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### 1.1 Data protection

1.1.1 Amy-Leigh Academy of Dance, (A.L.A.D.) needs to collect and use certain types of information about the Individuals or Service Users who come into contact with it in order to carry on its work. This personal information will be collected and dealt with appropriately whether is collected on paper, stored in a computer database, or recorded on other material and there are safeguards to ensure this under the Data Protection Act 1998, and under the newer EU General Data Protection Regulation 2018.



1.1.2 Your express consent will be required, your rights under Law will be respected, and copies of A.L.A.D.'s Policies pertaining to Data Protection & Privacy are available upon request.

## 1.2 **Definitions**

- Event
  - o Regularly scheduled Event or series of Events
  
- Special Event
  - o Specially scheduled Show
  
- Free Trial
  - o Free limited use Trial based on Student Age Group & Style of Dance Event attended
  
  - o Utilised for Non-Registered prospective students who wish to experience Dancing with A.L.A.D. but haven't yet decided to commit to purchasing their 4 Week Rolling Registration
  
- Principal
  - o The Owner of A.L.A.D, Amy-Leigh Sellers
  
- Cross-Training
  - o Students who participate in any combination of Events



### 1.3 Registration Types

#### 1.3.1 Free Trial

1.3.1.1 A.L.A.D. operates a Free Trial within defined usage parameters for prospective students who wish to experience Dancing with A.L.A.D but who haven't decided to fully commit to a 4 Week Rolling Membership

- The Free Trial is based on Age Groups & Dance Style Events

#### 1.3.1.2 The Free Trial is valid:

- For a Maximum of 1 weeks\* from the initial attendance at a selected Event
  - o \*Irrespective if the maximum number of Free Trials haven't been utilised
- Or;
- o Until the Student chooses to Register for term courses.

1.3.1.3 With Free Trial attendees, the Terms of this Agreement are not fully binding, but there is an expectation from A.L.A.D. that prospective Students observe & obey all Regulations as if they were already a Registered Student.

#### 1.3.2 Term time courses

1.3.2.1 From 2023 The A.L.A.D will operate a term time course booking to be booked and paid in advance. Workshops will also be available to book on the website when applicable, to be booked and paid in advance.

- o The cost of extra classes (Private Lessons) may also be added to any invoice, or requested separately)



## 1.4 Commencement of Agreement

1.4.1 Except during a Free Trial (1.3.1) your Registration (1.3) will commence on the date you pay your initial fee or set of fees (1.9.1) and shall continue for the specified duration as set out in your Registration Agreement, unless extended or cancelled (1.9.6) in accordance with these Registration Terms and Conditions.

## 1.5 General Terms

1.5.1 Your Registration is personal to you. You must not share, sell, lend, or otherwise allow another person to use your Registration. Any person found to be doing so shall have his/her Registration revoked immediately (1.9.7) and be barred from attending future A.L.A.D. Events, Special Events and Examinations for a period of no less than 12 months.

1.5.2 If you have a disability and require assistance from an appointed Carer (may or may not be a Parent/Guardian) to use A.L.A.D.'s services, your appointed carer may have free access to A.L.A.D.'s services under your Registration when using our services with you. Please discuss your requirements in confidence with the Principal (1.8.3) when appropriate.

1.5.3 You agree to advise us promptly of any change to your Member details, as provided on your Registration Agreement (1.14)

1.5.4 A.L.A.D. may offer special concessionary rate(s) from time to time for which; the Principal, at her discretion may apply to whom she chooses; or to require an applicant to provide us with evidence, to our satisfaction, of their eligibility for the concessionary rate(s)

1.5.5 Acceptance of an application for Registration is solely at the discretion of the Principal and reasons need not be given for refusal.

## 1.6 Health, Well-being & Safety

1.6.1 Safe Guarding Practices



1.6.1.1 A.L.A.D. takes the Safe Guarding of its' Students very seriously and upon attending any facility in use by A.L.A.D. you may be required to verify your identify with suitable Picture Identification (Driving Licence, etc.) before entering the facility and/or collecting any Student or Groups of Students under the Age of 18.

