

Dynamic★

School of Performing Arts Ltd

Terms and Conditions Acceptance Form

Section A. Definitions – The following terms are intended to have the meanings set out below.

- **DSOPA** – means Dynamic School of Performing Arts Ltd
- **Relevant Services** – means auditions, schooling and coaching relating to applicable Dance, Acting or Vocal training provided by DSOPA.
- **Participants** – means a child/student taking part in DSOPA relevant services.
- **Teachers** – means persons employed to provide relevant services on behalf of DSOPA.
- **A DSOPA School Year** – is split into 6 half terms. Start and End dates are upon booking and availability of venues, studios, theatres etc., and timings of any showcases or other performances outside of the immediate control of DSOPA so the following should be taken as a guide only.
 - Autumn Term Mid-September – Mid October
 - Winter Term Early November – Mid December
 - Spring Term 1 Early January – Mid-February
 - Spring Term 2 Late February – Late March
 - Summer Term 1 Early April – Late May
 - Summer Term 2 Early June – Mid July
- **A DSOPA School Term** – comprises of 6/7 weekly session (as appropriate) offering a variety of classes each week bookable and payable in advance. Fees are set out below in Section F are per a DSOPA term and not per year.

Section B. Teaching Class Days and Session Times

Participants enrolled at DSOPA are exclusively trained ; therefore no attendance to any other dance school will be permitted other than by mutual agreement.

Participants will be informed in advance of the term start date which classes they are enrolled to.

Participants **must** arrive 15 minutes before the start of their class start time to ensure that classes start promptly and without interruptions from late arrivals. Late arrivals of more than 10 minutes will not be able to participate in the class due to health & safety reasons.

- Class Days and Session Times

Mondays & Fridays Classes commence from 4:15pm and run through until 8:30pm. Held at Portslade Village Centre, Portslade Old Village, Windlesham Way, Portslade.

Saturdays Classes commence from 9am and run through until 4:30pm with a 30-minute lunch break for those attending the whole day. Held at St Nicolas & St Mary's CofE Primary School in Shoreham by Sea.

DSOPA reserves the right to make reasonable changes or adjustments to the timetable set out above. Participants will be given as much advance notice as is reasonably practical of any such changes.

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Section C. Venues

- Locations, venues, studios etc. or similar places chosen for the delivery of relevant services by DSOPA and any additional performances, showcases etc. will in normal circumstances be situated in and around West Sussex. Participants will be notified in advance of the location of any additional venues they will be required to attend.

Section D. Travel

- It is the participant's responsibility to be certain prior to any payment for, or commitment to attend, classes that they can make suitable arrangements to both arrive at the venue in good time and to return home safely after their DSOPA classes. We will not allow children to leave the venue alone **without** the expressed written consent of their parent or legal guardian.

Section E. Health and Fitness

- Participants take part in DSOPA activities at their own risk and it is the participant's obligation to provide DSOPA (by way of the Medical Information Form) with any relevant information relating to medical treatments for health issues.
- Bearing in mind the physical nature of the services and activities of DSOPA if a participant has any doubt whatsoever about their suitability to take part **they must** seek advice from their GP/Medical Advisers before committing themselves to attending.
- DSOPA reserve the right to refuse participants entry to classes if they appear unwell and therefore put either themselves or others at risk.
- If a participant has vomiting or diarrhea they must **NOT** attend classes until a clear 48 hours has passed.

Section F. Fees & Payments

- **The Fee** for 1 (one) term of teaching at DSOPA is payable in advance one week prior to the start of the relevant term. Fees vary dependent on the number of classes undertaken as follows:

Package 1	One Class per week	£36.00
Package 2	Two Classes per week	£72.00
Bronze Package	Three Classes per week	£98.00
Silver Package	Four Classes per week	£127.00
Gold Package	Five Classes per week	£153.00
Platinum Package	Six Classes per week	£173.00
Ruby Package	Seven Classes per week	£197.00
Diamond Package	Eight Classes per week	£225.00
Unlimited Package	All classes per week	£265.00

NB. Shown above are the fees for a 6-week term.

(Entirely at the discretion of DSOPA, staged payment plans may be accepted.)

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Fees can be paid

- **By Direct Bank Transfer to**

Sort Code 09-01-29 Account Number 08904225

Account Name Dynamic School of Performing Arts Ltd

- **By cheque**, made payable to Dynamic School of Performing Arts and should be sent to:

20 Seventh Avenue, Lancing West Sussex, BN15 0PJ. Please note that cheque payments must be received 1 week before the invoice due date to allow for clearance of funds with the exception of new joiners. Please ensure that the child's/student's name is given as a reference.

- Our fees are reviewed annually after the end of the final summer term, we will inform participants of any necessary increases to fees and the implementation date of any changes. Please note that we aim to keep our services affordable to all and therefore try to limit increases to fees wherever possible.

Section G. Fee Credits

- During Term, in the event of a session being cancelled (for example, in the case of emergency or where extreme weather condition makes travelling unsafe) DSOPA will make reasonable efforts to reschedule that session to an alternate date. We regret that pro rata refunds or credits cannot be made for classes cancelled for circumstances beyond our control and or where participants cannot subsequently attend a rescheduled session.
- Where a session is cancelled by DSOPA for reasons which would be considered to be realistically under its control DSOPA will make reasonable efforts to reschedule that session to an alternate date. Where participants cannot subsequently attend a rescheduled session a pro rata credit will be allocated against future fees.
- Where a participant is unable to attend a session for any other reason (for example, due to illness, injury, holiday etc.) DSOPA regrets that we are unable to make any pro rata refund or credit of fees. We will authorize a **maximum of 2 weeks** absence for family holiday for which a credit will be given, any absence above this period will not be refunded as above.

