

SHOWSHACK TERMS AND CONDITIONS

1. General Conditions and Term Dates

1.2 Three terms of lessons are provided every year, term lengths may vary but they will start and finish within school term dates. The names and approximate dates of each term are as follows:

1.2.1 Autumn Term:

1.2.2 Spring Term:

1.2.3 Summer Term:

1.3 Our terms are based upon the provision of 10/12 lessons per term where possible. If it is not possible for us to provide a lesson on the usual day due to bank holidays, inset days, or for other reasons beyond our control we shall endeavour to reschedule the lesson during the relevant term. If that is not possible, we shall carry forward the lesson to the following term.

1.4 The exact start and finish dates for each term will be published on our website. A copy will be sent to you on request.

1.5 Your contract with us will commence on the date of the student's enrolment and will continue until terminated in accordance with paragraphs 3 or 13.

2. Supervision of Students

2.1 Students are supervised by us only whilst in their designated lesson.

3. Termination/Cancellation of Tuition

3.1 With the exception of LAMDA classes as stated in clause 3.2 This agreement may be terminated by you at the end of any term by giving at least half a terms notice prior to the end of that term (5 weeks for a 10 week term, 6 weeks for term periods exceeding 10 weeks). Notice given later than half a term prior to the end of term will require you to pay the first half of the following term. This includes all dance classes and Saturday performing arts classes.

3.2 Notice for LAMDA lessons require one full terms notice. For example, notice to cease lessons in Summer term, are to be received at the start of Spring Term (not later than week 2 of the current term). Notice given later than one term prior for LAMDA will require you to pay fees for the following term.

3.2 Notice of termination must be given directly in writing by email to the Showshack Office at admin@showshack.co.uk

4. Fees

4.1 Our charges for lessons are in accordance with our standard fees as set out on our website www.showshack.co.uk in accordance with paragraph (16).

5. Payment

5.1 Payments are all made via our booking system on our website.

5.2 Once your payment is made you will receive a confirmation email.

5.3 Once the payment has been processed refunds cannot be made.

6. This confirmation email must be brought to your first class as proof of payment.

6.1 While booking on the website we recommend you register as a returning customer and enter a password. This will mean you only fill out our registration form once.

7. Missed lessons

7.1 We do not credit lessons missed by students.

7.2 We do not credit lessons for school closures where we are not notified at least one month in advance.

7.3 School Events: We do not credit lessons missed due to school events unless the whole school is closed and we are notified at least one month in advance.

7.3.1 Our tutor may elect to reschedule lessons disrupted by school events if a large contingent of students are absent. This may not always be achievable.

7.4 Extreme weather: we do not credit for lessons that are missed due to extreme weather (e.g. lessons missed due to school closures and/or transport difficulties caused by snowfall or similar conditions).

7.5 Force majeure: We do not credit for lessons missed due to force majeure, including, but not limited to war or hostilities, riot or civil commotion; epidemic, earthquake, flood or other natural disaster.

7.5.1 During a pandemic or Covid 19 you agree to abide by our code of conduct rules which are in line with the UK Government Guidelines. These are displayed on our website.

7.5.2 During a period of lockdown due to a pandemic all lessons will transfer onto our interactive Online platform. No refunds will be issued for this change.

7.6 Save as referred to in paragraphs 9.4 and 9.5, if our tutor fails to attend a lesson due to their ill health, transport difficulties or any other reason beyond our reasonable control and we are unable to provide cover, we will then endeavour to add extra lessons back into the current term's schedule where possible, to make up for the missed lesson.

7.7 If the student is to suffer a prolonged absence due to illness or other personal circumstances please call us to discuss on 01252 723956. Alternative arrangements may be possible.

8. Parent Viewing

8.1 Periodically we invite parents to watch student productions at the end of term to showcase students' abilities, as applicable.

8.2 "Showcases" when parents are invited to view their children performing in groups form part of at least two of the scheduled lessons in the term.

9. Rescheduled Lessons

9.1 From time to time we may need to reschedule lessons, either temporarily or permanently due to bank holidays, inset days or for other reasons beyond our control.

9.2 Whilst we endeavour to minimise the inconvenience of rescheduling lessons, we reserve the right to make changes to lesson schedules.

9.3 Lesson schedule details are published at the start of each term on our website. We may inform you of any change to the printed schedule via email.

9.4 We reserve the right to change the teaching staff without notice.

10. Refusal of Tuition

10.1 We reserve the right to refuse to provide tuition to any student either temporarily or permanently, at our reasonable discretion.

10.2 Reasons for us choosing to exercise this right may include, but are not limited to: 10.2.1, 10.2.2, 10.2.3

10.2.1 late, or non-payment of fees;

10.2.2 student behaviour (or other incident) that has a detrimental effect on the lessons of other students;

10.2.3 any form of abusive or threatening language or comments made to or about a member of our staff.

10.3 Our exercising this right does not entitle the student/parent to any credit/refund of lesson fees.

11. Queries and Disputes

11.1 We will use all reasonable haste to resolve any queries or disputes regarding our service.

11.2 Please call us on 01252 723956 to let us know of your query/dispute within 24 hours of it arising;

11.3 Written notification must also be made within 7 days of the dispute or query arising.

11.4 If you have not cancelled lessons as laid out in paragraph 3 then our fees shown on your email schedule still apply.

12. Basis of Contract

12.1 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. Any brochure or advertising by us, and any descriptions or illustrations contained in our brochures, are issued, or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or any other contract between us for the supply of our services which we provide.

13. Changes to Lesson Prices and to these Terms and Conditions

13.1 We reserve the right to change the price of lessons to reflect any change in the price charged to us for use of the venue at which lessons are held.

13.1.1 Details of any such changes are published in advance, and we will endeavour to give as much notice thereof as possible.

13.1.2 We will notify you of any such changes in writing in advance of them taking effect.

13.2 If you are unhappy with either the terms and conditions or revised prices, you may terminate your relationship with us in accordance with paragraph 3.

14. Transfer of Classes

14.1 We are unable to transfer fees from one class to another unless the child has taken an exam and moves up to the next grade during the term or the teacher agrees that they are able to progress to the next grade without taking an examination.

14.2 We cannot allow fees to be transferred between classes for any other reason.

14.3 We cannot allow fees to be transferred between siblings/friends.

15. GDPR Legislation

15.1 We are GDPR compliant and take the protection of our client's data seriously. We do not share data with a third party.

15.2 We are required to act on documented instructions as the 'controller'. All data will be stored for between two and five years (emails/sms/whatsapp/facebook/written instructions) to provide a comprehensive record of exchanges between 'processor' and 'controller'. All digital documentation is password protected.

15.3 Persons contacting us via our on-line contact page, direct email, telephone call, SMS, Whatsapp are deemed to have given consent to have their data processed so we can respond to their enquiry.

15.4 By signing the registration form the client agrees to the use of photographs/pictures for the use of marketing and social media. The 'controller' agrees to remove data within one month of the written request.

15.5 In the event of a data breach, we will notify the UK data protection authority within 72 hours of finding the breach.