1.6.1.2 This Recording of Identity may be notated in any Register taken by A.L.A.D. and if required, be used as evidence in in any Police Investigation

## 1.6.2 Declaring an Injury/Illness

1.6.2.1 Students must inform the Principal (1.8.3) of any injuries or illness prior to any Event commencing.

1.6.2.2 Physical contact or extensive physical exertion may be necessary when helping to demonstrate or correct dance movements and A.L.A.D. may not be held liable for any injuries whosoever caused during any part of any Event, if a Student (or Parent/Guardian) hasn't declared the full extent of any injury (1.13)

## 1.6.3 Reporting Issues or Concerns

1.6.3.1 The owner of A.L.A.D, Amy Sellers is happy to address any concerns with parents/guardians, students and prospective students as and when they occur, on an informal or formal basis, and in confidence (1.8.3). However, please arrange to do so at a convenient time for all\*

➤ \*except in Emergency Situations, where immediacy of communication is paramount to potentially saving Life or Lives



1.6.3.2 Alternately, you may address your concern to an Authorised Volunteer of A.L.A.D., who may be able to provide answers; or they may defer your query for Amy to resolve at a later time & date.

## 1.7 **Respect for A.L.A.D. and others'**

### 1.7.1 Bullying & Abuse

1.7.1.1 A.L.A.D. has a duty of care for its people, including, but not limited to, its owner (Principal), its volunteers, its students, its parents/guardians of students, its visitors, and others who may wish to use its Services; and will not tolerate the following directed towards persons' in A.L.A.D.'s care; and/or towards any member of the A.L.A.D. Team

- Bullying in any form (Psychical, Mental, Emotional, etc.), both online & offline
- Foul Language or Foul Gesturing
- Increased vocal expression or non-passive physical contact
- Threatening Behaviour(s) and/or Attitudes

1.7.1.2 Any person found contravening these concepts may:

- Be reported to the Police
- Be required to remove themselves from a location in use by A.L.A.D.
- o Failure to comply will result in the Police being called.

1.7.1.3 If the abuse is found to have been committed by a Non-Registered or Registered Student of A.L.A.D, or Parent/Guardian of an A.L.A.D. Non-Registered or Registered Student, that student may have their Registration revoked immediately (with loss of all benefits, deposits/monies paid, etc.(1.9.7)) and be barred from



attending future A.L.A.D. Events, Special Events and Examinations for a period of no less than 12 months.

### 1.7.2 **Uniform:**

1.7.2.1 Dancing is an especially energetic activity using many groups of muscles, tendons, ligaments & skeletal movements in harmony. It is especially important that the correct uniform is worn to avoid any unwanted injury to our students

1.7.2.2 A.L.A.D. requires that all its' Registered Students wear the appropriate uniform when attending any Event/Special Event and for its duration. If a Registered Student forgets their Uniform, or any essential part of the Uniform, the Principal may, at her discretion refuse entry to the Student and still charge the standard fee for their attendance.

1.7.2.3 If a Registered Student has a disability or medical condition (1.6.2) that precludes their wearing the uniform, or any essential part of the uniform either for a defined period of time, or for a sustained un-defined period of time, the Principal may, at her discretion, providing prior Notice has been provided (1.8.3), permit the Student to participate wholly, or in part in an Event(s) and without penalty.

### 1.7.3 **Discipline & Conduct**

1.7.3.1 Dancing is an especially energetic activity and may require physical contact between participants to demonstrate, correct or emphasise movement(s), posture(s), and position(s) and as such, Students are expected to comply with instructions implicitly as there may be reasons for the interaction that the Student may not fully comprehend.