Section H. Cancellation/Termination of this Agreement (Fee Refunds)

- **Prior to Term** – Where a child/student (or their Parent/Guardian as appropriate) decides to withdraw and cancel this agreement before the start date of the relevant term, after having paid fees in advance, such fees will only be refunded where DSOPA are able to fill that place prior to the beginning of the said term and in such event, less an administration fee of 25% of the fee paid.
- **By a Participant during Term** – No later than 4 (four) days after a participant in their **first** DSOPA term attends their second session the participant may give notice (in writing) that they no longer wish to complete the Term. In such circumstances, a refund of half a term's paid fees will be refunded less an administration charge of 25%. After this time, should a participant decide for whatever reason not to complete the term they shall not be entitled to any refund of fees paid.
- **Giving Notice** - ONE FULL HALF TERM must be given in writing to the Principal when

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discontinuing any or all classes. If you wish to discontinue with immediate effect, you will be invoiced to pay the following terms notice period and are responsible for the payment of fees in full regardless of attendance.

- **By DSOPA** – DSOPA reserves the right to exclude a participant from one or more classes or cancel the whole agreement with no refund of fees paid where DSOPA consider at their sole discretion that:
 - The behavior or attitude of a participant is disruptive, detrimental to themselves or impacts significantly upon the enjoyment or learning opportunities of other participants; and or,
 - Non- Attendance at more than one class session without reasonable justification or advance notice; and or,
 - Where due fees have not been paid.

NOTE: Where DSOPA considers at any time that a participant's skills are not developing sufficiently to achieve the expected performance levels required, DSOPA will discuss on an individual basis arrangements for cancellation of this agreement including any refund of fees paid in advance.

Section I. Insurance

- DSOPA itself carries its own insurance appropriate to the delivery its relevant services during class sessions, during auditions or performance events during term times and its liability is strictly limited to these occasions. DSOPA only uses teaching or event venues which in turn have all the necessary insurances in place appropriate to the provision of their facilities when a participant is within the venue premises on an appointed teaching class day.

Section J. Personal Contacts & Medical Information Form

- The personal Contacts & Medical Form must be completed in full and signed off by the participant (and parent) as appropriate. For safety and security of the participant any subsequent changes to the information provided must be notified to DSOPA at the earliest opportunity, in writing.

Section K. Complaints

- Any complaints about the quality of the content or the delivery of DSOPA relevant services, the behavior of our teachers or our participants are taken extremely seriously. Should a participant have cause for such a concern they should contact the Principal of DSOPA, Megan Ring, in writing at the earliest opportunity providing summarized details of their grievance.
- Subject to an appropriate investigation a written response will be provided within ten working days of receipt of the original complaint.

Section L. Data Protection

- DSOPA is compliant under Data Protection Act 1998 / GDPR (as amended) and all information collected, stored and used by DSOPA in the delivery of its services is processed in accordance with the relevant Data Protection rules.
- We do not share any information any other organisation or third party.

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- A participant is entitled at any time to formally request, in writing, a copy of the data/personal information held by DSOPA about them, subject to the payment of a fee which is no greater than that amount set down in the relevant legislation.
- By signing these Terms and Conditions you are agreeing to DSOPA holding both your child and your details electronically for as long as our contract remains in place.

Section M. [Audio recording, Photography & Filming](#)

From time to time DSOPA may use audio and visual (still and film) recording equipment for: -

- Performance analysis, feedback and training purposes
- Demo/Casting reels
- Publicity leaflets/posters etc.
- Promotional CDs, DVDs, digital downloads etc.
- Other advertising and marketing methods – this may include the use of such materials on our website, our social media, other relevant or similar outlets and any carefully selected and appropriate third party digital or web based channels (for example, YouTube or similar)

The copyright for such materials remains at all times with DSOPA to be used as it thinks is reasonably appropriate, but, must not be used elsewhere by any participants past or present, or passed on to any third party, without advance consent of DSOPA.

See next page for Signatures and Acceptance.

Section N. Signatures & Acceptance

Signature Page – DSOPA Autumn Term 2017

- It is important that the participant and / or the Parent/Guardian confirm that he/she has read, understood and agrees to all the Terms and Conditions as laid out in Pages 1 – 4 of the DSOPA Terms & Conditions Acceptance Form (v1.0) of which this page (5) forms part of. Your signature(s) act as an agreement that you are happy to be bound by these terms including express acknowledgement of, and consent to, the matters set out in Section G, H & M.
- Once completed and signed please take a copy to retain for your personal records and either return just this last page **duly signed** to Megan Ring (Principal of DSOPA) at 20 Seventh Avenue, Lancing West Sussex, BN15 0PJ. Or, having signed, scan this signed page as a PDF and email it to:

info@dynamixsopa.co.uk

- I/We understand that final acceptance by DSOPA is conditional upon the completion and return of all registration forms, including this T&C Signature page; the child/student Personal Contacts and Medical Form as well as payment of the relevant fees.

Insert Full Name of Participant	
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Signature of Participant		Date:
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If, at the time of signing this agreement the participant is aged under 16 please insert the name of the lawful parent/guardian below and **that person must also sign below.**

Insert Full Name of Parent/Guardian	
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Signature of Parent/Guardian		Date:
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Signed on behalf of Dynamic School of Performing Arts Limited

Megan Ring (Principal)		Date:
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