

# SSD TERMS & CONDITIONS.



## DISCLAIMER:

Students, staff and parents must all follow a respective Code of Conduct. Furthermore, the aforementioned individuals must also follow all other school policies whilst attending SSD, SSDHQ or any other event/offering associated with Simon Says Dance Ltd. By either: submitting an application form, allowing your child to attend a class, attending a class yourself, being within SSDHQ premises or premises in which SSD operates, you hereby agree to the below Terms and Conditions and accept that you will follow the Code of Conduct in place and any other supporting policies for SSD/SSDHQ. Simon Says Dance Ltd. nor any of its Directors, Staff or Volunteers accept any responsibility for the negligence of any party in following these policies and their principles. All policies are viewable at any time on our website: [www.simonsaysdance.com](http://www.simonsaysdance.com)

## SECTION 1 - FEES:

1.1. Fees are payable by term

1.2. Students must commit to the term in full with the intention of attending all classes - the term must therefore be paid for in full, even if only attended in part

1.3. Fees must be settled in full **BEFORE** the start date of each respective term/offering, unless paying by instalment

1.4. If paying by instalment, payment amounts/dates must be agreed by email before the term starts and first instalment payment made before the term start date. The final balance must be settled by the date specified by us

1.5. Fees will only be prorated when a student starts during a term - in such cases fees must be settled at the time of booking to secure the space, unless paying by instalment - in which case payment terms must be agreed with us at the time of booking and first payment made within 3 working days of the booking being made

1.6. We will endeavour to send term information, including cost and payment details, at least 2 weeks in advance of a new term

1.7. If you have a credit balance with us, these will automatically be kept on file for future bookings made - refunds will only be made in accordance with Section 3 below

1.8. Payment of fees can be made via cash at the class, online bank transfer or via the Class4Kids portal - for bank transfers, our account details can be found via the Class4Kids checkout screen underneath 'Alternative Payment Methods' or by contacting us for details. *Note that instalment payments can only be paid in cash or via online bank transfer*

1.9. Any cash amounts issued to SSD must be within a sealed envelope, marked with the amount being paid and the name of the student written on the front and only ever issued to a member of SSD Staff

1.10. Simon Says Dance issues e-receipts via the Class4Kids booking system - this may go to your junk mail, so please check this often

1.11. Failure to make payment of your balance due (or towards it) by the date required will result in your child being removed from the class register without notice

**NOTE:** Payments made by online bank transfer should be referenced with your child's forename initial and surname only. If this is not possible, you must email [info@simonsaysdance.com](mailto:info@simonsaysdance.com) to inform us of the payment reference. Failure to do so may result in the payment being unidentified, your amount due being marked as outstanding and a late payment charge being added. In such cases, we may contact you to notify that a payment has not been received. Sometimes we can innocently miss payments made by bank transfer and may send you a reminder in error, please correct us if this happens.

## **SECTION 2 - LATE PAYMENTS:**

2.1. Any overdue fees are subject to a 10% late payment charge (10% of the overall total due)

2.2. We will send the Booker 1x email and 1x text message reminder of fees due

2.3. If we do not receive payment or contact from the Booker within 7 days of a reminder being sent (per clause 2.2), we will send a final demand letter to the address provided at the point of registration

2.4. If we do not receive payment or contact from you within 14 days of sending our final demand letter, we will pass your details to professional services who will be engaged to pursue the amount(s) overdue

NOTE: It is the responsibility of the Booker to ensure they have informed SSD of any changes to contact details.

## **SECTION 3 - REFUND POLICY:**

3.1. Refunds will not be given for non-attendance of the term unless certain circumstances arise - any refunds considered will be at the sole discretion of Simon Says Dance Ltd

3.2. In cases of illness: if a student misses 4 consecutive classes and is unable to attend the remainder of term, a 90% refund will be given. This will only be provided in cases of illness and as such, a medical note should be provided to be eligible for a 90% refund. If a medical note is not provided, the full term amount is applicable as per normal circumstances

3.3. SSD cannot and will not provide refunds for holidays or other commitments

3.4. SSD cannot and will not issue refunds to those who leave mid-term, unless the illness clause above applies

3.5. In the event that our offerings must be adapted due to Force Majeure, we will aim to provide alternative offerings in line with our Terms set out in Section 4 - in these circumstances refunds will not be issued

3.6. Platform fees for payments made through Class4Kids are non-refundable - we can only refund you the total amount for the services you've booked and we cannot refund you the platform fee paid when booking through Class4Kids e.g. an offering costs £60 plus £4 platform fees = £64 - you will only be refunded £60 as the £4 is the cost to facilitate your transaction via the payment handler Stripe

3.7. In the event that we refund you under certain circumstances for any payment/bookings made via Class4Kids, you will only be refunded the cost of the services you booked in line with the example above (clause 3.6) and platform fees will remain non-refundable

