

THE VILLAGE SCHOOL OF DANCE (VSD) TERMS AND CONDITIONS

1) Payment Policy

We request payment in advance. No refunds are given for days when the student is not in attendance. As prices are fixed, fees remain payable in cases of absence from class. There are no reductions or refunds for missed classes under any circumstances (including injury, sickness or holidays). A refund will not be provided if classes have to be cancelled due to force majeure such as fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat or incident.

In exceptional circumstances an agreement may be reached to pay in arrears; however, you will still be committing to pay for the full amount.

Late Payment: Should fees not be settled on time an admin charge may be applied.

Private / Extra Exam lessons: A 48hr cancellation notice in writing via email to VSD must be given for these classes. Otherwise, fees will remain payable.

Workshops: Places are only secured once full payment has been made. No refunds apply to all workshops unless it's cancelled by VSD due to a fault on the company's behalf.

Cancellation of Classes: If classes are cancelled due to the fault of the VSD in *some* circumstances either the time will be made up, or fees will be credited to the following term's invoice. This will be done at the discretion of VSD as it will not always be possible – our venues are paid for in advance and we do not get refunded for cancellations. We will not be financially liable for classes or dates cancelled due to events beyond our reasonable control. We retain the right to change the advertised program of classes in the event of illness or other circumstances beyond our control such as bad weather.

VSD reserves the right to change fees without prior notice. However, we will endeavour to inform parents and carers of any changes as soon as possible.

2) Cancellation of Monthly Notice Policy

Notice of four weeks must be given in writing if a child wishes to cease attending lessons. Fees will still be due even if the student is unable to attend class until the completion of the notice period. Should a student leave for medical purposes (a Doctor's letter will be required in these circumstances) membership may be paused.

3) Attendance Policy

It is a fundamental necessity for the teacher/choreographer to have the time to work with the students; therefore all pupils are expected to meet a 80% minimum attendance. Parents are asked to contact us when their child is absent giving an indication of the reason.

Exam training: Students working towards examinations will be entered into the exam at the teacher's discretion. Only once the required standard is attained will students be put forward for examinations. Should their attendance fall below the minimum, we reserve the right to postpone the examination date.

Choreography for Performances: When working towards group choreography for competitions or performances, should attendance drop below 80% we reserve the right to alter students' positions and if deemed necessary, he/she will be removed from a section or the whole piece.

4) Lateness Policy

Students are expected to arrive on time. Dance is a physical activity that requires the body to be warmed up in order to execute movement safely. Late students miss the proper warm-up and therefore may sustain an injury. Students who arrive more than 10 minutes late may be asked to warm up separately to the rest of the class to ensure their safety.

5) Dress Code & Lost Property Policy

Students must present themselves in a tidy manner at all times.

Lessons: Correct uniforms must always be worn. Students that are not dressed appropriately will not be allowed to take a class. If you have any questions regarding the dress code for a particular lesson, please ask the teacher or email <u>info@danceandbeyond.com</u> Workshops: Students must wear appropriate clothing and footwear for the type of activity they will engage with during the workshop. Should the workshop practitioner deem the attire unsafe, we reserve the right to prevent the student from taking part in the activity. This is done as a matter of health and safety.

VSD do not accept responsibility for items lost or stolen, although anything we do find will be placed in lost property.

6) Behaviour Policy

During sessions, students are expected to behave in a polite manner. They are expected to listen and we discourage unnecessary talking. If a student is causing disruption to others' learning they may be asked to leave the lesson.

Any unacceptable behaviour from students and/or parents/carers will not be tolerated. Unacceptable behaviour by pupils may result in exclusion from current and/or further activities. Parents or family members may be banned from premises, events and/or performances.

7) Anti-Bullying Policy

VSD recognize that every child has the right to enjoy a life free from bullying; therefore, we will always take seriously all allegations of bullying and are committed to deal with it effectively when it does happen. We will always endeavour to work with students and parents to prevent it from happening.

8) Health and Safety

VSD take seriously their responsibility to ensure the health and safety of all participants, teachers, and volunteers; and takes appropriate measures to make sure the environment is safe for all.

The School will undertake regular risk assessments regarding premises hired and any concerns will be raised with the providers.

Dance is as an active engagement as any sport, and whilst every effort is made to avoid them, injuries can happen. The school accepts no responsibility for injuries sustained via any means other than a teacher's negligence.

9) Appropriate Physical Contact Policy

Teaching dance is a physical activity and appropriate physical contact between students and teachers in class in essential to training. VSD recognize that such physical contact is a potentially complex area, and the company also fully recognizes it's responsibilities for safeguarding students and teachers and for protecting their welfare.

