



VOX Dance Studios  
Terms and Conditions



**By attending dance classes provided by VOX Dance Studios and enrolling as a member, you agree to adhere to these terms and conditions.**

### **Membership Terms and Conditions**

#### NOTICE TO CONSUMER

This is an agreement between you ("the consumer", "you", "member") and VOX Dance Studios operating from Trevenson Hall, Church Road, Pool ("us", "we", "the Studios").

Please read this agreement carefully. The services and materials offered through or in association with us (the "services and materials") are offered to you subject to your acceptance of the terms and conditions of this agreement. By signing and submitting the "Standing Order Payment Form" you accept all the terms and conditions of this agreement. Please retain this document for your records.

#### MODIFICATION

We reserve the right to change these Terms and Conditions without notice to you without prior notice. You are responsible for reviewing these Terms and Conditions on a regular basis, these terms are available to download on our website at [www.voxdance.co.uk](http://www.voxdance.co.uk) or view on our noticeboard. Your continued use of our services constitutes your agreement to the then current Terms and Conditions.

#### MEMBERSHIP FEES

All classes are payable by regular payments (standing orders) on a monthly basis in advance. Payments on the door may be taken for some classes at VOX Dance Studios' discretion. All regular payments (standing orders) must be paid prior to the member attending classes. In the event that payment hasn't been received and/or a standing order has failed we reserve the right to deny access to classes. All private lessons must be paid for prior to the lesson. We reserve the right to amend costs of classes and membership, however, we will notify you of these changes prior to payment. We will provide you with relevant forms to arrange the amendment of regular payments (standing orders) from the member's bank to us. No refunds will be provided if a student is absent from class. Memberships cannot be shared or transferred between individuals it is for the sole use of the individual stated on the initial New Student Information Form completed by the Member or Member's parent/guardian. Payments are also taken on the same day of each month regardless of the number of days in the month. Families who have more than one child attending will receive a 10% discount on the second child's fees (the second child is the child with the lowest monthly dance fees). In families where 3 siblings attend, the third child (child with the lowest fees) will be able to attend for free instead of receiving the 10% discount on the second child.

#### LATE PAYMENT CLAUSE

All late payments will be notified to you and you will have 7 days from the date notice is sent by us to make the necessary payment. In the event that your payment is not received before



the end of the 7 day period following notice of late payment being sent by VOX Dance Studios, the Studios reserve the right to charge a late payment fee if fees remain unpaid.

#### TIMETABLE CHANGES

We reserve the right without limitation to change the class timetable as and when we feel it is necessary. We shall assume no liability whatsoever in the event that you cannot adhere to new class times although we will advise you of other classes available to you by VOX Dance Studios. We therefore cannot reimburse you for classes that cannot be attended by you or the person you are paying membership fees. In event of this situation your rights to cancel membership are clearly stated in this document; please refer to the Cancellation Policy section.

#### E-MAIL

Your contact e-mail address will be used solely for VOX Dance Studios' purposes to contact you with information. This information will be e-mailed to you either directly from a VOX Dance Studios e-mail address or via our MailChimp account.

#### CODE OF CONDUCT

A Code of Conduct is in place in relation to students and parents/guardians. Failure to observe the Code of Conduct may result in students being asked to leave. VOX Dance Studios reserves the right to refuse any student prior to or after enrollment.

#### HUMAN CONTACT

Human contact may be necessary by members of the teaching faculty to assist with dance technique corrections although this is minimal if ever required. If you have any concerns regarding this matter please contact VOX Dance Studios and speak with the Principal, Nichola Deacey. All teachers working with VOX Dance Studios hold a valid DBS (formerly known as CRB) check and Child Safeguarding Certificate.

#### SCHOOL CLOSURE

Classes are held throughout the year (including bank holidays) with the exception of 2 weeks in August, 1 week after our annual show and 2 weeks during the Christmas/New Year period. No additional holiday entitlement is permitted however we understand that students may miss lessons due to holidays, personal reasons etc although no refunds will be given as this is the member's choice, classes will still go ahead and the member's place in the class will remain secured. Monthly payments will remain the same throughout the above mentioned periods of closure. Throughout the year, your monthly payment remains the same and payments are taken on the same day of each month regardless of how many lessons are attended in the month. This means that occasionally members will attend more lessons than usual for the same price which is why standing order payments continue during periods of closure. Members will also not be charged for any show rehearsals in the lead up to our annual show. In the lead up to examinations, extra classes may be required to ensure students are at the relevant standard. If extra classes are to be held these will be notified to you by the Studios by Newsletter, website, text, or note to parents/guardians and you will be notified of any additional fees. Private lessons are processed separately to this.



#### AMENDMENTS TO REGULAR PAYMENT AMOUNT

If a student wishes to change classes or to start an additional class, the parent/guardian must confirm this with a teacher of VOX Dance Studios and payment amendments will be confirmed with the parent/guardian as soon as possible. Payment amounts can only be amended when you complete a regular payment amendment form held by VOX Dance Studios which will then be processed directly with your bank. Amendments to regular payment amounts have a 1 month notice period. VOX Dance Studios reserve the right to amend fee amounts during the course of your membership, although if this is the case you will be notified in writing and given notice.

