

TERMS AND CONDITIONS

(reviewed January 2024)

1. INTRODUCTION

1.1 This section explains the Terms and Conditions in which RE:ACT Performing & Production Arts agrees to provide products/services to you/your child.

1.2 When you book or purchase any product or service from us, you are signifying your agreement to these Terms and Conditions. It is your responsibility to familiarise yourself with them before you book or purchase any product or service from us. All terms and conditions can be found on our website under 'VISION.'

1.3 We reserve the right to modify, cancel or add to these Terms and Conditions and upon doing so shall provide you with notification that there has been a change. The current Terms and Conditions always appear on our website.

2. ENLISTING

2.1 Terms: you must commit to a full term of Re:ACT Performing & Production Arts and give a terms notice if you wish to leave. Should we not receive a terms notice, you are liable to pay to pay for the forthcoming month. No refunds are available. It is at RE:ACT Performing & Production Arts' discretion to offer a trial.

2.1.2 Details of Re:ACT Performing & Production Arts' term dates can be found on our website. It is your responsibility to make yourself aware of these.

3. PAYMENT

3.1 The cost of each term, and any additional costs for each of our services is provided on our website.

3.2 The full cost of the invoice you receive must be pay by its due date.

3.3 If full payment is not received by the due date, a ± 10 late fee will be added. If payment is not received by the second week, your child will be removed.

3.4 Should you fall into financial difficulty, please discuss it with a member of RE:ACT Performing & Production Arts staff as we provide payment plans in these circumstances.

4. COMMITMENT AND SUPPORT

4.1 We require a high level of commitment; if we do not receive this, we reserve the right to remove you from RE:ACT Performing & Production Arts.

4.2 Attendance is compulsory to the following (unless extenuating circumstances have arisen and have been discussed with the director): attendance to at our Sundays rehearsals as scheduled.

4.3 Support must be shown through ticket sales for our productions in order for productions to be put on.

4.4 Dress Code: Black short sleeved t-shirt/RE:ACT t-shirt/RE:ACT hoodie, black joggers/leggings, black daps/jazz shoes/ballet shoes with no jewellery and hair tied back. A plain black long sleeved top, plain black bottoms and plain black shoes are required as a base for productions.

5. RENEWAL

5.1 We will assume you wish to continue with RE:ACT Performing & Production Arts until we are informed otherwise, as discussed in 2.1. We welcome waiting list students as and when we see fit. We reserve the right to admit anyone into RE:ACT Performing & Production Arts.

6. MISSED CLASSES

6.1 Classes missed for any reason not caused by RE:ACT Performing & Production Arts are non-refundable.

6.2 You must notify RE:ACT Performing & Production Arts of an absence, not only due to curtesy but for lesson planning.

7. WAITING LISTS

7.1 In the event of a class being oversubscribed, your child will be placed on a waiting list until a place becomes available.

7.2 If your child is on a waiting list, this does not guarantee a place in a particular class.

8. COLLECTION OF CHILDREN ATTENDING CLASSES

8.1 You are responsible for collecting your child at the finish time of the class as stated at the time of booking.

8.2 RE:ACT Performing & Production Arts is not responsible for children after the finish time of the class.

9. EXCLUSION OF CHILDREN

9.1 Your child may be excluded from RE:ACT Performing & Production Arts classes under the following circumstances:

a) you are in breach of any of these Terms and Conditions or any regulations issued from time to time by us;

b) the behaviour of your child is disruptive or likely to put other children or RE:ACT Performing & Production Arts staff in danger; or

c) your behaviour towards us, other customers, children in their care or our suppliers, agents, managers, subcontractors or employees is disruptive, inappropriate, consistently negligent (including late collection of your child) or likely to bring us or any of our products or services into disrepute, we reserve the right to exclude your child from any RE:ACT Performing & Production Arts activity or part thereof.

9.2 In the event that your child is removed, no fees or deposits will be repaid to you and we reserve the right to seek payment of the balance of any fees due to us.

10. HEALTH & INJURIES

10.1.1 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.

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

11. PERSONAL PROPERTY

11.1 We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child irrespective of whether such possessions might be used by you or the child for the purposes of any RE:ACT Performing & Production Arts activity save to the extent that such loss or damage shall be caused by the negligence or default of any member of our staff or any other default on our part.

12. USE OF INFORMATION

12.1 RE:ACT Performing & Production Arts will not pass on your personal information to any other individual or organisation. All of your information is stored securely.

12.2 From time to time, photographs, film, video or audio recordings may be made during RE:ACT Performing & Production Arts activities for publicity, promotional or broadcast purposes. Please inform us before any such event if you do not wish you or your child to appear or be identified in any such material. Only students who have signed the photography permission section will be included.

13. MISCELLANEOUS

13.1 General

13.1.1 These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your booking, purchase or use of our products and services superseding any prior agreements between you and us.

13.1.2 You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us which is not set out expressly in these Terms and Conditions.

14 CONTACT

14.1 You may contact us by the means given on our website.

14.2 We may contact you by telephone, email or text. We aim to respond to all contact within two working days.

14.3 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.

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

15 LAW & JURISDICTION

15.1 Any failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

15.2 If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.

15.3 Our relationship with you is subject to English law and you and we irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.