

# **TERMS & CONDITIONS**

2023-2024

# Please take care in reading our terms & conditions before enrolling in KLDA.

All terms are in place to enable safe dance practice, deliver excellent classes, maintain standards, enable longevity & to maintain all overheads of KLDA.

Upon enrolling into classes at Kristie Louise Dance Academy a legally binding agreement is formed and your (or your child's) attendance at our classes will be strictly subject to full cooperation with these terms.

Please note that if any parent or student is in material or persistent breach of any of these terms and conditions, we reserve the right immediately to terminate the contract with you and/or exclude you or your child from attending further classes until such time that the matter can be resolved or the agreement is terminated, without further liability to you.

These can also be found on the KLDA website: www.kristielouisedanceacademy.co.uk

# FINANCIAL

# **TRIAL CLASSES**

- Every new student is permitted one FREE trial class in each genre.
- New students are asked to register an account with our software Dance Studio Pro.
- Once a trial class has been attended, you will be asked if you would like to accept your space at Kristie Louise Dance Academy (KLDA).
- We will ask you to make sure all your details are correct on the Dance Studio Pro system & will you need to agree to the terms via the waiver on the portal/online.
- The tuition for the rest of the month will be placed onto your account, which needs to be paid immediately in order to continue to attend classes.
- An additional month's tuition will also be asked to be paid for. This acts as a notice period should you wish to cancel your classes.

# **INVOICES**

- Our tuition is based on a 12 monthly system.
- 39 weeks academic year is split into 12 monthly affordable payments.
- Fees for current students will start on the 1st August & run through to 1st July.
- All monthly fees are due on the 1st of every month.
- Our classes do not accept pay as you go.
- Our monthly fees start a month in advance. (This acts as your notice period).
- An option to set up AUTO PAY is available. KLDA will bill your account 3-5 working days prior to the 1st of the month. (This is because it takes this length to clear the payment).
- If there any problems trying to pay via this method, please contact in writing by email to the following address <a href="mailto:info@kristielouisedanceacademy.co.uk">info@kristielouisedanceacademy.co.uk</a>
- Please note; this payment is monthly recurring.
- If you do not set up AUTO PAY you will need to pay by Manual Pay.
- Manual Pay is controlled by you. You must remember to pay your fee on the 1<sup>st</sup> of every month.
- Please note; by using Manual Pay, you are at risk of a late fee charge.
- The charge to your monthly payment will only change if;
  - You decide to add on another class.
  - You drop a class.
  - We assess fees & increase prices for the following academic year. (You will be notified of this in advance via e-mail).
- Subject to KLDA digression, our academic year is split over Autumn Term (14 weeks), Spring Term (11 weeks), Summer Term (14 weeks).
- Any tuition payments on your DSP account that are paid after the 1<sup>st</sup> of the month will incur a charge of 15%. This charge will be automatically added when you pay your monthly fee.
- If the monthly fee continues to not be paid, this will result in excluding attendance to any further classes until the payment has been settled.
- To avoid any late payments & the risk of excluding attendance, KLDA suggest setting up AUTO PAY

KLDA reserves the right to update these terms & conditions at any time without prior notice. In the event that any changes are made, the revised terms & conditions shall be posted on the website <a href="https://www.kristielouisedanceacademy.co.uk">www.kristielouisedanceacademy.co.uk</a> immediately.

To sort out any issues that have been occurred without notifying KLDA first, you will be charged a £25 admin fee.

