

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

SECTION 1 - FEES:

- Fees are payable by term
- Students must commit to the term in full and attend all classes - therefore term must be paid for in full, even if attended in part
- Term fees must be settled in full by WEEK 2 of the term, unless paying by instalment
- If paying by instalment, this must be agreed before the term start date. Term total must be settled by the last day of the respective term
- Fees will only be pro-rata when a student starts during a term, in such cases - fees must be settled by WEEK 2 of class attendance
- Term information including cost and payment information will be communicated at least 2 weeks in advance of the new term
- Any amounts that go beyond the due date are subject to an additional 10% late payment charge
- Cases of late payments may be passed on to professional services, including your details, for retrieval of outstanding amounts
- Refunds will not be given for non-attendance of the term unless certain circumstances arise - for refund information see Section 4 below
- **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 4 below**

SECTION 2 - PAYING FEES:

- Payment can be made via cash at the class, online banking transfer or via the Class4Kids portal - for bank transfers, our account details can be found via the Class4Kids checkout screen underneath 'Alternative Payment Methods' - otherwise, email info@simonsaysdance.com for details
- 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
- Payment for the full term can be made in instalments via standing order - this must be agreed in advance with us before the term start date so we can note when to expect your payments
- If you fail to pay in full/first instalment by week 2 of the term, your child may be removed from the class list without notice
- Simon Says Dance issues e-receipts via our Class4Kids booking system - this may go to your junk mail, so please check this often

NOTE: Online Bank Transfers should be referenced with your child's forename initial and surname only. If this is not possible, you must email info@simonsaysdance.com to inform us of the payment reference. Failure to do so may result in the payment being unidentified, the amount remaining 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.

SECTION 3 - LATE PAYMENTS:

- If the payment for the term is not received by WEEK 2 of the term (or another agreed date) a 10% late payment charge will be added to the total due
- The individual who submitted the application form on behalf of the child who attended class will be contacted twice: x1 email and x1 text message. It is the responsibility of the Parent/Legal Guardian to ensure they have informed SSD of any changes to contact details
- Failure to respond to correspondence sent by SSD within 28 days, will render the amount 'overdue'
- Personal details from overdue cases will be passed to professional services for the retrieval of any amount outstanding

SECTION 4 - REFUND POLICY:

- 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
- SSD cannot and will not provide refunds for holidays or other commitments
- SSD cannot and will not issue refunds to those who leave mid-term, unless the illness clause above applies
- **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 5 - in these circumstances refunds will not be issued**
- **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**
- **In the event that we refund you under certain circumstances, any payment/bookings made via Class4Kids, you will only be refunded the cost of the services you booked in line with the example above and platform fees will remain non-refundable**

SECTION 5 - REGISTRATION, ATTENDANCE AND ABSENCE:

- **A register for each class is maintained by the teacher who records student attendance for the purposes of health & safety and security - this may also be used for purposes of Track & Trace throughout Covid-19**
- Students are expected to attend the full term and should only miss classes if they are unable to attend due to illness
- Parents must inform Simon Says Dance that their child is not able to make class by email or phone
- If a student fails to attend class on 2 or more consecutive occasions without notice/reason, they may be removed from the class list
- **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 6 - RIGHT TO ATTEND, CHANGE CLASSES AND WITHDRAW OR TERMINATE ATTENDANCE:

- All current SSD students are guaranteed a space in a SSD class* and will be automatically enrolled into the next term
- It is the Parent's/Legal Guardian's responsibility to inform us at least 2 weeks in advance of the new term starting, if their child is NOT returning to the class
- If a student's term fees have not been paid in advance, SSD reserve the right to terminate a student's attendance at any time under reasonable circumstances
- If a student wishes to change and/or start an additional class, Parental/Legal Guardian consent must be given prior to attending
- **Parents may withdraw or terminate their child's attendance mid-term - terms in Sections 4 & 5 will apply**

*Depending on class availability, current students may not be placed in the same class in the 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 7 - DISCOUNTS:

- 2 siblings attending SSD classes/offerings will receive 10% off the total amount due. 3+ siblings will receive 20% off
- 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)
- Discounts are not guaranteed and may be changed/altered at any time

SECTION 8 - WORKSHOPS/HOLIDAY CAMPS:

- 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 9 - ACTIVITY PROVIDER:

- Simon Says Dance is an activity provider. It is at the sole discretion of the Parent/Legal Guardian 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/Legal Guardian. Teachers are there only for the supervision of the activity to ensure it is carried out appropriately and safely. We recommend parents wait in a designated area during class to avoid distracting the students - if you choose to remain on-site, please do so only within permitted areas/grounds

SECTION 10 - PHOTOGRAPHY/MARKETING:

- 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
- 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 11 - PRIVACY:

- 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
- 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 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

Last updated: 23rd August 2020

info@simonsaysdance.com

www.simonsaysdance.com



Simon Says Dance Ltd is a VAT registered, limited company in Scotland. Company Reg No. SC559342.