

# TERMS & CONDITIONS



Detailed below are our full Terms and Conditions. By completing and signing the registration form enrolling your child / children into Liz Burville Performing Arts Limited (herein after referred to as LBPA), you are agreeing to the Terms and Conditions set out below.

Any child currently enrolled with the school is bound to these Terms and Conditions by their continuing to attend classes.

## 1) PAYMENT

a) Invoices for timetabled classes are emailed prior to each term. Full payment is due by the end of the second week of each term.

b) Payments can be made by cash, online, standing order, cheque or card payment within the school. LBPA's preferred method of payment is via bank transfer online.

c) Any cheques returned unpaid will incur a £10 handling charge.

d) LBPA reserves the right to refuse payment by cheque if this form of payment has been declined by the bank in the past.

e) All termly invoices must be settled by the Friday of week two of the relevant term. If anyone is unable to make payments based on the above, a payment plan can be put in place; this will need to be agreed by LBPA prior to the start of term. Payers should not 'assume' a payment plan without prior agreement of LBPA.

f) Accounts unsettled by the end of the second week of term may result in exclusion of the child from class.

g) We reserve the right to suspend your child's classes and withhold examination results until any overdue payments have been received.

h) Statements are available at any time by contacting the Director in charge of finance. Angela Stokes can be contacted by email at [info@lizburville.com](mailto:info@lizburville.com)

i) Statements on unsettled accounts are emailed during the term or handed out during class time.

j) LBPA respectfully request that any issues with payment are brought to our attention as soon as possible and at the start of term.

k) LBPA ask that, where possible, all payments are made via BACS transfer with the invoice number detailed as the reference. Alternatively, payment can be made via card machine or cash at reception. If paying this way, please ensure you obtain a receipt as proof of payment.

l) LBPA will always endeavor to give three full terms' notice to changes to fees.

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## 2) DISCOUNTS

a) A discount is available for children attending three classes or more and is available on the Fees' Schedule available via the website. The discount will be applied to the cheapest full paying class, ie a class that is booked and paid for the full term of eleven weeks. Discounts are applied to the number of full paying classes. For example, 5% on three full paying classes. Discount will be taken from the lowest paid class. Discounts are not considered applicable to any 'offer' classes such as a half price special for one term or any classes that are joined part way through the term.

## 3) CREDIT NOTES

a) Credit notes are issued to cover circumstances such as cancelled classes or long term absence through injury or illness. All credit notes are deducted from the following term's invoice and cannot be carried over beyond this. A credit note will not be issued for a class which has been taken by a cover teacher if the 'normal' teacher was absent.

b) Fees are not waived in respect of family holidays, school trips, school exams or short term sickness or injury. LBPA will allow students taking their GCSE's and A Levels to stand down for up to three terms and return after this; a space will be held for them in any classes that they were attending prior to the break.

c) Requests for refunds and credit notes based on long term sickness or injury will be assessed on an individual basis.

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## 4) UNIFORM

a) Correct uniform must be worn for all ISTD classes.

b) For Street, Hip Hop, Jazz, Contemporary, Musical Theatre and Singing, appropriate clothing suitable for dance and movement must be worn. Please ensure they are in school colours, ie black and / or pink; alternatively, please ensure that they are the correct attire relative to that class.

c) Orders for all uniform and merchandise can be placed at reception. Payment for any orders is required in advance of the order being placed. Reception are able to respond and deal with any queries regarding correct attire.

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## 5) EXAMINATIONS

- a) Children are entered for examinations at the teacher's discretion only and not at the request of the parent or child. Children will be entered for examinations when LBPA are confident that they will receive a pass mark.
- b) Invoices for examinations are distributed as soon as we have identified which children will be entered. LBPA enter children into ISTD exams in December and March. Invoices may include extra coaching classes where required, pianist and administration charges.
- c) All examination invoices must be settled within 14 days of the invoice date as entry fees will, in most circumstances, already have been paid by LBPA on the child's behalf. Examination invoices that remain unsettled after 14 days may result in the child being withdrawn from the examination.

## 6) EXAM PRACTICE

- a) All children taking a ballet exam will be required to take two ballet classes per week at least one term leading up to the exam. The second class will form part of the child's termly lessons.
- b) Invoices for extra exam training classes are distributed on an ad hoc basis. All exam practice invoices must be settled within 14 days of the invoice date. On most occasions, exam practice is included with your exam invoice.

## 7) TERMINATION OF CLASSES

- a) If a pupil wishes to give up a class, LBPA must receive half a term's notice from the parent (or child if 18 or over).
- b) In the absence of any notice being received, half a term's fees will be required to be paid. This will be based on current classes being taken.
- c) In the event of a pupil leaving LBPA with fees still outstanding, we reserve the right to pursue recovery of the debt by all legal means including court action.

