

TERMS & CONDITIONS.



DISCLAIMER:

1. Students, staff and parents must all follow a respective Code of Conduct. Furthermore, the aforementioned individuals must also follow the below 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.

TERM FEES:

1. Fees are payable per term
2. 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.
3. 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
4. Term information including cost and payment information will be communicated at least 2 weeks in advance of the new term
5. Term fees must be settled in full by WEEK 2 of the term, unless paying by instalment
6. 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
7. Any amounts that go beyond the due date are subject to an additional 10% late payment charge
8. Cases of late payments may be passed on to professional services, including your details, for retrieval of outstanding amounts
9. Refunds will not be given for non-attendance of the term unless certain circumstances arise. For refund information, see below

TERM PAYMENTS:

10. Payment can be made via cash at the class or online banking transfer - bank account details can be found via the Class4Kids payment screen underneath 'Alternative Payment Methods' - otherwise, email info@simonsaysdance.com for details
11. Any cash amounts issued to SSD must only be:
Within a sealed envelope, marked with the amount being paid and the name of the student written on the front
Issued to a member of SSD Staff
12. Payment for the full term can be made in instalments via standing order - this must be agreed in advance with us so we can expect your payments
13. 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
14. Simon Says Dance issue 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.

REGISTER, ATTENDANCE AND ABSENCE:

15. A register for each class is maintained by the teacher who records student attendance for the purposes of health & safety and security
16. Students are expected to attend the full term and should only miss classes if they are unable to attend due to illness
17. Parents must inform Simon Says Dance that their child is not able to make class by email or phone
18. If a student fails to attend class on 2 or more consecutive occasions without notice/reason, they may be removed from the class list
19. If a class is cancelled due to the sickness of the teacher, a health epidemic or any other seen or unforeseen event, SSD will endeavour to reschedule/rearrange the class. This may be on a different day/time or both from when the class was originally scheduled and might involve an extension to the term-time dates. The rescheduled/rearranged class may also be at a different venue within a reasonable distance from the original. No refunds will be given if a class is rescheduled/rearranged.

LATE PAYMENTS:

20. 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
21. 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
22. Failure to respond to correspondence sent by SSD within 28 days, will render the amount 'overdue'
23. Personal details from overdue cases will be passed to professional services for the retrieval of any amount outstanding

REFUNDS:

24. 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
25. If a medical note is not provided, the full term amount is applicable as per normal circumstances
26. SSD cannot and will not provide refunds for holidays or other commitments or to students who leave mid-term

RIGHT TO ATTEND, CHANGE CLASSES AND WITHDRAW OR TERMINATE ATTENDANCE:

27. All current SSD students are guaranteed a space in a SSD class* and will be automatically enrolled into the next term
28. 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
29. 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
30. If a student wishes to change and/or start an additional class, Parental/Legal Guardian consent must be given prior to attending

*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).

DISCOUNTS:

31. 2 siblings attending SSD classes/offerings will receive 10% off the total amount due. 3+ siblings will receive 20% off.
32. 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)

WORKSHOPS/HOLIDAY CAMPS:

33. Payment for workshops/holiday camps must be paid by the date stipulated by Simon Says Dance. Payment can be made through the online booking system, via online banking or in cash at a Simon Says Dance Class

ACTIVITY PROVIDER:

34. Simon Says Dance is an activity provider - not a care provider. SSD therefore recommends that a Parent or Legal guardian remains on-site for the duration of any classes or offering. It is the sole responsibility 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 instructors 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 - which remains the responsibility of the Parent/Legal Guardian. Instructors are there only for the supervision of the activity to ensure it is carried out appropriately and safely. There should be no adults in the room other than SSD staff during any class as this may create distractions for the students - if you choose to remain on-site, please do so only within permitted areas/grounds.

PHOTOGRAPHY:

35. 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.
36. 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).

PRIVACY:

37. 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
38. 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, via our 'About' Section, on our website: www.simonsaysdance.com

TERMS & CONDITIONS CONT'D.

PARTY BOOKINGS:

1. Party bookings are subject to availability and must be agreed with an authorised member of SSD Staff
2. Desired party bookings may be 'pencilled' in to our diary for a period of 7 days
3. Pencilled bookings must be secured with a £20 non-refundable deposit within 7 days, otherwise the booking date will be released for another booker
4. SSD reserves the right to remove any pencilled bookings within the 7 days if there has been no deposit payment made
5. The individual's name and age is required to make a booking
6. A 'Party Package' must be agreed with a member of SSD Staff before a booking can be made. Refer to our 'Parties' section of this website for more information
7. The booker can change their booking details including venue, party numbers, song-choice etc up to no later than 2 weeks prior to the party date
8. A member of SSD staff will confirm the following approximately one week prior to the party date via email:

- Party Person's Name
- Party Person's Birthday Age (not applicable for Hen Parties)
- Number of attendees
- Song-choice
- Venue
- Any other necessary detail relevant to the booking

9. Party guest lists of over 20 will incur an additional £20 fee for the provision of a teaching assistant, provided by SSD

PAYMENTS:

10. A £20 non-refundable deposit to secure the booking is required within 7 days of pencilling in a party date
11. Outstanding amounts will depend on the Party Package/number of attendees and should be paid on or before the party day via cash or online banking transfer

VENUE:

12. SSD can attend your pre-organised venue - any locations over 15 miles from EH25 postal code will incur a £20 additional charge for travel
13. Venues other than SSDHQ should be appropriate for the use of loud music, dancing and occupying large groups - this remains the booker's responsibility
14. If SSDHQ is being used for the purposes of any party, a room/studio hire agreement must be completed by the booker prior to using the space

ON THE DAY:

15. SSD fully recommends a 'drop-off and collect' method for parties and does not permit parental activity in the same room whilst party guests are being taught
16. Venues other than SSDHQ being used for the purposes of the party must have a suitable separate space for parents/visitors to remain during the party
17. SSD reserves the right to ask parents/visitors to leave the room being used if the room is: a) too noisy b) over-capacity or c) causing distractions for the party
18. Parents of the party person are welcome to stay in the room for the provision of care for the party children
19. SSD is not responsible for the actions of parents and/or adults - such individuals should act responsibly during any party/offering

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www.simonsaysdance.com

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

