



DAVID STINSON THEATRE SCHOOL

TERMS AND CONDITIONS

By enrolling your child at David Stinson Theatre School, you accept these terms and conditions (“Terms & Conditions”) and sign your agreement to them as an ongoing agreement between you and David Stinson Theatre School (“Agreement”).

The Agreement is made between the parent/carer (“Parent”, “Carer”, “you” or “your”) of each enrolled student (“Student”, “Child”) by a Parent and David Stinson Theatre School (“David Stinson Theatre School”, “we”, “our”, “us”) (legally known as International Performing Arts & Theatre Limited) and is valid at all times whilst the child is enrolled at David Stinson Theatre School and until such a time as written notice is given in accordance with these Terms & Conditions.

1. INTRODUCTION

- 1.1 These Terms & Conditions apply to David Stinson Theatre School Activities.
- 1.2 For participation of a student in David Stinson Theatre School Activities, all parents/carers are required to consent to these Terms & Conditions by signature or by ticking the acceptance box for these Terms & Conditions when submitting one of our online webforms. We may update these Terms & Conditions from time to time.
- 1.3 If you are an existing Parent of any David Stinson Theatre School Activities please read these amended Terms & Conditions carefully. Unless you contact us within fourteen (14) calendar days of receipt of these new Terms & Conditions, they shall supersede and extinguish all previous agreements between us and shall govern the contractual relationship between us going forwards. Your continued enrolment of a Student in David Stinson Theatre School Activities shall be deemed as acceptance of these Terms & Conditions and willingness to be bound by them.
- 1.4 Any changes to these Terms & Conditions require the written consent or approval of David Stinson Theatre School.
- 1.5 “Activities” refers to David Stinson Theatre Schools Saturday Classes, Evening Classes and Holiday Clubs.

- 1.6 "Holiday Clubs" refers to workshops run by David Stinson Theatre School during school holiday breaks.
- 1.7 "Principal" refers to any person designated to be the manager of the David Stinson Theatre School.
- 1.8 "Director" refers to any Executive Director of International Performing Arts & Theatre Limited.
- 1.9 "Term" refers to one normal academic term of David Stinson Theatre School during which sessions are run.
- "Half Term" refers to half of a school term. *For example, the Autumn Term is split into two Half Terms and they are separated by a short one-week break called the October Half Term Break.*
- 1.10 "Term Dates" refers to the dates for the relevant Term.

2. ENROLLING A NEW STUDENT TO SATURDAY AND/OR EVENING CLASSES

- 2.1 To request a free trial and/or a place for a new student to the David Stinson Theatre School, the parent/carer must agree to these Terms & Conditions when applying for a free trial session via our website.
- 2.2 Each student will be offered one free trial place which is allocated on a 'first come, first served' basis. If the parent/carer decides to enrol their child to the David Stinson Theatre School, then a one-off sign-up fee of £35 must be paid which covers the cost of the David Stinson Theatre School T-Shirt, Hoodie and Information Pack.
- 2.3 If David Stinson Theatre School is unable to accept the student due to capacity reasons, the student may, at the parent's/carer's discretion, be placed on a waiting list.
- 2.4 At the end of the student's free trial, should they be accepted by David Stinson Theatre School, the student's parent/carer will be given an information pack which will include an acceptance letter, enrolment form, fee information, payment methods and a copy of these Terms & Conditions.

3. BALANCE PAYMENTS FOR SATURDAY CLASSES & EVENING CLASSES

- 3.1 For a student enrolled on the David Stinson Theatre School (Saturday Classes and/or Evening Classes), fees should be paid in advanced for each half-term. Where a letter or invoice is specifically issued, payment must be made within 30 days of receipt, except where a payment plan is already in place or to be made with the approval of a director.
- 3.2 David Stinson Theatre School accepts the following payment methods:
- Online Payments (BACs, Direct Debit, Standing Order)
 - Card Payments (In-person or over the telephone)

- Cash
- Cheque (made payable to International Performing Arts & Theatre)

3.3 David Stinson Theatre School will offer all other siblings of the same family attending at the same time/session, a sibling discount of fifty percent (50%) on fees for the sibling only. This is only applicable to Saturday Classes and Evening Classes. We do not offer a sibling discount for Holiday Clubs.

4. TERM DATES, AUTOMATIC RE-ENROLLMENT & TERMINATION SATURDAY SCHOOL/EVENING CLASSES

4.1 Once enrolled to David Stinson Theatre School Saturday Classes and/or Evening Classes, Term Dates for the next following term will be made known to parents/carers in writing at the end of that current term.

4.2 Unless David Stinson Theatre School is otherwise notified in writing by you 2 weeks before the commencement of the new half-term, a student is automatically re-enrolled for the following half-term period.

4.3 If you do not notify David Stinson Theatre School 2 weeks before the start of the next half-term that you do not wish your child/ren to be re-enrolled as a student onto the following half term, then you will remain liable for the full fees associated with the upcoming half-term, regardless of attendance of the student.