1.7.3.2 During these interactions, A.L.A.D. will not tolerate "back-chat", i.e. comments, attitude or behaviours that demonstrate a lack of respect for the Principal's Authority. Examples of this type of behaviour and/or attitude may constitute a breach of A.L.A.D.'s Terms & Conditions (1.7.4)



1.7.3.3 If however, a Student requires a deeper explanation of the interaction to gain understanding, or to encourage learning, the Principal will be happy to answer pertinent questions then & there, or at a more suitable time/location (depending on the needs of the Business)

1.7.3.4 Whilst an Event is in progress, those Non-Registered & Registered Students' (and/or Parents/Guardians) not expressly involved are required to act & behave in a manner that doesn't constitute any Health & Safety breaches, to not bring disrepute on A.L.A.D.'s reputation, nor to act maliciously and/or without aforethought.

1.7.3.5 Failure to obey reasonable discipline, or to display inappropriate conduct may result in the Non-Registered or Registered Student (and/or Parent/Guardian) being removed from an Event for its duration; be issued with a Warning (1.7.4.2); and/or may constitute a material breach of this Agreement, resulting in their Registration being summarily cancelled (1.9.7)

#### 1.7.4 Disciplinary Code & Warnings

1.7.4.1 Where possible, any disciplinary matters will be dealt with when they occur by the Principal and no further action will be taken, nor reprisals sought.

1.7.4.2 Where a situation is deemed by the Principal of sufficient seriousness to warrant further action, the following could occur:

- First Warning (Amber)
  - o Incident demonstrated a basic disregard of A.L.A.D.'s ethos, ethics, expectations or regulations
  - o Written & Valid for 1 month
  - o One further Warning received within the 1 month automatically constitutes a Final Warning





- o One further Warning received within the 1 month automatically constitutes immediate Cancellation of Registration (1.9.7)

- Final Warning (Red)

- o Incident demonstrated a consistent or determined disregard of A.L.A.D.'s ethos, ethics, expectations or regulations

- o Written & Valid for 3 months

- o One further Warning received within the 3 months' automatically constitutes immediate Cancellation of Registration (1.9.7)

- Immediate Cancellation of Registration (1.9.7)

- o Incident had the potential to cause a loss of Life/Lives

- o Incident comprises Police involvement, Bullying, Illegal or Immoral Acts, Threats of Violence/Actual Violence (This list is not exhaustive)

- o Written & Validity of not less than 12 months

1.7.4.3 The principal, at her discretion, may investigate each occurrence and base her decision of any subsequent Warning or Cancellation of Registration on the testimony of others' that were directly involved, or had observed the incident.

1.7.4.4 The decision of the Principal in each case is Final and there is no right of appeal.

## 1.8 **Register, Attendance & Absence**

1.8.1 Register



1.8.1.1 A register for each Event is maintained by the Principal or Authorised Volunteer for the purposes of Health & Safety (1.6), Security (1.6.1) and Attendance/Non-Attendance (1.8.2)

## 1.8.2 Attendance/Non-Attendance

1.8.2.1 Dancing is a physical exercise that demands constant commitment to gain excellence and A.L.A.D. expects its Registered Students to make every effort to attend each scheduled Event wherever feasible. However, A.L.A.D. understands that sometimes due to sickness, holidays, Family commitments, etc. that not every Event can be attended.

## 1.8.3 Principal's Contact Details

- Mobile Phone: - 07758129120
- Email: - amyleighacademyofdance@gmail.com
- Facebook: - <https://en-gb.facebook.com/AmyLeighAcademyofDance/>

## 1.8.4 Absence due to Family/Medical Emergencies/Long-Term Illness

1.8.4.1 Where a valid Medical Emergency/Long-Term Illness is declared, A.L.A.D. will "Freeze" (1.9.4) your Registration for the duration of 2 months and hold it in stasis until you:

- Are able to Return (1.9.4)

Or;



- Cancel your Agreement (1.9.6, or 1.9.7)

1.8.4.2 If a Registered Student wishes to return to dancing with A.L.A.D. after a long-term illness, the Principal may, at her discretion, request a confidential discussion with all parties to see if returning to dance is recommended. Evidence from medical professionals may be required and any such evidence will be treated in the strictest confidence.

