

# **TERMS AND CONDITIONS**



**Venue: Encore @ CWR Events, Thames Street, Rotherham, S60 1LU**

## OUR TERMS & CONDITIONS

This agreement sets out the terms and conditions that will govern the relationship between us, Encore (Encore Musical Theatre Ltd) and you, the Parent/Guardian/Fee Payer. It is a legally binding agreement. These conditions are important to maintain standards and to ensure that all students gain the maximum benefit from their enrolment.

By enrolling your child at Encore, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Encore ("Agreement").

The Agreement is made between the parent/guardian/fee payer ("Parent", "you" or "your") of each enrolled student ("Student") by a Parent/Fee Payer and Encore ("Encore", "we", "our", "us") (trading as Encore Musical Theatre Ltd) and is valid at all times whilst the Student is enrolled on any Encore activity and until such time as written notice is given in accordance with these Terms & Conditions.

### 1. INTRODUCTION:

- 1.1. These Terms & Conditions apply to all our Encore schools, Intensive Classes, Workshops and any additional products and/or services offered by Encore in the future for any Student (collectively "Encore Activities").
- 1.2. For participation of a Student in an Encore Activity all Parents/Fee Payers are required to consent to these Terms & Conditions by signature or by ticking the acceptance box for these Terms & Conditions when submitting an electronic registration form online. We may update these Terms & Conditions from time to time.
- 1.3. Any changes to these Terms & Conditions require the written consent or approval of Encore.
- 1.4. A "Term" refers to a normal academic term of Encore in which a course of classes are run offering tuition in dance, drama, and singing and integrated versions of theatre skills which will be delivered during the Term (including online activities if necessary). Term classes will take place once per week for a certain number of hours, as detailed at the time of booking.
- 1.5. "Workshop" refers to a one-off course (including online activities if necessary) offering tuition in dance, drama, singing and/or other performing arts related activities which will be delivered for a certain number of hours per day for a period of between one (1) and five (5) consecutive days and can run at any time throughout the year, including breaks in between terms.
- 1.6. "Online activity" refers to online streamed lessons and online Workshops utilising the Zoom platform or alike delivered by Encore.
- 1.7. "Principal" refers to the Principle of Encore.
- 1.8. "Beginners", "Main School", "Intensive Classes" refers to class names covering classes for students 4 years to 21 years old.

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- 1.9. Encore reserves the right to determine group suitability for a child at the crossover of ages between classes based on the most appropriate class type for the individual child's skill and maturity. Fee payment will be based on the class the child is suitable for.

## **2. ENROLLMENT PROCESS & ENROLLING A NEW STUDENT IN AN ENCORE ACTIVITY**

- 2.1. To apply for a place for a new Student on an Encore Activity, the Parent/Fee Payer must agree to these Terms & Conditions and submit an application form online.
- 2.2. Each Student's place is allocated on a 'first come, first served' basis. Applications must be accompanied by the appropriate payment/transfer, as set out for each Encore Activity below ("Fee's").
- 2.3. All such terms and conditions shall be incorporated into the Agreement and shall be deemed to have been accepted by the Parent/Fee Payer upon payment by, or on behalf of, the Parent/Fee Payer.
- 2.4. Times, current Term Dates, fees and all relevant course details for booked Encore Activities will be confirmed via email for each Encore Activity.
- 2.5. From the date the fee is paid, you have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the Student's place on the Encore Activity, subject to clauses 2.7 and 2.8 below.
- 2.6. After the Cancellation Period expires, the fee is non-refundable and will be retained by Encore.
- 2.7. If the start date of an Encore Activity falls within the Cancellation Period and the Encore Activity has finished before the Parent/Fee Payer notifies Encore of their desire to cancel, then the fee is not cancellable or refundable.
- 2.8. If the start date of the Encore Activity falls within the Cancellation Period and some of the sessions of the Encore Activity have been delivered before the Parent/Fee Payer, within the Cancellation Period, notifies Encore of their desire to cancel, then the fee may be partly refunded in proportion to the number of sessions delivered.

## **3. FEE'S**

- 3.1. Fees are divided into termly Encore tuition fees (£240 per term for Main School and £150 per term for Beginners). Discounted fees will vary. Class timetables and teachers are subject to change from time to time without notice.