#### **CLASSES**

- All class spaces roll onto the next term & a space will automatically be kept for your child.
- If there is a change to your time/class for the next term, you will be notified of this by e-mail prior to the commencement of that term.
- If no correspondence to KLDA is given by you in writing to the following email address; info@kristielouisedanceacademy.co.uk, it will be presumed that you are happy with this change & an invoice will be sent out for the next term.
- Requests for changes to class schedules or levels may be made but remain entirely at our discretion and no change can be guaranteed.
- If you wish to make a request in advance for preferred class(es) (at the existing or at the next level) for the next term you should aim to give us a month's notice in advance (with the request being received in writing by email to the following address [info@kristielouisedanceacademy.co.uk]. Where we envisage a change to schedule or the relevant stage/level for your child we will discuss this with you in advance.
- If you wish to create a change to existing classes after confirmed arrangements & we can grant this change, you will still be charged the prior monthly bill & the next month will then be amended. If continued changes are requested, then you will be charged a £25 admin fee to process these changes.
- If you wish to withdraw from a subscribed class after the monthly bill has been charged & paid, there is no refund & your next monthly bill we be amended accordingly.
- Please note that all "Class Fees" and "Additional Fees" (as defined below) are subject to change at any time on a term by term basis. Up to date term fees will be published on the Kristie Louise Dance Academy website at www.kristielouisedanceacademy.co.uk or are available on request.
- If you wish to request how your monthly fees are charged & how they respond to the academic year, this is available upon request.
- "Fees" for academic year are as follows:
  - Autumn Term (Sept-Dec), Spring Term (Jan-March/April), Summer Term (April-July)
- Classes do not run in the summer holidays (end of July/August). Summer Workshops/Private Lessons will be available instead.
- Length of terms will be 39 weeks but is dependent on the schools calendar & are subject to change at any time on a yearly basis.
- The new academic term dates will be emailed at the end of the Summer Term.
- In addition to class fees, the following additional fees ("Additional Fees") shall also be payable by you to the extent applicable: Examination Entry Costs, Examination Supplement Charge, Examination Rehearsal Lessons, Costume/Shoe Hire for Exams or Shows, Show Fees, Uniform, Festival Entry Costs, Private Lessons, Festival Costumes (Hired or Purchased), Show Tickets, Show Programmes, Show DVD's
- The above additional fees will have a due date on. If payments are made after the due date. DSP will automatically add a 15% late fee charge.

## **PRIVATE LESSONS**

- Private lessons require payment prior to the lesson.
- Private lessons can be booked 48 hours in advance at the latest.
- Cancellation must be given 48 hours notice in advance.
- If you cannot make the lesson, there is no refund.
- Private lessons can be shared up to a maximum of 4 students.

## **NOTICE**

- Written notice (by e-mail) is required a month in advance, if you wish to withdraw your child from their class/es at KLDA.
- The latest within the month you can give notice is 10 days prior to the start of the 1st of the next month.
- Eg. If you wish to hand in notice for December then you will be required to give notice in November. At the latest, 10 days prior to the 1<sup>st</sup> December.
- If NO notice is given, KLDA will automatically keep your space in the class & you will be charged your next month's tuition.
- All new monthly fees for the next academic year will start on 1<sup>st</sup> August.
- You will receive correspondence in June/July regarding the new academic year & any changes made.
- In the event of the summer holidays, if you are unsure whether your child will want to continue for the Autumn Term, we suggest handing in notice in advance during the Summer Term (June/July) & then enrolling again if you wish to continue in the Autumn Term.
- If you do this you will be charged two months at the start of September.

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- Please note if you do withdraw, your space for the class is not guaranteed.
- If you have not notified KLDA of your withdrawal & you wish to withdraw your child's place with late notice you are still obligated to pay August's monthly bill.

# **CANCELLATION & AMENDMENT**

- You have the right to cancel this contract within 14 days. Should you wish to cancel you must inform us
  of this decision to the following email address. [info@kristielouisedanceacademy.co.uk]
- Where you have asked us to do so we may start classes within the 14 days cancellation period. If you
  agreed for us to start within that time you lose your right to cancel and will be required to pay the full
  price under these terms and conditions even if the cancellation period has not expired for instance this
  may happen for the avoidance of any doubt where you have enrolled your child within 14 days of the
  trial start date.
- This does not affect your statutory rights, but once the term has started, if you decide to withdraw at
  anytime for any reason you will still remain liable for the full cost of the term and no refund will be
  provided.

## **REFUNDS**

- Refunds will only be given to a cancelled class that cannot be rescheduled.
- No refund will be given if you cannot attend the rescheduled date. (Please note; we will endeavour to
  organise the rescheduled date to enable all to attend.)
- All fees remain payable whether or not your child attends the classes. There are no reductions or
  refunds for missed classes under any circumstances (including injury, sickness or holidays). A refund
  will not be provided if classes have to be cancelled due to an event beyond our reasonable control
  including but not limited to fire, flood, storm, bad weather (including heavy snow disrupting transport) or
  other Act of God, pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat
  or incident.