## 1.9 **Payments & Renewal of Agreement**

### 1.9.1 Registration Fees And Charges & Cancelling your registration at A.L.A.D-

All registered students at A.L.A.D must cancel their registration if you are not returning to classes after a half term.

- Not completing a booking is not deemed enough communication for us to withdraw your child from official registration.
- A.L.A.D must be informed before the start of the next term of students cancelling their registration to anticipate numbers and offer any spaces out to dancers on the waiting list at the start of each term.
- After cancelling your registration at A.L.A.D if you choose to re-register, within the first 3 months from the date of your previous registration, additional charges will apply. During the time of inactive registration, spaces for students will not be held and if a student wishes to return, they will be added to the waiting list.
- At A.L.A.D we encourage structure for each student and discipline across all classes to assist the dancers progress. Therefore, at A.L.A.D classes do not work on a 'book as you go' basis and we do not recommend students missing classes for a whole term. We understand in some cases there are exceptional circumstances.

### 1.9.2 Active Registration-

- At least one class is to be attended by the active registered student each term at A.L.A.D or your registration is deemed inactive and will be cancelled.



1.9.3 You agree to pay the required Registration Fees in accordance with your Registration Agreement

1.9.1.3 1.9.1.3 Fees are Non-Refundable/ including for any absences/self isolating to COVID19.

- Except in special circumstances and;
  - At the Principal's discretion and;
  - Her decision is Final
- o Term course fees and workshops are non-refundable (1.9.1.2)

1.9.2 Renewal & Re-issuing of Agreement

1.9.2.1 Each year, this Agreement will be reviewed and updated accordingly and will be sent directly to your email.

- This Renewal will allow A.L.A.D. to:
  - o Ensure that you have been made aware of any changes to this Agreement
  - o Ensure that any changes are reflected in the Renewal Agreement
  - o Ensure that A.L.A.D. continues to offer a comprehensive Service & commitment to its Patrons

1.9.3 Automatic Renewal



- You exercise your Right to Cancel (1.9.6)
- You declare a Medical Emergency/Long-Term Illness (1.8.4) and your Registration is “frozen” (1.9.4)

#### 1.9.4 **Freezing & Unfreezing a Registration**

1.9.4.1 Where applicable a Registration may be “Frozen” by the Principal for a number of reasons including, but not limited to:

- A declared & valid Family/Medical Emergency/Long-Term Illness (1.8.4)
- Disciplinary Code Violations (1.7.4)

1.9.4.2 As Fees are non-refundable (1.9.1.2) any such “Frozen” Registration Fees already paid may be held by A.L.A.D. until such time as:

- A declared Family/Medical Emergency/Long-Term Illness (1.8.4) has been affirmed as “finished”, and the Student may return; in which case:
  - o Paid fees will be utilised by A.L.A.D. as if the Family/Medical Emergency/Long-Term Illness hadn’t occurred and;
  - o The Registration (1.3.2, or 1.3.3) will be “Un-frozen” & continue as normal
- Any Disciplinary Code Violations (1.7.4) have lapsed; in which case:
  - o Paid fees will be utilised by A.L.A.D. as if the Disciplinary Code Violation hadn’t occurred and;
  - o The Registration (1.3.2, or 1.3.3) will be “Un-frozen” & continue as normal



Or;

- Any Disciplinary Code Violations (1.7.4) have progressed significantly enough to cause A.L.A.D. to cancel an Agreement (1.9.7); in which case:
  - o The Student (and/or Parent/Guardian) forfeits all rights to paid monies and;
  - o Will be required, where applicable to settle all outstanding debt(s) (

#### 1.9.5 Late Fees Fine(s) & Remedial Action

1.9.5.1 Failure to advise the Principal in advance of any non-attendance will result in a fine of The Event Fee per scheduled Event for the duration of your absence being added to any outstanding payment amount, except where:

