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TERMS AND CONDITIONS

Dance Visions is made up of the following sole traders Dance Visions, DV Gymnastics and DV Kids and Teens Dance and will be here after referred to a DV.

Dance Visions – Proprietor and Sole Trader – Rebecca Saunders
DV Gymnastics – Proprietor and Sole Trader – Zara Walton
DV Kids and Teens Dance – Proprietor and Sole Trader – Jasmine Reeve

WEBSITE

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

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2. Dance Visions 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.
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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.

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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 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.

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12. Dance Visions does not warrant those 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 (with the exception of classes supplied to external schools)

- All students must be a member of DV to participate in any enrolled classes. Annual renewal is £25 a year. All termly fees must be paid in full prior to a term commencing OR ENTRY IN TO CLASS WILL BE DENIED. New joiners can join at any point through a term after trials and annual student membership fee and also pro- rata term 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. DV 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 can be downloaded from our website.

- We do not run any classes on Bank Holidays unless otherwise stated.

- As our costs are fixed, fees remain payable in cases of absence. There are **no refunds, credits, transfers or reductions** for sickness, holidays, or any other outside commitments.

- **Fees and memberships are non-refundable and rolling until we are given written notice of leaving a class or membership and enrolment.**

- 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 inform the 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.**
- 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.
- DV 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 or AWARDS:** Only once the required standard is attained will students be put forward for examinations where applicable. **Exams or Awards are not guaranteed annually.** Please check with the instructor if you have any questions regarding Exam or Award progress.
- DV 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.
- As part of DV your child will be participating in vigorous activity which can include activities such as dance, Acro or Gymnastics. 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 DV and its Instructors.
- Whilst DV 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 DV.

Cancellation Policy - CLASSES FOR CHILDREN (with the exception of classes supplied to external schools)

If you decide to cancel one or all, of your child's classes. Term payments once paid are non-refundable, so please be aware there will be no refunds for mid-term cancellations. Notice will be accepted in writing using the correct email for your class sessions.

If cancelling all your child's classes and full enrolment/membership, notice will be accepted in writing using the correct email for your class sessions. Term payments once paid are non-refundable, so please be aware there will be no refunds for mid-term cancellations. Your membership will still be valid until its renewal date.

CANCELLATION for Annual Memberships (Adult where applicable and Child Students) OR cancelling a Child Class:

Please follow the notice process that applies to your memberships below.

***Please note:** If you choose not to renew annual membership at the point of renewal, this means you will lose all benefits, discounts, and promotional offers. (Children whose membership is not renewed, will lose their space in any classes) Access to the Customer Portal will be possible only as long as one student in your account is a member.*

For PARENTS/GUARDIANS:

- **Children's Class or Membership cancellation:** Please inform us in writing of notice to leave a class/(es) or if you wish to fully cancel Annual Student Membership(s)
Reminder: Our Children's Classes run on a Membership (per student) and you must be a member to be enrolled with us. Term fees are ongoing and due for each term until written notice of Membership or class cancellation is given.

Membership cancellations will continue until their expiry date, and then will not be renewed. (T&C's apply)

Notice will only be accepted in writing using one of our official and relevant email channels. (the email date will be taken as the leaving date or as per your instructions for which class/membership you wish to cancel, please be clear with your instructions)

Following the notice process allows us to assure the renewal of a class or Membership is terminated correctly and you only receive future invoices and communication for the correct services. If we are not informed, you will continue being billed for these services and fees will still due.

Once a member leaves, we retain sufficient information to identify them for one year, at which point the account or member will be made inactive. The membership can therefore be used again if the member returns within that period and if their membership is still valid. After one year has lapsed and their information has been made inactive, if a member chooses to return and re-join DV, they will then be classed as a new member and the new annual student membership fee will once again be applicable per student.

In an event that DV 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. No refunds are given for cancelled classes, but credits are considered if the class cannot be re-arranged by us as a sign of good will where possible.

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.