5. HOLIDAY CLUBS

5.1 David Stinson Theatre School provides full-time holiday clubs (also known as David Stinson Holiday Clubs) during the October Half Term Break, February Half Term Break, Easter Holiday Fortnight, May Half Term Break, and during the School Summer Holiday.

5.2 Dates of Holiday Clubs are released in advance on the David Stinson Theatre School website. The clubs open daily from 8:00 am until 6:00 pm (on the last day each holiday club week, students perform in a mini show and the Holiday Club closes at 3.30 pm). Our normal activity hours are 9:00 am until 3:00 pm, the extended day commences from 3:30 pm until 6:00 pm.

5.3 For the avoidance of doubt, the trial period and sibling discounts detailed in sections 3 and 4 above do not apply to Holiday Clubs. There are no free trials available for the Holiday Clubs and unfortunately, there is no sibling discount.

5.4 David Stinson Theatre School does not accept childcare vouchers or the tax-free childcare allowance. We are a registered private company and not a 'childcare company'. One of the ways that we keep our weekly Holiday Club fees so low, is by keeping administrative costs to a minimum. By having an automatic online booking system, this means that the David Stinson Theatre School has very little administrative duties to fulfil; however, should we introduce childcare vouchers, this

would increase our administrative and operational costs that would consequently mean we have to increase the fees considerably.

5.5 Packed lunches, snacks and drinks should be brought every day by students attending the Holiday Clubs. We encourage healthy eating at our school and appreciate if you could help us with that commitment. A refillable water bottle is also required so that students can fill them up and remain hydrated throughout the day. Parents/carers should take care so as not to place any allergens into the lunches of students. If the David Stinson Theatre School advises you of a particular allergen not to be packed, then this guidance must be followed on the grounds of Health and Safety. We reserve the right to prohibit the attendance of any student who contravenes this guidance more than once.

5.6 Drop Off

- Parents/Carers can drop off students between 8:00 am – 9:00 am.
- All students should be at the David Stinson Theatre School by 9:00 am, ready to commence their first activity.
- If Parents/Carers are running late for dropping off a student, then a text message should be sent to the Principal to inform them so arrangements can be made for gates and doors, (only send a text if it is safe to do so).
- Parents/Carers are not encouraged to stay, and our Safeguarding Policy does not allow for Parents/Carers to be present in the classrooms or learning areas unless they have had the relevant safeguarding checks through the David Stinson Theatre School.
- During the 1 hour drop off time and during the extended day, the activities that we offer will vary to that of the core 9:00 am- 3:00 pm activities.

5.7 Pick Up

- Parents/carers should pick their child up promptly, between 3:00 pm and 3:30 pm.
- The David Stinson Theatre School offers an extended day option charged at £10 per day. This can be Pay As You Go or pay in advance by emailing the David Stinson Theatre School.
- Parents/Carers should inform the David Stinson Theatre School in the morning of any other adult that will be picking their child/ren up.
- If a Student is left in our care after 3.30pm, the Parent/Carer will automatically be charged the Extended Day fee of £10.
- Late pickups will be charged at £10 for every 15 minutes late, after 6:00 pm.
- On the last day of each holiday school week, there will be a performance at 3:00 pm. Gates open at approximately 2:55 pm for parents/carers/audience to be seated. There is not an extended day option for the end of week show day (usually Friday) and all children must be collected by 3:30 pm. We charge £3 per adult who attends the performance and this money is donated to our chosen charity.
- Extended Day sessions will consist of an array of alternative activities that are designed for fun and creativity, for more information please email the David Stinson Theatre School.

5.8 If you decide that you would like to cancel your child/ren's place on a Holiday Club, unfortunately, we will not provide a refund. However, we will transfer the booking to an alternative future holiday club of your choice, within the next 12 months, and subject to availability. If the place has not been paid for prior to wishing to cancel, an invoice will be still be sent to the parent/carer due to pay and must be paid within 30 days of receipt. Our Holiday Clubs are staffed according to the number of students we have enrolled, which is why this condition is in place.

5.9 If a parent/carer needs to make a change to a booking from one week to another week, then please email info@davidstinsontheatreschool.com

Changes are subject to availability on the week to be changed to.

- 5.10 Bookings should in the first instance be made online through our website. The booking provider software is delivered by BookWhen, and card payment then provided by Stripe. Their websites should be consulted for their privacy policies and data handling policies.

6. USE OF PERSONAL INFORMATION

- 6.1 The personal data (as it is defined in the Data Protection Act 2018) of a student and/or parent/carer will be processed by David Stinson Theatre School in accordance with our Privacy Policy (for online interactions) and our Data Protection Policy (for offline data), which can be found on our website. A PDF copy of the Privacy Policy can be requested from: info@davidstinsontheatreschool.com
- 6.2 David Stinson Theatre School owns all the rights, title and interest in and to its website, including software, text and media and its logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Activity, Course, Workshop or Holiday Club is owned by David Stinson Theatre School.