#### CANCELLATION OF CLASSES

We reserve the right without limitation to cancel classes due to unforeseen circumstances. We shall assume no liability whatsoever in the event these classes are cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of classes impracticable, illegal or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergency. In such events we cannot reimburse you for classes that are cancelled however we will arrange for the class to be rescheduled to a day/time at the Studios' discretion. There will be no reduction in fees for lessons missed by the member.

#### TERMINATION OF MEMBERSHIP

We reserve the right to cancel with immediate effect your agreement/membership with us upon notice and/or evidence that you have breached the terms and conditions within this document or any other regulations set by us including but not limited to: disrespect to the welfare of teachers, students, visitors, any other person associated with us; disrespect or vandalism of the premises and equipment held with our property. In such events it remains the bill payer's/member's sole responsibility to cancel regular payment (standing orders).

#### CANCELLATION POLICY (MEMBERSHIP/REGULAR PAYMENT AGREEMENT)

You reserve the right to cancel your agreement to these Terms and Conditions and our services by completing a cancellation form provided by us providing us with 1 month's notice. This completed form acts as your notification of cancellation to our services and proof that you want to cancel. If a subsequent payment is made after the one month notice period (that will be identified on the signed cancellation form), it is an error with the bank and therefore monies will be reimbursed. Without this cancellation form completed by the member/account holder, any subsequent monies that are paid after the one month's notice will not be reimbursed. By submitting your cancellation form you agree to payment of one month post your cancellation. The member will still be able to attend dance lessons during the notice period. No credit will be issued for any cancellations. It is solely your responsibility to ensure the regular payment (standing order) with your bank has been cancelled in full. We do not have the power to cancel or amend regular payments with your bank on your behalf only request the same with your completed standing order form. All relevant forms are available from us and you agree to complete and return the forms to us in order for the cancellation to be valid. Failure to inform VOX Dance Studios of cancellation of your regular monthly payment will result fees being charged as usual with no refunds provided.



#### CANCELLATION POLICY (PRIVATE LESSONS)

You reserve the right to cancel a private lesson. For any cancellations received in writing or verbally not less than two days prior to the lesson, you will receive a 100% credit to be used in another private lesson or if payment hasn't been received prior to the lesson no payment will be necessary. If failure to cancel within two days of the lesson, 50% of the original price will be retained by the Studios due to your date/time having been secured and lesson prepared.

#### PHOTOGRAPHY

Students may on occasion be photographed or filmed during class and performances. Occasionally photographs may be displayed on our Facebook page, website and marketing materials for promotional and marketing use. If you have an objection to your child being photographed, please inform the principal, Nichola Reynolds, in writing.

#### STUDENT HEALTH

VOX Dance Studios' members accept responsibility for their own state of health and physical condition and accept that it is the member's responsibility to notify the Studios in writing of any prior or current medical conditions and injuries. VOX Dance Studios will not accept liability for any injury, harm, damage or loss received in the general course of a dance session.

#### VALUABLES/PERSONAL PROPERTY

The Studios accepts no liability for any items lost or damaged during the course of a dance class/show/performance on or away from its premises. VOX Dance Studios accepts no liability for loss or damage to property, or cars parked in the car park. Owners leave their belongings and cars solely at their own risk.

#### LOCAL DANCE SHOP DISCOUNTS

Local business discounts are provided by external companies separate to VOX Dance Studios, and thus VOX Dance Studios cannot be held responsible for changes or discount amendments.

#### COMPLAINTS

Any complaints or issues regarding the membership need to be sent in writing to VOX Dance Studios registered business address. Any disputes related to the membership terms and conditions will be settled in accordance with the laws of England.

Data Protection Act 1998.

#### DATA PROTECTION, PRIVACY AND PERSONAL INFORMATION

We are registered with the ICO in line with Data Protection Laws and the General Data Protection Regulation (GDPR). To learn about how we protect your personal information, such as names and date of births, refer to our privacy policy to be found at [www.voxdance.co.uk](http://www.voxdance.co.uk). VOX Dance Studios holds information about our customers to enable us to carry out our business as a membership, dance education and training organisation. This information includes the contact details you supply to us and may also include information on examinations, courses and student records. VOX Dance Studios will not disclose your information to third parties outside the of Studios except where the law requires, or where you



have given your permission to do so. We may from time to time contact you individually about other carefully selected Studio services which we think will be of interest to you.

#### LIMITATION OF LIABILITY

In no event, including without limitation, negligence, will we, our subsidiaries, affiliates, agents, officers, directors, employees, partners or suppliers be liable to you or any third party for any damages whatsoever, including, without limitation, loss of data, special, punitive, incidental, indirect or consequential damages of any kind, or those resulting from any incident that takes place within our premises (address stated in "NOTICE TO CONSUMER") or other premises of work. Nothing contained in these Terms and Conditions limits our liability to you in the event of death or personal injury resulting from our negligence or from the tort of deceit (fraud). We are acting on behalf of its subsidiaries, affiliates, agents, officers, directors, employees, partners and suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in these Terms and Conditions, but in no other respects and for no other purpose. In the event of an accident in a class you agree that we can, if we feel necessary, take you or the person you are paying for to hospital for treatment.

#### GOVERNING LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with the substantive laws in force in the United Kingdom.

#### LANGUAGE; TRANSLATION

It is the express wish of the parties that the Terms and Conditions and all related documents have been drawn up in English. The English version of these terms of use will be the version used when interpreting or construing these Terms and Conditions.