FORCE MAJEURE - CIRCUMSTANCES BEYOND OUR CONTROL:

Where we experience circumstances beyond our control which make the opening of DV classes impossible, we will make the decision to close at our discretion. DV 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 DV for the purposes of administration/research, the provision of teaching services in but not limited to dance, drama and gymnastics, the organisations under legislation relating to children. DV will not disclose this information to third parties for marketing purposes. DV itself may use this information to provide marketing information.

CLASSES FOR CHILDREN (EXTERNAL Dance Visions)

- All external classes are to be booked and paid per Term or Half Term where stated, prior to the term starting. If you are a new student, please ask the school for details of how to book on to the classes and they should provide our flyer and booking links.
- **Payment must be made in advance of the first session to secure your space and online booking is essential for a space and registers.**
- **After booking and pressing pay, you can choose to pay through the booking system or the offline payment option and a Bank transfer can be made (details are given in the booking system). As a payment reference please follow the flyer instructions given out by the school.**
Cash/cheques will **NOT** be accepted at the school by the school reception staff/teachers or the Dance Instructor.
(PLEASE NOTE: We reserve the right to refuse a child entry if payments have not been made in full, or on time).

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. **No refunds, credits or transfers are given once a class is booked, so please book carefully.** 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 can be found on our website, www.dancevisions.co.uk.

- We do not run any external classes on Bank Holidays 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 ensure you 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 Schools)

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.

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.

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 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. Annual Adult Membership applies in some areas such as DV Gymnastics and is per student, with some member discounts and special offers. Please check the website www.dancevisions.co.uk and our time table or contact DV for any more information. Only in exceptional circumstances by prior agreement are fees accepted later than the agreed date. DV reserve the right to refuse a student entry into class if fees have not been paid prior to a class starting.

- **Please note that many of our adult classes do still run in the school holidays but may run on a reduced timetable, you can visit the website or email is for details.**

- **As our costs are fixed, fees remain payable in cases of absence for blocks, courses, or bookings. There are no credits, transfers or reductions for sickness, holidays, or any other outside commitments. PLEASE BOOK CAREFULLY.**

- 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 to get the best out of them. (No stiletto heels are permitted in the studios unless wearing heel guards to protect the studio floors and taps on tap shoes must be checked by the adult wearer before every class to avoid damage to the specialised floors).

- Please inform your teacher of any injuries before class.

- If you have a change in health, please insure you 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.

- DV 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.

- DV 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.

- **Fees are non-refundable.**

- As part of DV 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 DV and its Instructors.

- Whilst DV 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 DV.

Cancellation Policy - CLASSES FOR ADULTS if membership applies

If an adult member decides to cancel a membership. Membership payments once paid are non-refundable, so please be aware there will be no refunds for mid-year cancellations.

CANCELLATION for Annual Memberships (Adult Students):

Please follow the notice process that applies to your memberships below.

***Please note:** If you choose **not** to renew annual membership at the point of renewal, this means you will lose all benefits, discounts, and promotional offers. Access to the Customer Portal will be possible only as long as one student in your account is a member.*

For ADULT MEMBERS:

- **Adult Memberships:** Please inform us in writing of notice to cancel your Annual Student Membership(s)

Membership cancellations will continue until their expiry date, and then will not be renewed.

Notice will only be accepted in writing, you can email us (the email date will be taken as the leaving date as per your instructions for which class/membership you wish to cancel, please be clear with your instructions)

Following the notice process allows us to assure the renewal of a class or Membership is terminated correctly and you only receive future invoices and communication for the correct services. If we are not informed, you will continue being billed for these services and fees will still due.

Once a member leaves, we retain sufficient information to identify them for one year, after this period they will be made inactive unless they have chosen to carry on as an active pay as you go customer/student.

In an event that DV must 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 and if you can follow us on our social media platforms. **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.**

FORCE MAJEURE - CIRCUMSTANCES BEYOND OUR CONTROL:

Where we experience circumstances beyond our control which make the opening of DV classes impossible, we will make the decision to close at our discretion. DV 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 DV for the purposes of administration/research, the provision of teaching services in but not limited to dance and drama, gymnastics and Acro and group fitness. DV will not disclose this information to third parties for marketing purposes. DV itself may use this information to provide marketing information.