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TERMS AND CONDITIONS

Dance Visions – External Classes and Events – Proprietor and Sole Trader – Rebecca Saunders

Dance Visions Studios Ltd – Any Classes held at the address Units 7&8, Kingfisher Business Park, Henwood, Ashford, Kent. TN24 8DG and any external events or workshops organised by the said Company.

WEBSITE

Access to and use of our website (www.dancevisions.co.uk) is provided by Dance Visions and Dance Visions Studios Limited subject to the following terms and conditions:

1. By using www.dancevisions.co.uk you agree to be legally bound by these terms, which shall take effect from your first use of www.dancevisions.co.uk
2. Dance Visions and Dance Visions Studios Limited reserves the right to change these terms at any time by posting changes online. Your continued use of www.dancevisions.co.uk after changes are posted means you agree to be legally bound by these terms as updated and/or amended.
3. If these Terms and Conditions are not accepted in full, the use of this site must be terminated immediately.
4. English law governs this agreement and the parties agree to submit to the exclusive jurisdiction of the English courts.
5. For the purposes of this agreement, “content” means material including, without limitation, text, video, graphics and audio, published on www.dancevisions.co.uk whether copyright www.dancevisions.co.uk, its affiliate schools or a third party.
6. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use www.dancevisions.co.uk content in any way except for non-commercial personal or educational use. You also agree not to adapt, alter or create a derivative work from any www.dancevisions.co.uk content except for non-commercial personal or educational use. Any other use of www.dancevisions.co.uk content requires the prior written permission of Dance Visions and Dance Visions Studios Limited.
7. You agree to use www.dancevisions.co.uk only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of www.dancevisions.co.uk.
8. The names, images and logos identifying the www.dancevisions.co.uk affiliate schools or third parties and their products and services are subject to copyright, design rights and trademarks of the www.dancevisions.co.uk, affiliate schools and/or third parties. Nothing contained in these terms

shall be construed as conferring any licence or right to use any trademark, patent, design right or copyright of the www.dancevisions.co.uk, affiliate schools or any other third party.

9. If there is any conflict between these Terms and Conditions and rules and/or specific terms of use appearing on specific sections of the website, then the latter shall prevail.

10. Dance Visions and Dance Visions Studios Limited content, is provided “as is” without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

11. www.dancevisions.co.uk will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of dancevisions.co.uk.

12. Dance Visions and Dance Visions Studios Limited does not warrant that functions contained in www.dancevisions.co.uk content will be uninterrupted or error free, that defects will be corrected, or that dancevisions.co.uk or the server that makes it available are free of viruses or bugs.

13. You can access other sites via links from www.dancevisions.co.uk. These sites are not under our control and we are not responsible in any way for their contents.

CLASSES FOR CHILDREN (INTERNAL Dance Visions Studios)

- All termly fees must be paid in full prior to a term commencing. New joiners can join at any point through a term and joining fee and pro- rata fees must be paid in full on joining. Only in exceptional circumstances by prior agreement to the term commencing are fees accepted any later. A 20% fee will be added to your invoice if payment is late; if this is not paid the matter will be handed over to our debt collectors. Dance Visions/ Dance Visions Studios reserve the right to refuse a student entry into class if fees have not been paid. Term Times run closely with the KCC (Kent County Council) Term Dates and can be downloaded from our website or you can ask reception for a copy.
- We do not run any classes on Bank Holidays at the studios unless otherwise stated.
- As our costs are fixed, fees remain payable in cases of absence. There are no credits, transfers or reductions for sickness, holidays or any other outside commitments.
- **Fees are non-refundable.**
- Physical contact may be necessary when helping to demonstrate or correct. (with the exception of government guides on this in relation to Covid_19 at the time of the class)
- Children should arrive **promptly, correctly dressed in the required uniform** and attend classes regularly.
- Children under the age of 8 years old are not allowed to leave the studio/external class unless accompanied by an adult.