## 8) CANCELLATION OF CLASSES

- a) Occasionally it is necessary to cancel or postpone a class to a later date. Where this occurs, we will notify parents either by text, email or the parents' Facebook page.
- b) We reserve the right to cancel any classes any time up to and including the date the class starts. Should this occur we will endeavour to give you as much notice as possible via the Facebook page, text or phone/word of mouth and a credit note will be raised.
- c) Any classes cancelled by LBPA will be made up at a later date. LBPA reserve the right to select the date. Anyone not able to attend the new date will receive a credit note for one lesson to offset against the next invoice that they receive.

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## 9) LBPA LIABILITIES

- a) LBPA do not accept responsibility for loss, damage or injury arising from errors or omissions on the registration form whether completed by you or the person in charge of your child at the time of enrolment.
- b) LBPA do not accept liability for personal injury to any child attending class, with the exception of such injury being caused by negligence or default of any member of our staff or any other default on our part.
- c) LBPA do not accept any responsibility for loss or damage to personal property.
- d) LBPA do not accept responsibility for any loss or expense due to circumstances beyond our control.
- e) LBPA is only responsible for pupils while they are in their class. Children cannot be supervised whilst they are outside class. Young children must be collected promptly at the end of their class. If you have a problem with collection or are running late, please telephone the school phone on 07704 058809. If you don't receive a response straight away then please telephone our out of hours telephone number on 07785 463737.
- f) LBPA holds Public Liability Insurance.

## 10) RESPONSIBILITIES OF PARENT OR GUARDIAN

- a) These terms and conditions, and any enrolment forms you have signed, constitute an agreement between you and LBPA in connection to classes or any services superseding any prior agreement.
- b) Attendance at class is deemed to be acceptance of the current Terms and Conditions.
- c) It is the responsibility of the parent or guardian to notify LBPA of any illness or injury that may affect the child's participation at class.
- d) It is the responsibility of the parent or guardian to ensure that we have the correct details for you and your child and keep us updated of any changes to health or personal circumstances which may affect the teaching and wellbeing of the child whilst at LBPA.
- e) It is the responsibility of the parent or guardian to regularly read the website/Facebook information and/or the notice board in order to be fully aware of all upcoming events.
- f) In the event that we consider you to be in breach of these terms & conditions or that your child is disruptive to other pupils or staff, we reserve the right to exclude your child from any activity within the school. Discussions will of course take place with the parents and child concerned prior to any exclusions being made in the hope that any issues can be rectified beforehand.
- g) Photographs and video footage of pupils taken by LBPA may be used on our website / Facebook / Instagram pages and for publicity purposes. If you do not wish your child's image to be used for these purposes you must inform us in writing.

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## 11) PERFORMANCE TEAMS

- a) Entry to any of the Performance Teams is by audition only.
- b) Auditions take place once per year in December. LBPA reserve the right to change this date if it is of benefit to the school and the running of the team.
- c) Current performance team students may be asked to re-audition to maintain their place in the team.
- d) By accepting an offer to join one of the performance teams, parents are agreeing to allow for their child to be photographed and filmed. Photographs and videos may appear on Facebook, Instagram and other social media websites for marketing and display purposes.
- e) In order that LBPA can secure your child's place in the competitions for the year ahead, an invoice for a specified amount (currently £70) will be issued in January as a down payment for competition costs for that year. The sum will show as a credit when the competition invoices are issued later in the year.
- f) Being a member of the performance team will incur additional costs. This may include but is not limited to, entry to competitions, travel to and from competitions, spectator tickets for competitions and the occasional hotel costs if travel is required further afield. On occasion, LBPA will ask the parents to buy a specified costume for a certain competition dance. LBPA endeavor to keep this to a minimum and, where possible, will not ask you to do this more than once every two years. LBPA will seek to purchase the costume from the parent at a reduced cost at the end of the relevant competition season. Parents reserve the right to keep the costume if they do not wish to sell.
- g) LBPA reserve the right to stand down a performance team for a specified period of time from entering competitions if it is felt that the class needs more training. Parents will be kept informed of any changes of this nature.
- h) Extra rehearsals may be added to the diary for performance teams as and when required. Children are expected to attend all extra classes where possible.
- i) Entry to the performance team will only be accepted if all fees are paid on time.

## 12) MISCELLANEOUS

- a) All teachers are qualified, DBS checked and insured. Due to the nature of teaching performing arts, it is sometimes necessary to correct positions physically. This is always conducted with care and professionalism.
- b) The safeguarding of children is of paramount importance. On school trips and at school events, if parents are not present, then LBPA staff, along with licensed chaperones, will be the responsible adults. At school shows, external licensed chaperones may be employed and, jointly with LBPA staff, will take responsibility for the welfare of the children. No child will be allowed to leave any premises unless a parent is there to collect them UNLESS a Director has been informed that alternative arrangements are in place, ie a child will be collected by a family friend or another family member. If any parent has a concern regarding safeguarding then please inform the Directors immediately so that it can be rectified.

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c) LBPA is a “peanut free” school. We respectfully ask that children and parents refrain from entering the school or any LBPA events with any food products that contain peanuts of any form. Peanut products are no longer sold on the school premises.

d) LBPA operates a ‘zero tolerance’ policy with regard to abuse (verbal or otherwise) of our staff.

e) Any changes to these Terms and Conditions will be announced via email.