#### **DISCOUNTS**

- Discounts are available for students who wish to attend more than one dance discipline.
- Family member discounts are available to those who have more than one member (sibling/parent)
  under the same household attending KLDA.
- For more information, please see our term fees on <u>www.kristielouisedanceacademy.co.uk</u>

# **CLASS ATTENDANCE/ETIQUETTE**

# **STUDENTS**

- Students must follow all school rules and instructions and a failure to do so will result in a breach of these terms and conditions.
- Disruptive, disrespectful or antisocial behaviour in on or around the premises will not be tolerated (whether before, during or after classes) and we reserve the right to exclude that student on a temporary or permanent basis in our sole discretion and no refund will be applicable.
- All items of uniform must be clearly labelled with the student's name.
- Students should arrive in the correct uniform & wear appropriate outerwear to arrive to class in.
- All shoes should be brought to class in one named dance bag.
- A bottle of water should be brought for hydration. This should be named.
- Snacks are only permitted for those with a timetabled snack break.
- KLDA hold no responsibility for lost property.

#### **CANCELLED CLASSES**

- In the event that a teacher cannot teach their class, that teacher & with KLDA acknowledgement will endeavour to find a cover teacher for the class that has suitable insurance, teaching experience & holds a DBS.
- In the event that a teacher is ill, that teacher & with KLDA acknowledgement will endeavour to find a
  cover teacher for the class. If the class has to be cancelled you will receive notification via e-mail &/or
  text
- For all classes that have to be cancelled, KLDA will aim to find an alternative date to make up for this
  cancellation.
- If you cannot attend the rescheduled date, no refund will be given.

#### ABSENCES/LATE

- If your child is ill or has another commitment, you must update the Dance Studio Pro Portal app to update this app.
- This information will be automatically updated for the relevant teacher.
- If you messages or e-mail informing us of your child's absence, you will be asked to update the app.
- If students are late to class, please can the student apologise to the teacher in charge. It is the teacher's choice when the student can join in & they may be asked to do their own warm up to ensure they are ready for that class. Please respect that the attendance of the whole class is an essential element of Safe Teaching Practice.
- If you are aware your child will be late to class, please update the app. You may also send a text to the following number; 07708357135 informing us of your child's absence. E-mails may be sent to the following email address; <a href="mailto:info@kristielouisedanceacademy.co.uk">info@kristielouisedanceacademy.co.uk</a> (please note these may not be picked up during the class time).

#### STUDENT WELLBEING

- KLDA have updated Child Protection/Safeguarding/Health & Safety Policies & adhere that all staff members are DBS Checked & there is a First Aider on site when classes are being taken.
- All policies can be found on www.kristielouisedanceacademy.co.uk
- The use of touch is an important element of teaching any performing arts. It can enable children to
  execute the movement safely. Touch can be seen by lifting & adjusting different body parts i.e. arms,
  legs, rib cage, hips, feet, hands etc... It can also be used to move one student in relation to another.
  Any student who shows discomfort to the use of touch, KLDA staff members will endeavour to find other
  methods to help develop their technique.
- You understand and agree that dance teachers may use tactile feedback and instruction with students to support verbal feedback and instruction where appropriate.
- A basic first aid kit is kept on the premises and staff members at Kristie Louise Dance Academy may
  administer basic first aid on students if necessary whilst a student is at the School. However, to the
  fullest extent permitted by law, and otherwise as set out in these terms dance teachers and the School
  shall not be responsible for any injuries or accidents that occur and which are outside of our reasonable
  control.
- If a student needs to take any of their own medication (whether self-administered or otherwise) whilst at
  the School we ask that parents be available to administer the medication unless otherwise previously
  agreed with us. In any event, we cannot be held liable and accept no responsibility for administering
  such medication (and/or the effects of the same) and the students 'parent/guardian takes full
  responsibility.

# KLDA DANCE UNIFORM REQUIREMENTS

- Uniform is an important element in the discipline of learning any performance art.
- Here at KLDA, we expect uniform rules to be respected & encouraged by parents.
- Dance uniform creates identity within the dance studio; it unites everyone & provides a focus within the class
- Correct uniform also enables the teacher to see the dancer's alignment, posture & positioning of their body. This is especially important for Safe Dance Practice, so the teacher can see that the child is working correctly to protect their growing/developing bodies.
- Wearing the correct uniform for each genre also enables each child to adapt to the right state of mind, helping focus & achievement within the class.