- Please inform your teacher of any injuries before class.
- If your child has a change in health, please ensure you complete a new Student PAR-Q Form available from reception and inform the reception staff.
- It is important to drink fluids at regular intervals during exercise, please pack water for your child in a plastic container (no glass). No fizzy drinks or food are permitted in the studios. Refreshments are also available for purchase at the studios in the reception area.
- During Class, children are expected to listen, and we discourage unnecessary talking. If a child is causing continuous disruption, they will be asked to leave their lesson and we will not refund.
- Dance Visions/Dance Visions Studios reserve the right to change fees or the timetable without prior notice. However, we will endeavour to inform parents and guardians of any changes as soon as possible.
- **EXAMS:** Only once the required standard is attained will students be put forward for examinations where applicable. Exams are not guaranteed annually. This only relates to Graded classes held in the studios. Please check with the Instructor if you have any questions regarding exams and progress.
- Dance Visions/Dance Visions Studios does not accept responsibility for items lost or stolen at outside classes or in and around the studios, although anything we do find will be placed in lost property and disposed of at the end of every term (please ask at reception).
- As part of Dance Visions/Dance Visions Studios your child will be participating in vigorous activity which can include activities such as dance. Due to the nature of the activity we wish to inform you that the possibility of injury does exist as with any other form of athletic activity. All reasonable care will be taken by Dance Visions/Dance Visions Studios and its Instructors.

Whilst Dance Visions/Dance Visions Studios instructors and helpers in charge of the classes will take all reasonable care of the young people, they will not be held responsible for any loss, damage or injury suffered by the pupil arising during lessons or activities with Dance Visions/Dance Visions Studios.

Cancellation Policy - CLASSES FOR CHILDREN (INTERNAL Dance Visions Studios)

Notice will only be accepted in writing using one of our official 'Notice Forms' available through reception at the studios, alternatively, you can email us (the email date will be taken as the start of the notice period); We have a 3 week notice policy. 'Three weeks' notice payment is required if your child continues to attend classes or not during this period. The 'Term Dates' are available on our website or from reception at the studios. If the notice period is not paid, interest charges will be incurred, and the matter will then be passed to our debt collectors. **By Joining, you agree to give 3 weeks' PAID notice.**

In an event that Dance Visions/Dance Visions Studios must cancel a class, we will always aim to rearrange any cancelled class. This may be on the same day of the week or a different day. **We do not give refunds if a child cannot attend the re-arranged class.**

FORCE MAJEURE - CIRCUMSTANCES BEYOND OUR CONTROL:

Where we experience circumstances beyond our control which make the opening of Dance Visions

classes impossible, we will make the decision to close the studios or classes at our discretion. Dance Visions cannot take responsibility for these circumstances, and therefore missed classes due to closure will not be refunded.

Personal Data: The Personal data included in this form will be processed (as such terms are defined in the Data Protection Act 1998 and 2018) by Dance Visions /Dance Visions Studios for the purposes of administration/research, the provision of teaching services in singing, dance, drama and gymnastics, the organisations under legislation relating to children. Dance Visions /Dance Visions Studios will not disclose this information to third parties for marketing purposes. Dance Visions /Dance Visions Studios itself may use this information to provide marketing information.

CLASSES FOR CHILDREN (EXTERNAL Dance Visions)

- All external classes are to be paid per Term or Half Term where stated by the end of the first week of term. At the end of the lesson, if you are a new student, the teacher will give you a Student Application Form, please return this filled in both sides at your next class. Payments must be paid as one full payment by online transfer. **Please make payment via bank transfer to: Dance Visions – Account number 47849665 – Sort code 60-01-21. As a payment reference please use SG – followed by your child’s full name (i.e. SG – Caroline Lees)** Cash/cheques will no longer be accepted by Spring Grove reception staff/teachers. **A 20% fee will be added if payment is late;** if this is then not paid the matter will be handed over to our debt collectors. **Dance Visions reserve the right to refuse a student entry into class if fees have not been paid on time and in full.** All other information on other classes we offer at our Ashford based Dance Studios can be found on our website, www.dancevisions.co.uk.
- We do not run any external classes on Bank Holidays, classes at the Ashford studios are also closed, unless otherwise stated.
- As our costs are fixed, fees remain payable in cases of absence. There are no credits, transfers or reductions for sickness, holidays or any other outside commitments.
- **Fees are non-refundable.**
- Physical contact may be necessary when helping to demonstrate or correct. (with exception of government guides in relation to Covid_19 at the time of the class)
- Children should arrive **promptly, correctly** dressed and attend classes regularly.
- Children under the age of 8 years old are not allowed to leave the studio/external class unless accompanied by an adult.
- Please inform your Instructor of any injuries before class.
- If your child has a change in health, please insure you complete a new Student PAR-Q Form and make the Instructor aware of the changes.
- It is important to drink fluids at regular intervals during exercise, please pack water for your child in a plastic container (no glass). No fizzy drinks or food are permitted in the class.
- During Class, children are expected to listen, and we discourage unnecessary talking. If a child is causing continuous disruption, they will be asked to leave their lesson and we will not refund.