- You cancel your Agreement in accordance with these Registration Terms and Conditions (1.9.6);
- You declare a valid Medical Emergency/Long-Term Illness (1.8.4);
- You inform the Principal within the specified Time Frames of any proposed Non-Attendance (1.8.2, 1.8.3)

1.9.5.2 If you fail to pay any monies due under your Registration Agreement or if returned unpaid (or any cheque is returned unpaid or if any other form of payment is not honoured) for whatever reason, we may at our discretion refuse you entry to our Event(s); and/or charge you an administration fee of up to £10 on each occasion we seek such payment from you in addition to any standard fees.

1.9.5.3 Any failure to pay a debt due to A.L.A.D. may result in; your Registration being Cancelled (1.9.7); you being refused Registration in the future; and may incur Legal action for recovery of any debt(s)



1.9.5.4 Any such Legal action will incur costs to A.L.A.D. and these will be also sought, which will be added to any outstanding debt(s) for recovery.

## 1.9.6 **Your Right to Cancel Your Registration**

### 1.9.6.1 Free Trial Registration

- If you so choose, you may cancel your Free Trial without penalty at any time during its' 2 Week validity (1.3.1)
  - o Please advise the Principal (1.8.3) as soon as possible if you wish to take this course of action.

### 1.9.6.2

- o Events attended during the 4 Weeks' Notice Period will require full payment as per these Agreement Terms and;
- o Failure to provide adequate Notice in Writing may result in A.L.A.D. seeking full payment for any Events' occurring during your Notice Period irrespective if they have been attended or not.

## 1.9.7 **Cancellation By A.L.A.D.**

1.9.7.1 Without prejudice to any other rights or remedies which each party may have, A.L.A.D. may cancel this Agreement immediately on giving Notice to you if you are in breach of these Registration Terms and Conditions.



1.9.7.2 A.L.A.D. may cancel your Registration immediately should you harass, threaten or abuse any other person under the care of A.L.A.D., maliciously damage any property/facilities, or should you commit any illegal or immoral act whilst on facilities in use by A.L.A.D (1.7)

1.9.7.3 In the Event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits you from exercising for a period of three consecutive months or longer, upon appropriate evidence of such illness, injury or medical condition being provided, A.L.A.D. will Freeze your Registration

## 1.10 Event Cancellation

1.10.1 Events or Special Events may be cancelled for educational, practical, business and extraneous reasons, e.g. where student numbers are expected to be so low that the student learning experience will be harmed, or where ALAD is unable to resource an Event, or where an Event will not be economically viable, or where Outside Factors seriously impact the running of the Event (power cut, inclement weather, etc.)

1.10.2 ALAD endeavours to run all the Event/Special Events it advertises but sometimes this is not possible due to reasons beyond its control.

1.10.3 In order to minimise the inconvenience and expense of Event/Special Event cancellation to Service Users, ALAD will:

- Warn you with expediency using (Email, Text, Social Media, and Word-of-Mouth etc.) during a Critical Failure outside of its control that will cause an Event/Special Event to be curtailed mid-way through.
- Warn you in advance where possible via selected communication (Email, Text, Social Media, etc.) If an Event/Special Event is at risk of cancellation due to failure to achieve critical numbers;
- Use its best endeavours to recruit sufficient Service Users to be able to run the Event/Special Event;





- Take into account Service Users educational experience, and the circumstances of individuals who have accepted a place on/in the Event/Special Event in making a decision in relation to cancellation;
- Provide Service Users with help and advice in relation to finding an alternative Event/Special Event to participate in.