## **SECTION 4 - REGISTRATION, ATTENDANCE AND ABSENCE:**

4.1. A register for each class is maintained by the teacher who records student attendance for the purposes of health & safety and security - we will only ever share a child's details with emergency services as required

4.2. Students are expected to attend the full term and should only miss classes if they are unable to attend due to illness

4.3. Parents should inform Simon Says Dance if their child is not able to make 2 or more classes, by email

4.4. If a student fails to attend class on 2 or more consecutive occasions without notice/reason, they will be automatically removed from the class list

4.5. If an offering is cancelled due to the sickness of a teacher, a health epidemic or any other seen or unforeseen event, SSD will endeavour to reschedule/rearrange the offering or provide an alternative. This may be on a different day/time or both from when the offering was originally scheduled and might involve an extension to the term-time dates. The rescheduled/rearranged offering may also be at a different venue within a reasonable distance from the original. SSD will consider offering online alternatives where physical offerings are not possible. No refunds will be given if an offering is rescheduled/rearranged or an alternative is provided

## **SECTION 5 - AUTO-ENROLMENT, CHANGES AND CANCELLATION POLICY:**

5.1. Existing students are automatically enrolled\* to new terms, unless the Parent/Guardian/Booker advises us otherwise, in advance

5.2. We operate a 14 DAY NOTICE PERIOD for auto-enrolment cancellations and notice must always be given via email by the Parent/Guardian/Booker. If your notice is given 14 or more days before a new term begins, no charges will be liable. If a booking is cancelled within 14 days of an offering/term start date, any offerings/classes due to take place within the 14 day notice period will still be liable for payment

5.3. If students term fees have not been paid by the due date, we reserve the right to terminate a students attendance at any time without prior notice

5.4. If a student wishes to change and/or start an additional class, Parental/Guardian consent via email must be given prior to attending

5.5. Parent/Guardian/Booker may withdraw or terminate a students attendance mid-term however Sections 1, 3 & 5 will apply and the full term fees will still be liable, regardless of attendance

*\*Auto-enrolment is dependent on class availability - current students may not be placed in the same class in a new term. Any change will be communicated in advance of the new term starting, via email. If your child moves into a different age group e.g. moving from P3 into P4, they may be required to attend a different class. Parents should make SSD aware of any moves not apparent to us already, in advance (at least 2 weeks prior to the new term starting).*

## **SECTION 6 - DISCOUNTS:**

6.1. 2x siblings attending SSD classes/offerings will receive 10% off the total amount due. 3+ siblings will receive 20% off

6.2. Simon Says Dance offers discounts to those who attend more than 1 style of dance with us - contact us to find out what is applicable to you (not available in conjunction with sibling discounts)

6.3. Discounts are not guaranteed and may be changed/altered at any time - including revocation if the discount you were initially due changes because of an amendment to your booking(s)

## **SECTION 7 - WORKSHOPS/HOLIDAY CAMPS:**

7.1. Payment for workshops/holiday camps must be paid by the date stipulated by Simon Says Dance at the time of booking. Payment can be made through the online booking system (Class4Kids, if applicable), via online banking or in cash at a Simon Says Dance Class

## **SECTION 8 - ACTIVITY PROVIDER:**

8.1. Simon Says Dance is an activity provider. It is at the sole discretion of the Parent/Guardian/Booker to leave the grounds of any site where SSD carries out classes whilst a child attends for the duration, and should only do so under the trust and knowledge that their child is competent enough to look after their self and attend toilet facilities on their own. SSD Teachers are PVG checked and First-Aid trained and will always ensure the health, safety and security of students is of primary importance at any classes however SSD and SSD staff cannot provide personal care - this remains the responsibility of the Parent/Guardian/Booker. Teachers are there only for the supervision of the activity to ensure it is carried out appropriately and safely. We recommend parents wait nearby during a class - if you choose to remain on-site, please do so only within permitted areas/grounds

## **SECTION 9 - PHOTOGRAPHY/MARKETING:**

9.1. We must have your full and explicit consent to take photography or record videography for either yourself, or for your child if they are under 18 years of age. Your consent may influence some of the activities your child is able to take part in - you can update your preference by contacting us

9.2. Parental filming/photography is permitted - only for your own child. Any material or footage taken must not include any other children. In such cases where other children are in photography or footage, this must be erased by the person responsible and especially not shared on any platform unless permitted by the child's parent/guardian(s)

## **SECTION 10 - PRIVACY:**

10.1. Simon Says Dance is registered with the ICO as a Data Processor and Data Controller and as a business we collect, process and hold certain pieces of personal data when parents/individuals book our offerings or when attending our premises/the venues we operate from

10.2. As a parent/attendee, you have the right to request that your information is: corrected, changed or completely removed - you can contact us directly at [info@simonsaysdance.com](mailto:info@simonsaysdance.com) to do this and to request information on the data we hold about you. You can read our full Privacy Policy, including all other supporting SSD policies on our website: [www.simonsaysdance.com](http://www.simonsaysdance.com)

**Last updated: 2nd October 2023**

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