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- 3.2. Fees must be paid before week one of the first term for new Encore attendees. Payment must be made by Direct Debit mandate or Bank Transfer. If payment of tuition fees is not made in full or in alignment with the payment option selected at enrolment for any reason subject to any alternative agreements made with the Principal we reserve the right to suspend your membership and to exclude your child from Encore.
- 3.3. The minimum enrolment period is one term. You must pay the term fee in alignment with the option selected at enrolment by Direct Debit mandate or Bank Transfer for the minimum enrolment period unless your enrolment is terminated without liability, suspended or transferred in accordance with these terms. Encore reserves the right to change the day, time and location of the sessions. Should this be restrictive to attendance the minimum notice period will be waived.
- 3.4. Any free or discounted taster session is strictly at the approval of the Principal, subject to availability and does not guarantee a place at Encore. A free trial may not be claimed in retrospect.
- 3.5. In the event that your child is unable to attend a scheduled Encore activity, due to sickness (subject to the clause below), holiday, government restrictions or a decision by the Parent or Student not to attend, Encore is unable to offer any refund of fees paid, or make up the missed session.
- 3.6. We will suspend enrolment during the minimum enrolment period (specified in the above clause 3.3) in the event that the child is unable to attend Encore for more than one month due to his / her injury or illness. In the unfortunate event that it is medically no longer possible for the child to attend Encore we will cancel the minimum enrolment period without any further obligation to you. We may require suitable medical evidence in the form of a GP or hospital letter setting out the medical reasons in order to sanction this.
- 3.7. In the event that you do not make the enrolment fee payments when due, the right to send the child to attend Encore will be withdrawn until payment is received and brought up to date. Interest is payable (whether before or after judgement) on any sums not paid when due at the rate of 4% p.a. above the base lending rate of RBS Bank calculated daily.
- 3.8. If your account falls into arrears on more than two occasions during any one calendar year we reserve the right to terminate your enrolment with immediate effect.
- 3.9. At the end of the minimum enrolment period, your enrolment will automatically continue unless either party cancels by giving the other at least one terms notice in writing.
- 3.10. Unless Encore is otherwise notified in writing via email to [info@encoremusicaltheatre.co.uk](mailto:info@encoremusicaltheatre.co.uk) by you before the sixth (6th) week of the term, a Student is automatically re-enrolled onto the term for the following. The time of receipt (not sending) shall be the time of commencement of the notice period.
- 3.11. If you do not notify Encore before the sixth (6th) week of the term that you do not wish a Student to be re-enrolled onto the following Term, then you will remain liable for half of the full Term fees in respect of the next Term, regardless of attendance of the Student.
- 3.12. Payment is due for the next Terms fees before commencement of week one of the next term, subject to any alternative payment agreements you may have with the Principal.

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- 3.13. We reserve the right to revert to online sessions for any enforced closure outside of our control. This includes, but not limited to, national and localised shutdown due to weather, pandemic, venue availability and lockdown. Where Encore is running physical face-to-face sessions, or a combination of physical face to face sessions and online sessions, or exclusively online sessions the standard fee applies and is payable via direct debit or bank transfer.
- 3.14. If Encore is unable to accept the Student due to capacity reasons, the Student may, at the Parent's discretion, be placed on a reserve list.
- 3.15. For Workshops and Intensive classes deposits and fees may vary, please check with the Principal.

## **4. TASTER SESSIONS/TRIAL PERIODS**

- 4.1. Where a new Student is attending a term for the first time, subject to availability, Encore allows a two (2) session trial period ("Trial Period") so that the Student may try the first two (2) sessions of the Term. The Trial Period only applies to new Students and the two (2) trial sessions must be taken consecutively within the first four (4) weeks of the start of the Term.
- 4.2. You may cancel the Term within five (5) calendar days after the end of the Trial Period and if any additional fees were paid then Encore will refund the Balance to you within fourteen (14) calendar days of your cancellation minus £40 for the attendance of the trial period.
- 4.3. Once you have notified Encore that you wish to cancel, the Student may no longer attend the term.
- 4.4. If no cancellation is made in accordance with the above clause 4.2, the Agreement for the term will continue for the duration of the Term and, unless written notice is provided to Encore by the Parent before the end of the sixth (6th) week of the Term, the Agreement will automatically renew for the following Term in accordance with clause 3.11 For the avoidance of doubt, if you do not choose to exercise your right to cancel in accordance with clause 4.2 and the Student later wishes to stop attending the term during the Term, then Encore is unable to refund the Balance for the Term and notice for cancellation will take effect from the start of the next Term.

## **5. WORKSHOPS**

- 5.1. Parents/Fee Payers should contact Encore to confirm if it is organising Workshops.
- 5.2. Dates and times of Workshops will be communicated in advance on the Encore website or via Email.
- 5.3. Trial Periods/Taster Sessions detailed in section 4 above do not apply to Workshops.
- 5.4. If you cancel a Student's place on a Workshop outside of the Cancellation Period and within fourteen (14) calendar days of the commencement of the Workshop 50% of the Deposit will be retained by Encore subject to your statutory cancellation rights as set out in clause 2 of these Terms and Conditions.
- 5.5. If you cancel a Student's place on a Workshop outside of the Cancellation Period and less than fourteen (14) calendar days of the commencement of the Workshop your full deposit will be

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retained by Encore and you will be required to pay the full balance of the fee subject to your statutory cancellation rights as set out in clause 2 of these Terms and Conditions.

