund may be given subject to paragraph 4

3.1.6 You can only apply and pay for a course at any one time. A course will consist of a number of sessions that run on consecutive weeks during Term-Time. You cannot pay for one session at a time.

3.1.7 Details of Drama Kids, Sussex Term-Time dates can be found on our Website. It is your responsibility to make yourself aware of these.

3.2 Payment

3.2.1 The cost of courses and valid methods of payment are given on the enrolment form which are available at each venue. This information is also included on our Website.

3.2.2 The full cost of a course must be paid by the start of the first session of a club.

3.2.3 If full payment is not received by the start of the first session of a club, we reserve the right to suspend your child from any further sessions within the course unless:

- a) The full payment for the course is received by the start of the 2nd session of the course
- b) a payment plan is agreed by principal/ finance officer

3.3 Renewal

3.3.1 We will send you a parent letter after the half term point of the course. This will provide information about the performance at the end of term. It will also act as a notice to you to book a further course the following term. (The current drama club members will get a priority

booking period)

3.3.2 Please note that if payment for the following term is not received by the date outlined in the parent letter (the end of the priority booking time), your child will be automatically withdrawn from the Club for the next term. Further attendance will require rebooking which is subject to availability.

3.3.3 We will send out the parent letters after the half term point via e-mail if you provide us with these details. It is your responsibility to ensure you are fully aware of all the details within the letter and act on any queries you may have immediately.

4. Refunds and Cancellations

4.1 You may cancel your child's untaken Sessions at any time and for any reason.

4.2 In the event that you wish to cancel any untaken Sessions or choose not to attend any sessions including Drama Kids, Sussex on Zoom,; refunds will not be given

4.3 Drama Kids, Sussex reserves the right to cancel any session with good reason and will endeavour to make up the missed session throughout the course. We will take every possible step to prevent your class being cancelled.

4.4 We reserve the right to cancel classes without rescheduling or refunding; in exceptional circumstances outside of our control, such as fire, flood, adverse weather conditions, pandemic (including the current COVID-19 outbreak), civil commotion or terrorist activity. In such circumstances we will do our best to offer an alternative class, however, this may not always be possible. Where we are able to offer an alternative class, it may not be at your regular time and may be with a different Class Teacher.

5. Missed Sessions

5.1 Sessions missed for any reason will not be refunded under any circumstances.

6. Content

6.1 We reserve the right to alter, vary, omit or substitute any part or parts of any course provided by us described in any promotional or other materials published by us or on our behalf.

6.2 In the event of any change in any content as described above, we will have no liability to refund any part of any fee paid.

7. Waiting Lists

7.1 If your child is on a Waiting List, this does not guarantee a place on a particular course.

7.2 We intend to contact customers and prospective customers on the Waiting

Lists in this order:

- a) Children who applied for and paid in full the current course but the club was already at maximum numbers; then
- b) Prospective customers who have contacted Drama Kids, Sussex directly via telephone, application form or e-mail; then
- c) Other children on the Waiting List.

7.3 We accept no responsibility and make no guarantees to the order in which places are offered.

8. Health & Injuries

8.1 We accept children on the assumption that they are in good health and it is your responsibility to alert us to any medical complaint or history suffered by your child.

8.2 We do not accept responsibility for loss or damage arising from errors or omissions on the Enrolment Form whether completed by you or by another person in charge of your child at the time of completion.

9. Other Losses

9.1 We do not accept responsibility for any loss or expense due to circumstances beyond our control, including, but not limited to, delays in public transport, weather, quarantine, sickness, bereavement, strikes or other industrial action, terrorism, fire and riot (including the current COVID-19 outbreak).

9.2 Without prejudice to the other terms of this agreement, in no event (including our own negligence) will we be liable for any:

- a) economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- b) loss of goodwill or reputation;
- c) any other special, indirect or consequential losses; or
- d) loss to third parties.

10. Contact

10.1 It is your responsibility to ensure that we have current contact details for you and all adults authorised to pick up your child. You must also keep us apprised of any changes in the health or other relevant circumstances of you or your child.

10.2. We may accept any instructions which are given to us regarding a child from anyone who is nominated as an authorised adult on the Enrolment Form for that child.

11. Behaviour;

11.1 Drama Kids, Sussex expects each child to behave in an appropriate

manner

11.3 If it becomes apparent a child presents an increased risk to themselves or others through behaviour- the Drama Kids, Sussex team will endeavour to make contact with parents/carers and work together to ensure the behaviour continues in a positive manner

11.4 If a child consistently does not adhere to behaviour requirements after intervention and by working together, then they will be removed from the course with no refund