

#### **TERMS AND CONDITIONS of tuition**

The Terms & Conditions below enable highest quality tuition and teaching staff for your child, and it is required that the Parent/Guardian agrees to abide and be bound by these. A pupil attending classes constitutes an agreement to and acceptance of these Terms & Conditions by the Parent/Guardian.

### JOINING MYBALLET ACADEMY LTD and PERSONAL DETAILS

- 1 The details required upon booking your trial class is essential for each child's acceptance into the Academy.
- You will receive confirmation of your first CLASS TRIAL once we have received your booking. Once your child has completed their first class and they wish to continue, an invoice will be raised and sent to the email address supplied. Your first invoice must be paid by the due date of the invoice. Subsequent invoices will require payment by the first day of each term or due date on the invoice. If your child does not wish to continue after their first-class trial, please email us within 48 hours of attending so we can remove your child from our system and your registration will be cancelled.
- 3 Registration fees are non-refundable or transferable once paid.
- 4 Enrolment is ongoing until Parents/Guardians inform us in writing of cancellation.
- Any changes to a child/parents' personal details MUST be communicated immediately including changes in medical details, addresses, telephone numbers and email addresses.

## FEES/PAYMENT/REFUNDS

- 6 Invoices are sent at the end of each half-term for the following half-term.
- 7 Invoices must be paid in advance. Invoices are sent for the full half-term.
- Fees must be paid by the due date written on the invoice. Failure to pay in line with these terms will result in the student being excluded from classes until full payment is received.
- 9 Payment can be made directly from the emailed invoice *by card* or *via Bank Transfer* (BACS) to:

MyBallet Academy Ltd Sort code: 08-92-99 account: 6972 8116

- 10 Refunds will not be given for non-attendance.
- 11 Full fees must still be paid if the pupil does not attend classes or is absent for any reason, such as holidays, illness, injury, auditions or other amateur/professional engagements and are not refundable or transferable.
- Refunds will be given where a class must be cancelled.
- 13 MBA will not be held responsible for monies left at reception or with teachers.
- If an invoice has not been paid within the 14 days of the due date, in accordance with Clause 9, the student will not be admitted to any classes until the invoice has been paid in full.
- 15 MBA reserves the right at any time during the term to ask students to leave a class if any fees remain outstanding after the 14-day period.

16 Examination fees cannot be refunded once a pupil is entered; if injury prevents a pupil attending an examination, it MAY be possible for 50% of the exam fee (only) to be refunded, on production of a medical letter for the RAD and Rambert Grades which is accepted by them.

#### **LATE PAYMENT OF FEES**

- a. The payer will first receive a 'Polite Reminder' written notice via email if payment has not been received 3 days after the invoice due date in accordance with these terms and conditions.
- b. A 'Second Reminder' 48hrs after the 'Polite Reminder' will be sent via email. MBA reserves the right to charge a £15.00 late payment charge, or any discounts applied to your invoice removed for that current term for unpaid fees and this will be applied, at this point to the invoice total.
- c. A 'Final Reminder' 48hrs after the 'Second Reminder' will be issued via email. At this point, without payment, your child will be refused from participating in our classes until payment has been received including any late charges/additional payments due to discounts being removed.
  - d. MBA reserves the right to deny tuition to pupils whose fees are overdue.
- e. Continual failures to comply with the above rules in Clause 9 may result in withdrawal from MBA classes.

# GENERAL - REGISTER, ATTENDANCE, ABSENCE, TIMETABLE, WATCHING CLASSES, UNIFORM

- 17 All classes are run during term time only.
- A register for each class is maintained by the teacher and records student attendance for the purposes of safety and security.
- If for any reason classes have to be cancelled by MBA due to the sickness of the teacher, a health epidemic, weather or any other unforeseen event, these classes will endeavour to be rescheduled at a later date within the term time. This may be on a different day and time from when the class was originally scheduled. When the class cancelled can be attended on the different day or is rescheduled, no refunds will be given in this case.
- Pupils who have a sustained period of absence should contact MBA to discuss fee arrangements. If dancers are injured and still wish to take part in their class, parent/guardians must inform MBA of the nature of the injury and what medical advice has been given regarding taking part in a dance class. Pupils will only be permitted to take part if a medical expert or their parent/guardian has given permission.
- 21 Applicants with an existing injury attend classes at their own risk.
- 22 Persistent lateness will not be tolerated.
- The school's timetable will be adjusted/subject to change each term, in order to offer the most convenient classes for your children.
- In order for the teacher/pupil relationship to develop and to avoid distractions, parents are requested not to watch classes. You are, of course, welcome to settle your child into their initial class.
- The correct regulation RAD and Rambert Grades uniforms should be worn at all times. For your convenience we supply the required <u>items</u>. Pupils will not be permitted to take part in their class if they do not have the correct clothing or footwear. Exceptions will only be made for new pupils for the first few weeks after which, they too will be expected to have the correct uniform. Please ensure all uniform is clearly marked with your child's name. Hair should be

tied in a neat bun before each class commences. For Health & Safety reasons NO jewellery should be worn for class.