## **6. CONDUCT**

- 6.1. In order to avoid disturbing classes, you and your child are requested to arrive in good time. Entrance to classes may be barred to anyone arriving more than 15 minutes late.
- 6.2. A teacher may, at any time, ask your child to leave a class if he/she is jeopardising the safety or enjoyment of others or their educational experience.
- 6.3. You may terminate this agreement at any time without liability if the tuition the child is offered falls below, on more than one occasion, the standards reasonably expected to be provided.
- 6.4. You and your child must treat all Encore members, children, staff and teachers with respect and consideration. Encore does not tolerate rude, offensive, or aggressive remarks and behaviour in any way.
- 6.5. You must make yourself and your child aware of the health and safety rules of the venue and comply with the recommendations at all times.
- 6.6. Bullying, harassment, abuse or other inappropriate behaviour by you, your child or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.
- 6.7. Smoking and the bringing or consumption of alcohol and the use or being under the influence of illegal substances is not permitted anywhere in our school.
- 6.8. If you have a complaint or concern, please contact the principal directly and we will do our best to resolve the matter.
- 6.9. We may terminate your enrolment and discontinue the child's entitlement to attend Encore in the event of serious or repeated breach of these rules.

## **7. USE OF PERSONAL INFORMATION**

- 7.1. The personal data (as it is defined in the Data Protection Act 2018) of a Student and/or Parent/Fee Payer will be processed by Encore in accordance with its Privacy Policy. A hard copy of the Privacy Policy can be requested from [info@encoremusicaltheatre.co.uk](mailto:info@encoremusicaltheatre.co.uk)
- 7.2. Encore owns all the rights, title and interest in and to its websites, including software, text and media and its trade marks, logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Term or Workshop is owned by Encore.
- 7.3. Any material, scores, scripts, choreography, music and concepts from original musical theatre works created for Encore are the intellectual property of the writer/composer and must not be used or shared in relation to any external activities other than for the sole purpose of Encore Musical Theatre Ltd. Nothing within these Terms & Conditions affects or licences the ownership of these rights in any other capacity unless agreed with the Principal.

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## 8. HEALTH AND SAFETY

- 8.1. Students participate at their own risk and are obliged to inform Encore and its staff of any existing injuries or medical condition. All application forms must have any known medical conditions stated and any changes to such information must be notified to Encore immediately in writing.
- 8.2. Any medication left on the school premises must be clearly labelled and the Student should, unless Encore has agreed in writing otherwise, be able to administer it themselves.
- 8.3. If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student on an Encore Activity.
- 8.4. Students must wear suitable footwear and clothing at all times, including Encore uniform which must be purchased through Encore for all activities unless otherwise stated by the principal.
- 8.5. If a Student is unwell or has an accident requiring emergency treatment, the Parent/Emergency contact will be contacted via the emergency contact details provided on the enrolment form. This number must always be contactable whilst the Student is attending Encore Activity.
- 8.6. Parents/Fee payers are solely responsible for ensuring that the emergency contact details on Encore's records are up to date and give permission for these contact details to be stored on the Principal's phone.

## 9. PERSONAL PROPERTY

- 9.1. Encore can accept no liability for lost or damaged belongings. Students are obliged to take care of their own belongings.
- 9.2. Any items left on Encore operating premises are done so at the owners own risk and Encore can accept no liability for the security of these items.

## 10. GENERAL

- 10.1. Encore reserves the right to make changes to the timetable, the teaching staff, the advertised programme or the programme delivery mechanism (for clarity this may mean that we switch to online zoom classes) in the event of illness or other circumstances beyond our control.
- 10.2. Where a session of an Encore Activity has to be cancelled by Encore, the Principal will give as much notice as possible. In the event of a last minute session cancellation, you will be notified by email, text message, a call to your mobile phone or through a designated Encore social media site.
- 10.3. Parents/Fee Payers must ensure that they provide their Principal with up-to-date contact details.
- 10.4. It is occasionally necessary to change the time and/or venue of an Encore Activity session. This will only be done if absolutely necessary and Encore will do its best to keep class times, programme delivery mechanisms and/or locations as similar as possible but unfortunately this cannot always be guaranteed.
- 10.5. We reserve the right to use any individual or group photographs or movie shots of your child for press or promotional purposes.

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- 10.6. We reserve the right to make changes to these rules.
- 10.7. Encore may, at its own discretion, refuse a Student entry to an Encore Activity or session of an Encore Activity if it is felt that the Student's behaviour is unacceptable.
- 10.8. All Students must be collected on time after a session. Encore is unable to supervise Students after a session and consistent late collection will result in additional charges.
- 10.9. You acknowledge that the maximum aggregate liability of Encore to a Student or Parent under these Terms & Conditions shall not exceed the Encore Activity fee to which a claim relates.
- 10.10. The liability of Encore and that of its staff is restricted to class time only and then only to gross negligence.
- 10.11. Encore activity fees are reviewed both termly and annually and may be increased accordingly.
- 10.12. This agreement may be terminated if either party is in serious breach of its obligations to the other.
- 10.13. These Terms & Conditions, together with any Enrolment confirmation or Fee note constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.14. This agreement is governed by the laws of England and Wales.

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