- Dance Visions reserve the right to change fees or the timetable without prior notice. However, we will endeavour to inform parents and guardians of any changes as soon as possible
- Dance Visions does not accept responsibility for items lost or stolen at our classes, although anything we do find will be placed in lost property (please ask at the venue reception).
- As part of Dance Visions your child will be participating in vigorous activity which can include activities such as dance. Due to the nature of the activity we wish to inform you that the possibility of injury does exist as with any other form of athletic activity. All reasonable care will be taken by Dance Visions and its Instructors.

Whilst Dance Visions instructors and helpers in charge of the classes will take all reasonable care of the young people, they will not be held responsible for any loss, damage or injury suffered by the pupil arising during lessons or activities with Dance Visions.

Cancellation Policy - CLASSES FOR CHILDREN (EXTERNAL Dance Visions)

Class payments are non-refundable. In an event that Dance Visions has to cancel a class due to unforeseen circumstances or a school decision, the cost of a class missed will then be carried over for the participant into the next half term and taken off their next payment due.

FORCE MAJEURE - CIRCUMSTANCES BEYOND OUR CONTROL:

Where we experience circumstances beyond our control which make the opening of Dance Visions classes impossible, we will make the decision to close the studios or classes at our discretion. Dance Visions cannot take responsibility for these circumstances, and therefore missed classes due to closure will not be refunded.

CLASSES FOR ADULTS

- All adult classes, workshops and courses are either pay as you go or paid via a block booking or advance booking system. Please check the website www.dancevisions.co.uk and our time table or contact Dance Visions for any more information. Only in exceptional circumstances by prior agreement are fees accepted later than the agreed date. Dance Visions/ Dance Visions Studios reserve the right to refuse a student entry into class if fees have not been paid.
- Studio Term Times run closely with the KCC (Kent County Council) Term Dates and can be downloaded from our website, but **please note** that many of our **adult classes do still run in the school holidays**, ask at reception or visit the website for details.
- As our costs are fixed, fees remain payable in cases of absence for blocks, courses or bookings. There are no reductions for sickness, holidays or any other outside commitments.
- Physical contact may be necessary when helping to demonstrate or correct. (with exception of government guides in relation to Covid_19 at the time of the class)

- Please arrive promptly, correctly dressed and attend classes regularly in order to get the best out of them. **(No stiletto heels are permitted in the studios to avoid damage to the specialised floors).**
- Please inform your teacher of any injuries before class.
- If you have a change in health, please ensure you complete a new Adult PAR-Q Form and also inform your Instructor of the changes.
- It is important to drink fluids at regular intervals during exercise, please pack water for your class(es) in a plastic container (no glass). **No fizzy drinks or food are permitted in the studios.** Refreshments are also available for purchase at the studios in the reception area.
- Dance Visions/Dance Visions Studios reserve the right to change fees or the timetable without prior notice. However, we will endeavour to do our best to inform you of any changes as soon as possible.
- Dance Visions/Dance Visions Studios does not accept responsibility for items lost or stolen at outside classes or in and around the studios, although anything we do find will be placed in lost property and disposed of at the end of every term (please ask at reception).
- Fees are non-refundable.
- As part of Dance Visions/Dance Visions Studios you will be participating in vigorous activity which can include activities such as dance. Due to the nature of the activity we wish to inform you that the possibility of injury does exist as with any other form of athletic activity. All reasonable care will be taken by Dance Visions/Dance Visions Studios and its Instructors.
- Whilst Dance Visions/Dance Visions Studios instructors and helpers in charge of the classes will take all reasonable care of you, they will not be held responsible for any loss, damage or injury suffered by the student arising during lessons or activities with Dance Visions/Dance Visions Studios.

Cancellation Policy - CLASSES FOR ADULTS

In an event that Dance Visions/Dance Visions Studios has to cancel a class, we will always aim to inform you as best we can of the cancellation in the time available to us. **Our main form of communications for this is via email and social media posts, so please make sure you have supplied a valid email address and inform us if you change this at any point.**

FORCE MAJEURE - CIRCUMSTANCES BEYOND OUR CONTROL:

Where we experience circumstances beyond our control which make the opening of Dance Visions classes impossible, we will make the decision to close the studios or classes at our discretion. Dance Visions cannot take responsibility for these circumstances, and therefore missed classes due to closure will not be refunded.

Personal Data: The Personal data included in this form will be processed (as such terms are defined in the Data Protection Act 1998 and 2018) by Dance Visions /Dance Visions Studios for the purposes of administration/research, the provision of teaching services in singing, dance and drama and group fitness. Dance Visions /Dance Visions Studios will not disclose this information to third parties for marketing purposes. Dance Visions /Dance Visions Studios itself may use this information to provide marketing information.