1.10.4 If the Event is cancelled -ALAD will either:

- Defer the cost incurred by the Service User of the Event/Special Event towards other Event/Special Events;

Or;

- Refund fees paid to participate in an Event/Special Events
  - o Fees paid for miscellaneous expenditure to specifically attend an Event/Special Event for Service Users and/or Guests (including, but not limited to: parking, clothing, mileage, fuel, food, drink, etc.) will not be reimbursed and are wholly the responsibility of the Service User

1.11 Photo, Video & Sound Recording: Parent or Guardian Consent

1.11.1 Amy-Leigh Academy of Dance (A.L.A.D.) runs regular Events and occasional Special Events, where the use of technology to record & store Photo, Video & Sound Recording is used for educational, coaching and/or promotional purposes.

1.11.2 During Events/Special Events A.L.A.D. makes every effort to ensure that only authorised persons' or selected authorised professionals record material, as it must be collected and dealt with appropriately, and there are safeguards to ensure this under the Data Protection Act 1998, and the General Data Protection Regulations 2018.

1.11.3 Under these Agreement Terms, Parental/Legal Guardian permission and consent is required for the following:

- 'Child': a person under the age of 18;



- ‘Vulnerable adult’: a person aged 18 or over and by reason of disability, age or illness; is unable to protect himself or herself against significant harm or exploitation.

1.11.4 With the advent of Instant Access to the Internet via Mobile Phones, Tablets, etc. it is difficult to ensure that members of the Audience comply with the “No-Recording instructions” and A.L.A.D. accept no liability in any respect of any un-authorized recording, storage and/or transmission of material for which you’ve not given explicit consent.

## 1.12 Application Of Conditions And Our Obligations

1.12.1 These Registration Terms and Conditions shall prevail over any inconsistent terms or conditions contained or referred to in your Registration Agreement or implied by law, trade custom, practice or course of dealing. This will not change your statutory rights.

1.12.2 A.L.A.D. may, from time to time and without Notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services.

1.12.3 You acknowledge that we may make reasonable changes to the codes, protocols and policies applicable to A.L.A.D. at any time and at our discretion provided that we give you suitable Notice of the changes.

1.12.4 A.L.A.D. shall notify you of any changes in the manner we deem most appropriate, which may include emails to the email address you supplied on joining, updates to our website or signs within the facilities, as deemed appropriate.

1.12.5 A.L.A.D. shall use reasonable endeavours to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.

1.12.6 Any complaints should be brought to the attention of the Principal or nominated Authorised Volunteer, who may instigate an investigation; the results of



which may or may not be communicated at a later date. Confidentiality, impartiality and anonymity will be maintained throughout.

### 1.13 Limitation Of Liabilities

1.13.1 A.L.A.D. may at its' discretion, refuse to administer a further Free Trial period (1.3.1) if you have already partaken one Free Trials in the preceding 12 months; and require you to directly join the 4 Week Rolling Registration (1.3.3) in lieu of any such request.

1.13.2 A.L.A.D. shall not be liable for any services offered by any third parties, whether they be hired, employed, Contracted/sub-contracted or invited by A.L.A.D.

1.13.3 Subject to the other provisions of this Limitation of Liability Clause, A.L.A.D. shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Agreement.

1.13.4 A.L.A.D. may not be held liable for any injuries whosoever caused during any part of any Event, Special Event of Examination if a Student (or Parent/Guardian) hasn't declared the full extent of any injury to the Principal (1.8.3)

1.13.5 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

1.13.6 Unless set out in these terms, any Notice or other communication to be given by you to us under the Agreement must be delivered in writing to the Principal (1.8.3); We will give Notice to you under the Agreement using the email address supplied by you on as per your Registration Agreement Form (1.14.)



1.13.7 A person who is not a party to the Agreement shall not have any rights to enforce its terms, except where the Agreement is for a person under the Age of Consent (18) and their Parent/Guardian is signing on their behalf.

1.13.8 If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

1.13.9 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

1.13.10 A.L.A.D. will not be liable for any loss, damage or theft, whatsoever caused, of any property; nor any loss/damage to, or theft from any vehicle, whatsoever caused, at any facility utilised by A.L.A.D

1.13.11 The above limitations do not affect your statutory rights.