

Wonderland Stage School General Terms and Conditions

<u>Introduction</u>

This section sets out the terms and conditions by which Wonderland Stage School agrees to provide merchandise and services to you and your child.

When you register your child via the Registration Form, 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 from us. Wonderland Stage School reserves the right to modify, cancel or append these terms and conditions and upon doing so will update the website. On booking, it is your responsibility to check the website for most recent terms and conditions. When renewing your services or products with us, the most recent terms and conditions shall apply.

1.0 Definitions

- 1.1 "The Services" refer to the weekly Saturday stage school.
- 1.2 "Workshop" refers to a one-off project, and is delivered for a certain amount of hours per day for a period of between one and five consecutive days.
- 1.3 "Stage School" refers to our weekly dance and drama classes and is delivered for a certain amount of hours during the days, specified as term dates, given at time of booking.
- 1.4 "Feedback form" is a form we will give to you at the end of your child's first term
- 1.5 "Inform", "Notify", "Communicate" and "Contact" are the processes by which we exchange information and enter into contracts regarding our products and services.
- 1.6 "Merchandise" is a physical product related to the activity and sold by us e.g. printed t-shirts.
- 1.7 "Our Website" refers to www.wonderlandstageschool.co.uk
- 1.8 "Wonderland Stage School", "we", "us", and "our" refers to the work delivered by tutors and overseen by Alice Davies.
- 1.9 "Registration form" is a Google Form we will send you and which you must complete before your child's first session and before leaving your child with us.
- 1.10 "Session" refers to any class whether it be a "workshop", "club" or any other tuition provided by us.
- 1.11 "Sibling" is a brother, sister, half-brother, half- sister, step-brother, or step-sister of a specific child.
- 1.12 "Waiting List" is a list comprising of children who wish to attend a certain project, which is over-subscribed. This list is solely held by us.
- 1.13 "You", "The Client" refers to a person or organisation who are purchasing merchandise or services from us
- 1.14 "Your child" is a child who you are parent or authorised guardian for, as registered on your registration form. "Children" shall be construed accordingly.

2.0 Workshops

2.1 Signing up

- 2.1.1 The cost of booked sessions and methods of payment are detailed on the welcome emails you will receive from Alice Davies.
- 2.1.2 Full payment is required at the time of booking.
- 2.1.3 If full payment is not received by the end of the first day, we reserve the right to suspend the child from the rest of the workshop and pursue full payment.



- 2.1.4 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of a booking at any time.
- 2.1.5 All discounts must be claimed at the time of booking. No retrospective discounts or refunds will be offered against any unclaimed discounts.
- 2.1.6 The client agrees that Wonderland Stage School may review and increase their fees from time to time.
- 2.1.7 All sums shall become due immediately on termination of this contract.
- 2.1.8 Time is of the essence with payment of fees.

2.2 Changes and cancellations

- 2.2.1 50% of the fees act as the deposit and however paid are non-refundable.
- 2.2.2 During the provision of our services, if your child misses a section or part of any service provided by Wonderland Stage School, you will not receive a refund or credit of money or alternative services.
- 2.2.3 If you cancel more than 14 days before the commencement of a workshop you are only required to pay the deposit. If you cancel less than 14 days before the commencement of a workshop you will be required to pay 50% of balance, and if less than 7 days you will be liable to pay full cost of the cancelled place.
- 2.2.4 If any payments which are due under these Terms and Conditions are not made by their respective due date we have the right to exclude your child.

2.3 Content

- 2.3.1 We reserve the right to alter, omit or substitute any part or parts of any service provided by us described in any promotional or other materials published by us or on our behalf without notice
- 2.3.2 In the event of any change to content as described above, we will have no liability to refund any part of any fees or deposit.

2.4 Waiting lists

- 2.4.1 If your child is on a waiting list, this does not guarantee a place in a particular session.
- 2.4.2 If a place becomes available on a workshop, the place will be offered to the first person on the waiting list, and so forth.

3.0 Stage School

3.1 Signing up

- 3.1.1 The cost of fees for booked sessions and methods of payment are detailed on the email you will receive when registering your child, and again on an email you will receive after your child has attended the first taster session.
- 3.1.2 Full payment is required at time of booking, unless an instalment of 3 payments across the term has been agreed.
- 3.1.3 If full payment is not received after the taster session and before the next session takes place and you have not agreed the 3 instalments payment method, we reserve the right to suspend the child from the stage school and pursue full payment as agreed at the time of booking.
- 3.1.4 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of a booking at any time.
- 3.1.5 All discounts must be claimed at the time of booking. No retrospective discounts or refunds will be offered against any unclaimed discounts.



