

# **Parent/Guardian Agreement**

Please read the terms below carefully before you enrol with us.

# 1. Enrolment at Stageskool

All memberships and trials at Stageskool Theatre Arts are subject to the following agreement:

- 1.1. On signing this agreement, you are applying to enrol your child onto a Stageskool Theatre Arts school programme.
- 1.2. Acceptance is at Stageskool's absolute discretion although our discretion is exercised reasonably and in accordance with law. If you are accepted by Stageskool you will become a student of a Stageskool School.
- 1.3. This agreement sets out the terms that will govern the relationship between Stageskool and yourself. It is a legally binding agreement.
- 1.4. These rules are important to maintain standards and to ensure that all members of Stageskool gain the maximum benefit of being part of Stageskool.
- 1.1. Enrolment in Stageskool entitles you to apply to send one child to one of Stageskool schools at the level set out previously. The child you have nominated is specified on the enrolment form.
- 1.2. Timetables and teachers are subject to change from time to time without notice.
- 1.3. To avoid disturbing classes, you and your child are requested to arrive in good time. Entrance to classes may be barred to anyone arriving more than five minutes late.
- 1.4. You must make yourself and your nominated child aware of the health and safety rules of the venue and comply with the recommendations at all times.
- 1.5. A teacher/manager may, at any time, ask your child to leave a class if they are jeopardising the safety or enjoyment of others or their educational experience.
- 1.6. Bullying, harassment, abuse or other inappropriate behaviour by you or your nominated child or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.
- 1.7. You and your nominated child must treat all Stageskool members, children, teachers, managers, assistants, volunteers with respect and consideration. Stageskool does not tolerate rude, offensive, or aggressive remarks or behaviours in any way.
- 1.8. Smoking or the bringing or consumption of alcohol or the use or being under the influence of illegal substances is not permitted anywhere in our schools.
- 1.9. If you have a complaint or any other concern that cannot be resolved via the Manager of the school, please contact the Principal privately who will do everything to resolve the matter.
- 1.10. We reserve the right to use any individual or group photographs or video shots of your nominated child for press or promotional purposes. If you do not wish this, then please tick where appropriate on this form. Declining consent may however impact on your child opportunities.
- 1.11. Each school may also have its own additional relevant rules which will be notified to you. You, your nominated child, and any guests are required to observe these in full.

- 1.12. Stageskool reserves the right to make changes to these rules and will communicate any change to you at the address or email specified. Proof of sending such notice shall be sufficient evidence of receipt.
- 1.13. We may terminate your agreement and discontinue your nominated child's entitlement to attend Stageskool in the event of serious or repeated breach of these rules.

### 2. Trial Packs

- 2.1. Trial packs are valid for the number of weeks advertised when purchased and entitle the student to attend one class per week during the trial period.
- 2.2. The trial period begins on the date of the first class registration.
- 2.3. Classes must be attended on consecutive weeks over the period that the trial pack is valid for.
- 2.4. The trial period continues regardless of whether or how much the student attends. The fee is non-refundable in the case of non-attendance.

### 3. Membership fees

#### Membership fees

- 3.1. Membership Fees are required to be paid monthly in advance.
- 3.2. Monthly fee payments are calculated on an annual basis covering 41 weeks of tuition, provision of costumes for shows, extra rehearsals and supervision of your child during shows.
- 3.3. Payment is due on the first of each month. Stageskool accepts payments by Direct Debit and Debit/Credit Card via our membership management system, TeamUp.
- 3.4. If you do not make the monthly fee payments when due, the right to send the nominated child to attend any Stageskool school will be withdrawn until payment is received and brought up to date. There will be a late fee charged for each week the fee is outstanding this fee is £5.00 per week or part of.
- 3.5. If payment of fees is not made in full for any reason, we reserve the right to suspend your agreement and to exclude your nominated child from Stageskool.

#### Change of Fees

3.6. We can increase your fees at any time for any reason stated below by giving you at least 30 days' notice in writing. If you do not want to pay the higher fees, you can cancel this agreement by giving us notice to cancel (in accordance with Section 6) at any time before the increase in membership fees comes into force. If you give us notice to cancel, until that notice of cancellation takes effect, you will continue to be charged the previous fees.

We may make changes to the terms of the contract, or to the price we charge you, for any of the following reasons:

- 1. We may change, remove, or improve or add to our service offering at any Stageskool at our discretion as this ensures we respond to customer needs and remain competitive;
- 2. The cost to us of providing the services or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);
- 3. To introduce new charges where the cost of running our business increases;
- 4. We reorganise the way we structure or run our business other valid legal or regulatory reasons; or
- 5. we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

Other reasons for changes. We provide access to Stageskool's services on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above.

#### Collection of outstanding fees

3.7. Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to access Stageskool, we can still require you to make the payment at a later date.

### 4. Attendance

4.1. By signing this agreement, you are committing to your nominated child's regular attendance at Stageskool and to 100% attendance at critical rehearsals leading up to shows, these will be 8 weeks before each show. Failure to attend these critical rehearsals may result in your nominated child not participating fully in the show.

### 5. Loss or Damage

- 5.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 5.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.
- 5.3. We are not liable for valuables. We are not liable in any circumstances for damaged, lost or stolen valuables whilst you or your child are attending Stageskool or an event organised by Stageskool at a venue owned by a 3<sup>rd</sup> party. We recommend that no valuables are brought to Stageskool or events organised by us.

# 6. Cancellation of membership

- 6.1. This agreement may be terminated if either party is in serious breach of its obligations to the other.
- 6.2. You may terminate this agreement at any time without liability if the tuition the child is offered falls below, on more than one occasion, the standards reasonably expected to be provided.
- 6.3. A four week notice period is required to terminate this agreement and can only be given in writing to Stageskool Theatre Arts, 7 James Clarke Rd, Willington Derbyshire DE65 6DX or via email (see the Contact Us page the Stageskool website). The time of receipt (not sending) shall be the time of commencement of the notice period.

#### This agreement is governed by the laws of England and Wales.

#### Information about us and how to contact us

**Who we are**. We are Stageskool Theatre Arts Limited, a company registered in England and Wales. Our company registration number is 12806481 and our registered office is at 7 James Clarke Rd, Willington Derbyshire DE65 6DX.

**How to contact us**. You can contact us by writing to us at our registered office, or by filling in the contact form at: <u>https://stageskool.com/contact/</u>