# **HAIR**

- Hair is also an important aspect of the uniform. This is to stop bad habits forming when hair falls in the eyes & helps dancers achieve better eyeline whilst performing.
- All hair must be tied up & secured off the neck & out of the eyes.
- Short hair must be pulled back as best as possible with clips or headbands to keep hair out of the eyes.
- For those who attend class without the incorrect hairstyle, will be asked to tie their hair up & will be given KLDA accessories to do so.
- If this is a recurring matter, it may affect their potential to join in the class.

# **BABY/MINI/JUNIOR AGE GROUP CLASSES**

• Hair must be worn up & off the back of the neck.

### **INTER AGE GROUP CLASSES**

- Hair must be worn in a pony tail, plaits or a bun.
- A ballet bun must be worn for all those who attend a ballet/dance acro class.

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#### SENIOR GROUP CLASSES

- For all Ballet, Modern, Tap. National classes; hair must be worn in a bun.
- For all Musical Theatre, Jazz, Commercial etc... hair must be worn up off the neck.

#### **FOOTWEAR**

- Every discipline comes with the right footwear.
- It is especially important that the shoes fit the feet properly with no gaping or bagging in order to protect the student's feet whilst dancing.
- KLDA encourage particular brands of footwear as we believe this will help the student achieve the best work. Please respect this when buying shoes.
- A list of the suggested footwear can be found on <u>www.kristielouisedanceacademy.co.uk</u>

## **PURCHASING UNIFORM**

- An online shop can be found on <a href="www.kristielouisedanceacademy.co.uk">www.kristielouisedanceacademy.co.uk</a> here all uniform can be purchased.
- All uniform can be collected at our uniform collection point in the Reception Area at KLDA Studios.
- All class uniform can be returned, as long as it has not been worn & is returned in the correct packaging.
   We suggest trying it on before taking it home.
- All KLDA personalised & printed uniform <u>cannot be returned.</u>
- If we cannot order the relevant uniform, KLDA recommends visiting Let's Dance, Shoplands, WGC who are fantastic at offering great advice & fitting shoes.

## UNIFORM ETIQUETTE

- Students should not arrive to their classes in their leotards & tights.
- KLDA offer personalised uniform, which are perfect cover ups to attend & leave dance classes.
- If students turn up to class in the incorrect uniform & inappropriate hairstyle a note will be made by the relevant teacher.
- If this is a continued issue, an e-mail will be sent to you.
- If uniform tardiness is a regular occurrence, then the student may forfeit their right to take part in the class.

# DATA PROTECTION POLICY

#### **PERSONAL DATA**

- KLDA requires the following information when registering with us:
  - Student's Full Name
  - Student's Date of Birth
  - Student's Sex
  - Student's School Year (if applicable)
  - Student's Parent/Guardian Name, E-mail Address & Mobile/Home Contact Numbers
  - Student's Address
  - Another form of Emergency Contact for Child Mobile/Home Contact Numbers & Relation to Student
  - Details of any Medical Conditions (Health/Allergies/Physical Awareness) anything that may affect their ability to Dance
  - Signature of Parent/Guardian giving/not giving permission for students to be filmed/photographed & agreeing to the terms & conditions in place to be a member of KLDA.

KLDA should be notified if any of the above information changes. If we try to contact you via the incorrect information, we hold no responsibility for you missing important information.

- The above data is required for
  - Class Management each student will be placed in a class suitable for their age group.
  - Examinations name & DOB will be passed onto the Imperial Society of Teachers of Dancing
    (ISTD) to enable the students to have a PIN number. The information is passed through the ISTD
    Quest system (GDPR compliant). The ISTD will store this data for examination purposes. KLDA will
    store the pin numbers for the examination application process.
  - Correspondence address may be required to forward on information regarding KLDA.
  - Medical Conditions required for the safety & wellbeing of your child. Teachers need to be aware of the details to deliver the classes in a suitable manner for each student.

#### **HOW WE COLLECT YOUR DATA**

- You are asked to register your details on our Dance Studio Pro Portal/App.
- All date is saved onto the DSP account & records are kept on the Principal's encrypted work laptop. No paper copies are kept.
- Dance Studio Pro (GDPR compliant). This system is password protected. The Principal has access to all information. KLDA staff have access to their classes registers, student's name, classes attending, emergency contacts & medical conditions. Each member of staff has their own password to enter the system.
- All parent's emergency contacts are stored on the Principal's encrypted work phone to contact you regarding important information/emergencies.