- 3.1.6 The client agrees that Wonderland Stage School may review and increase their fees from time to time.
- 3.1.7 All sums shall become due immediately on termination of this contract.
- 3.1.8 Time is of the essence with payment of fees.

3.2 Changes and cancellations to Stage School attendance

- 3.2.1 All fees, however paid, are non-refundable.
- 3.2.2 During the provision of our services, if your child misses a section or part of any service provided by Wonderland Stage School, you will not receive a refund or credit of money or alternative services.
- 3.2.3 If you cancel your child's place more than 14 days before the commencement of term you are only required to pay 50% of fees. If you cancel less than 14 days before the commencement of a term you will be required to pay 75% of fees, and if less than 7 days you will be liable to pay full cost of the cancelled place.
- 3.2.4 You are required to give notice in writing on or before the final day of term if your child is not attending the following term. If notice is not given, the above cancellation charges given in clause 3.2.3 are applicable.
- 3.2.5 If any payments which are due under these Terms and Conditions are not made by their respective due date we have the right to exclude your child.

3.3 Content

- 3.3.1 We reserve the right to alter, omit or substitute any part or parts of any service provided by us described in any promotional or other materials published by us or on our behalf without notice
- 3.3.2 In the event of any change to content as described above, we will have no liability to refund any part of any fees or deposit.

3.4 Waiting lists

- 3.4.1 If your child is on a waiting list, this does not guarantee a place in a particular session.
- 3.4.2 If a place becomes available at the stage school, the place will be offered to the first person on the waiting list, and so forth.

3.5 Free taster session

- 3.5.1 All new participants to Wonderland Stage School are eligible for a free taster session on their first day.
- 3.5.2 The Registration Form must be completed in full prior to their taster session.
- 3.5.3 If the decision is made that your child wants to continue with Wonderland Stage School, fees for the remainder of the term must be paid before the next session. Clause 3.1 then applies.
- 3.5.4 If the decision is made that your child does not want to continue with Wonderland Stage School after the taster session, no payment will be required. Your data will be permanently deleted in accordance with our GDPR Policy.

4.0 Health and Injuries

- 4.1 We accept children on the assumption that they are in good health and it is your responsibility to alert us about your child's medical history.
- 4.2 All medication must be clearly labelled and the young person should be able to administer the medication themselves, unless another agreement has been made directly and in writing to Alice Davies.



4.3 You understand that you, or your child, make your own choices from advice given and therefore we do not accept liability for death or personal injury to any child attending Wonderland Stage School or any activity related to Wonderland Stage School whether organised by us or otherwise. Except to the extent that such death or injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

4.4 Client Obligations

- 4.4.1 The client has an obligation to inform Wonderland Stage School of any health problems and dietary requirements of children under their care (Parent or Guardian).
- 4.4.2 The client must inform Wonderland Stage School of any disabilities and medical requirements and provide the appropriate carer, assistant or equipment.
- 4.4.3 The client is solely responsible for ensuring the emergency contact details on Wonderland Stage School records are up to date.
- 4.5 Wonderland Stage School guarantee that there will be at least one qualified first aider on site.

5.0 Limitation of Liability – The Client's attention is particularly drawn to this condition.

- 5.1 This condition sets out the entire financial liability of Wonderland Stage School (including liability for the acts or omissions of its tutors) to the client in respect of
 - a) A breach or non-performance of the Contract
 - b) Negligence and misrepresentation
- 5.2 All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- 5.3 Nothing in these Conditions limits or excludes the liability of Wonderland Stage School for:
 - a) for death or personal injury resulting from negligence
 - b) for any damage or liability incurred by the client as a result of fraud or fraudulent misrepresentation by Wonderland Stage School
- 5.4 The liability of Wonderland Stage School and that of its staff is restricted to teaching time only.

6.0 Personal Property

6.1 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 Wonderland Stage School activity. Except 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.

7.0 Use of Personal Information.

7.1 Please read our GDPR Policy and our Privacy Policy for further details.

8.0 Miscellaneous

8.1 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 services superseding any prior agreements between you and us.



- 8.2 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.
- 8.3 We shall not be under any liability for any failure to perform any of our obligation under these terms and conditions if we are prevented from or delayed in so doing due to any circumstances beyond our reasonable control, provided that if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the contract.
- 8.9 The agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.

These Terms and Conditions were last reviewed on 2 September 2023.