- Parent of children under the age of 5 MUST stay in the building during their child's class.
- 27 Children under 11 must never leave the building/venue alone. If you are late collecting your child, they must stay with their class teacher or other responsible adult. All pupils MUST be collected from inside class venues. If Parents/Guardians are held up, please text the Academy on the numbers below so that pupils can be supervised until they arrive. No responsibility will be taken for pupils outside their class time.
- Photographs and videos may be taken of MBA pupils during class time, on examination days and/or at performances by a professional photographer or member of MBA staff. These will be used for promotional purposes for MBA and for no other purpose. These will be used on promotional material such as leaflets, flyers and newsletters as well as on our website and social media sites. *If you object to your child being photographed, please let us know in writing* or via email to ensure your child is not included in these events.

# RIGHT TO ATTEND, CHANGE CLASSES, WITHDRAWAL AND TERMINATION OF ATTENDANCE

- If students wish to withdraw from any classes, they are required to give 2 weeks written notice to <a href="mailto:enquiries@myballet.co.uk">enquiries@myballet.co.uk</a>. Failing this, half a term's fees must be paid in lieu of notice. -Terms are defined as academic terms.
- 30 MBA will start proceedings to collect any debts that might remain unpaid for all students including charges in accordance with Clause b.
- Change of class requests and Additional Class Requests are to be made via email. Students must not change to another class without written confirmation from MBA.

# **PERMISSIONS**

Parents are required to give permission (for students under 16) for an authorised MBA representative to give immediate necessary authority on their behalf for any medical or surgical treatment recommended by competent medical authorities where it would be contrary to the student's interest, in the doctor's medical opinion, for any delay to be incurred by seeking parental/guardian's personal consent. Parents/Guardians can opt out of this during the enrolment application.

# **DISCOUNTS**

- Discounts apply where two or more siblings attend class, see table below.
- Discount applies for one child taking multiple classes per week, see table below. This excludes private lessons, mock exams and rehearsals.
- Any discounts will be reversed, as stated in Clause b if payment is not received in accordance with Clause 9.
- In the event the eldest sibling leaves during a term, the discount will not apply at the start of the next term if only one sibling remains.

Student(s)	1st Class	2nd Class	3rd Class	4th Class	5th Class
1	0 %	5 %	10 %	15 %	20 %
2	5 %	10 %	10 %	15 %	20 %

Student(s)	1st Class	2nd Class	3rd Class	4th Class	5th Class
3	10 %	10 %	10 %	15 %	15 %

#### **WAIVER**

Physical contact may be necessary by members of the teaching faculty. If you have any concerns regarding this matter, please contact us.

## **CONTENT**

38 MBA reserves the right to alter the advertised timetable and faculty without prior notice. The information in this and any other printed or electronic brochure/notice was correct at the time of publication.

#### **DATA PROTECTION**

- a. MyBallet Academy Ltd holds information about our pupils to enable us to carry out our business as a dance education and training School. This information includes the contact details you supply to us and may also include information on examinations, courses and student records.
- b. MyBallet Academy will not disclose your information to third parties except where the law allows or requires, or where you have given your permission to do so.
- c. MyBallet Academy has a full Data Protection Policy which can be viewed at any time
- d. The use or misuse of the content of this document, without prior written permission from MBA is strictly prohibited.
- e. Reproduction in whole or in part, without written permission, is strictly prohibited.
- f. Parents/Guardians will be contacted via email or telephone about the following:
  - 1. You will receive newsletters each term via email about updates to the new timetable, events, new classes, examinations and relevant information for the following term/year
  - 2. You will receive invitations to examinations, classes, auditions, workshops and courses
  - 3. You will receive invoices, reminders and relevant information regarding fees
  - 4. You will receive our Terms and Conditions as and when these are updated
  - 5. You will receive uniform offers as well as second hand uniform and new uniform information
  - 6. You will receive general updates and information regarding MyBallet Academy that may affect your child

# AGREEMENT AND CHANGES TO THE TERMS AND CONDITIONS

By checking the box for Terms and Conditions when booking a trial with MBA, parents and guardians acknowledge their acceptance of the Terms and Conditions related to each student and their responsibilities.

MBA reserves the right to change these terms and conditions at any time for the benefit of the business, staff, or participants.

Please do feel free to contact MyBallet Academy with any queries relating to this document or regarding a pupil's progress.

Lydie Schrepfer ARAD, RAD RTS(cert), Princial