The following principles and procedures are in place to fulfil the company's obligations:

a. Contact by the teacher is made with a particular awareness of the needs of each individual to assist the dancer in correcting placement.

b. All teachers will treat any physical contact with due sensitivity and care, and with due regard for the wishes of the student.

c. Contact will not involve force or the use of any instrument.

d. Teachers will be mindful of location and avoid situations where they are isolated from the student; a one to one class should be held in studios and dance areas with windows or with the parent/carer present.

e. Students and parents are encouraged to discuss any worries with any member of staff or an independent listener.

f. Both students and teachers should feel free to report any concerns to the designated safeguarding lead, Miss Nikki.

10) Media Use Rights Permission

We ask parents/guardians to grant permission for VSD to take photographs and videos of the students. No personal information is ever used or linked to the photographs.

We ask for full rights to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for fundraising, publicity or other purposes to help achieve the group's aims. This might include (but is not limited to), the right to use them in their printed and online publicity, social media, press releases and funding applications.

11) Safeguarding

Our prime responsibility is the welfare and well being of all children in our care. As such we believe that we have a duty to the children, parents/main carers and staff to act quickly and responsibly in any instance that may come to our attention.

All staff employed directly by VSD will be DBS Checked before the commencement of their employment, first aid trained and covered under VSD. PLI. Should a visitor not have full DBS clearance they will not be left alone with minors.

VSD will not disclose your contact information to third parties except where the law allows or requires, or where you have given permission to do so. We may from time to time contact you individually about other carefully selected VSD services which we think may be of interest to you.

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

Additional T&C related to Covid-19 and any other infectious disease:

1. No refund will be provided in the instances below however, in most circumstances a Zoom class would instead be offered / provided; (i) a student / designated supervisor within your 'bubble' has a suspected / confirmed case of Covid-19 (or any other infectious disease) and it becomes necessary for the whole 'bubble' to isolate and therefore classes do not operate (ii) classes have to be cancelled because a teacher has to self-isolate and VSD is unable to find a suitable cover teacher (iii) a student is unable to attend classes because they have to self-isolate (iv) we are unable to operate classes in the studios due to government restrictions to limit the spread of Covid19 (or any other infectious disease).

2. VSD accepts no liability in the event that someone who has attended the studio premises contracts Covid-19 (or any other infectious disease).

3. If you / your child has symptoms / suspected / confirmed case of Covid-19 (or any other infectious disease) then you agree to inform us immediately so that we can inform the rest of your class if necessary.

4. You / your child must not attend classes if you / they have Covid-19 symptoms: - high temperature - persistent dry cough - loss of / change to sense of taste / smell - shortness of breath

4c. If your child develops any or all of the above Covid-19 symptoms while in the school, then they must notify the teacher and make arrangements to return home immediately.

Additional T&C for online dance classes:

1. Students participate in online dance classes at their own risk and VSD takes no responsibility for any injury sustained. If you are participating in a Zoom class at home when other students are in the studio, we advise that you take extra care in selecting which exercises are suitable for your environment in consideration of space and flooring for example, because the lesson content will be geared primarily towards those students who are dancing in the dance studio.

2. The Zoom class must be accessed by a parent / carer and thereafter, children should participate in online dance classes under a 'suitable' level of adult supervision (i.e. at the discretion of the parent / carer in consideration of the age of the child and bearing in mind that VSD will not be able to act 'in loco-parentis').

3. Appropriate security and privacy settings should be set on your home internet and device.

4. Students should wear suitable dance clothing and footwear with hair properly tied back and no jewellery.

5. Please ensure you clear a safe space in which to dance. Move away any sharp or breakable objects and try to make flooring as suitable as possible. VSD takes no responsibility for any injury sustained or damage to personal property.

6. The class is intended for only the student who is enrolled, not other family members / friends who may not be of the appropriate ability. Students should perform movements suggested by the teacher within the remit of own capability and should not attempt any movement which they don't fully understand or feel confident executing.

7. Any student with an existing injury participates at their own risk. We recommend that you follow medical advice with regard to suitability of the class content with reference to your particular injury. We should be advised about any existing injury at the start of each class the student attends.

8. We are not able to administer first-aid, therefore please ensure you make your own provision.

9. Whilst only those students who are enrolled in our live online classes will be given access to participate, VSD take no responsibility for any security / privacy / breach of data issues which may arise through use of Zoom or any other online platform.

10. If a technological issue from our side or your side results in you / your child missing or being late for a class, unfortunately, we will not be able to offer refunds / transfer fees, or offer make-up classes.

11. Film footage or photographs of your class may not be posted on your own social media or shared unless the image is of ONLY you / your own child.

12. We may use still and moving images of you / your child participating in an online dance class for marketing purposes which may include usage on social media.