#### KLDA STAFF

- All KLDA staff have signed a GDPR form & are not allowed to use the personal information unless in an
  emergency.
- All KLDA staff will have awareness of those who are allowed to be photographed/videoed in class.

#### **EXAMINATIONS**

- All students must be registered for an ISTD Pin Number to allow them to take their exams.
- ISTD Pin Numbers require full name & DOB.
- All pin numbers are stored in Membermeister & on a spread sheet on the Principal's encrypted computer.
- If you have attended a previous dance school & taken part in examinations we require to use the same Pin Number previously used.
- When collating an examination timetable name & pin numbers are submitted to the ISTD via an online portal called Quest.
- When an exam is processed, the Principal will receive report sheets via post. Then will receive exam
  certificates. All report sheets will be scanned into the Principal's computer. The actual document will be
  given to the student during class.
- All student's marks are collated into a spreadsheet for KLDA's exam records.

#### **SOCIAL MEDIA/WEBSITE**

- KLDA use the social media sites; Facebook, Instagram & has its own website.
- The sites are used for publicity, to share news, events & advertise the dance school.
- All social media updates are made by the Principal & KLDA staff.
- No personal data except names are shared on these sites.
- Photographs & videos are used to share with the public & to advertise.
- All students involved in all social media posts has consenting parental permission.
- All photographs/videos are stored in an encrypted password protected device.
- KLDA have their own private Facebook Group. Only parents/students (who are of age) of KLDA have access to this group. All parents must request to be a member. No private data will be discussed/enclosed on this group. Any posts that hold such information will be removed & said parent will be warned. Any private manner should be discussed personally with the Principal.
- Any testimonies given, names will be posted on either the Facebook/website.
- When ordering uniform via the KLDA website, you can create your own profile.
- This information will be stored on the website.

# THIRD PARTIES

- No data is passed on to any third parties without your consent.
- Any personal data that needs to be passed on to the ISTD or Hertfordshire County Council, all parents will be notified or have given permission for this data to be passed on.
- Any time personal data does need to be passed on, all parents will be notified & asked for permission before the process occurs.

#### **DANCE SHOWS**

- KLDA hold Annual Shows to showcase their members.
- Parents can offer to help at these events. All parents must either hold a Chaperone License or a DBS Check, which the Principal has seen & requires a copy of.
- All helpers will have to have to sign a policy stating that all children they are assisting are in their duty of care & that any personal data they have witnessed is to remain with the Principal.
- All personal data will be kept backstage with the Principal in a locked filing cabinet.
- Any child with an extreme medical issue, the chaperone of that child will be notified. This chaperone will need to notify the Principal if there is any concern during the production.
- All children have a signed consent form to perform in the Summertime Show.

All children have signed consent for photography & videography for the Principal & any outside
organizations to take photos & videos of the performance.

# What happens to your data if you leave the school?

- If you decide to hand your notice in, all personal data except the student's name will be archived for a year & the enrolment form will be deleted.
- Students names, invoices & payment history will be kept as a record for the school's business accounts.
- If a student has taken any examinations, under the school's name, this information will also be stored for the school's examination records.
- Any photos/videos will not be deleted on social media sites or in advertisements & will be continued to be used. You have the right to request that they are not used.
- You have the right for erasure. If you do not want this information to still be stored, you are entitled to request the information to be deleted, unless we as KLDA are required to keep it for legal obligations.
- If you are happy for KLDA to still store the information but as under an anonymous name that is also an
  option.

# The importance of your e-mail address:

- KLDA use the main parent/guardians e-mail address to correspond with important information required for your child to attend the dance school.
- Invoices, newsletters, important information, class cancellations/interruptions etc... are given to you in this way.
- To enable KLDA to correspond with you, you must opt in & give the school permission to continue to keep sending these e-mails.
- KLDA may use subscription services via the Wix website to engage with you & send out information.

# The importance of your mobile number:

- KLDA will use your mobile number if there is an emergency with your child during lesson.
- KLDA will also use your mobile number, if quick correspondence is needed i.e. lessons have been cancelled, road closures etc...

KLDA take the protection of your data very seriously.

You have the right to withdraw any information you do not wish to share with us at any time. You have the right to request to see how we store your data at any time.

Please be aware that withdrawing the information required for your child to attend the dance school, can cause impacts on any future tasks, events, exams, correspondence that the school may need to share with you or enable your child to take part.