7. HEALTH AND INJURIES

- 7.1 Students participate at their own risk and parents/carers are obliged to inform David Stinson Theatre School and its staff of any existing injuries or medical condition before participation or upon becoming aware of such injury or medical condition. All enrolment forms and/or booking forms must detail any known medical conditions stated and any changes to such information must be notified to David Stinson Theatre School immediately in writing.
- 7.2 If you are unsure whether your child/ren should participate in any activity please consult the your General Practitioner before enrolling your child/ren on a David Stinson Theatre School Activity.
- 7.3 Any medication left on the school premises must be clearly labelled and the student whose medication it is should, unless David Stinson Theatre School has agreed in writing, be able to administer it themselves. Medication should have accompanying instructions for times to be administered, the dosage, and emergency contact details. Medication must be handed in upon entry to the Theatre School, and it is your responsibility to collect your child/ren's medication. If training is required for administering medication, we reserve the right to ask you to provide or cover the cost of such training, where there is a need for specialist training we reserve the right to defer your booking to a future date once staff have been trained.
- 7.4 Students must wear suitable footwear and clothing at all times, including David Stinson Theatre School uniform for all Saturday Classes and Evening Classes.
- 7.5 First aid will be administered by a qualified First Aider for those in our care if required, and emergency services called if necessary. As we are in loco parentis we reserve the right to provide first aid as we deem fit. If a student is feeling unwell or a student is admitted to hospital/visits a

doctor or dentist following an accident on one of our activities, parents/carers must inform the Principal and/or a Director.

- 7.6 David Stinson Theatre School should be informed of any Special Educational Needs and Disabilities, and or additional needs at the point of booking a free trial and/or enrolling on to a Holiday Club. It is your responsibility to inform the David Stinson Theatre School of any changes.
- 7.7 If a student is unwell or has an accident requiring emergency treatment, the parent/carer will be contacted via the emergency contact details on the enrolment form. This number must always be contactable whilst the student is attending the David Stinson Theatre School activity.
- 7.8 Parents/carers are solely responsible for ensuring that the emergency contact details on David Stinson Theatre School's records are up to date.

8. BEHAVIOUR

- 8.1 David Stinson Theatre School have a positive behaviour management policy in place with both sanction and reward systems. By booking a place parents/carers accept that students will be bound by the expectations, and behaviour systems we have. In our approach to behaviour management, we have a traffic light system. Green is positive behaviour and doing as expected. Amber is a short time out reflection due to failing to meet expectations. Red is when a more serious failure or continuing failure to meet expectations has occurred; when red has been reached a conversation will usually be had with the parent/carer. If the behaviour is a serious risk or there is no de-escalation of behaviour, then the parent/carer will be asked to collect the student.
- 8.2 Parents/carers accept that if they have a concern about the implementation of these systems or concern about the behaviour of a student at any David Stinson Theatre School activities then the parent/carer will raise these confidentially with the Principal and/or Director.
- 8.3 David Stinson Theatre School reserve the right to temporarily exclude or permanently expel any student from participating because their behaviour poses a risk to the safety of staff and or other students. If we do decide to take such action, it is at the discretion of the Principal and/or Director whether or not to issue a refund for any monies already paid.
- 8.4 As per 7.6, if a student has any Special Education Need or Disabilities or factors impacting upon their learning or behaviour, it is the responsibility of the parent/carer to inform David Stinson Theatre School on the enrolment form/webform/booking form at the time of booking. David Stinson Theatre School will complete a risk assessment and consider how best to support the student. If your child has an Education, Health and Care Plan (EHCP) then the parent/carer should make David Stinson Theatre School aware of this at the time of booking. If a student's needs have changed since the time of booking it is the parent/carer's responsibility to inform us. David Stinson Theatre School will try to accommodate every student's needs, where viable, however in certain cases we reserve the right to charge an additional fee to cover the costs of doing so. If we decide that we are unable to support a student's needs, we will provide a full refund. However, if you do not declare those needs, we reserve the right to cancel your booking and refuse entry to any David Stinson Theatre School Activity without issuing a refund.

- 8.5 Parents/carers must conduct themselves with courtesy and politeness to one another. David Stinson Theatre School will not tolerate rudeness or abuse towards Staff, Students or other Parents. We reserve the right to refuse access to any person we deem unsuitable to be on the premises.

9. SAFEGUARDING

- 9.1 Parents/carers can request our Safeguarding Policy by emailing info@davidstinsontheatreschool.com
- 9.2 The Designated Safeguarding Officer should be contacted about any safeguarding concerns, issues, or further information. The Designated Safeguarding Officer is Adam Tate and he can be contacted by emailing adam@davidstinsontheatreschool.com
- 9.3 All our staff are DBS checked to an enhanced level and have the relevant Safeguarding Training.
- 9.4 We reserve the right to and have a duty to pass on any concerns to the local authority safeguarding team. Additionally, where required to do so we may pass on details to other safeguarding organisations and authorities such as the Police.

10. PHOTOGRAPHY AND VIDEOGRAPHY

- 10.1 Students are photographed and videoed for advertising David Stinson Theatre School Activities and services and promoting the excellent work which we do, and for recognising the achievement of our students. We only use photos and videos for these purposes. All media is stored securely and used responsibly.
- 10.2 Parents/carers that do not consent for a student to be photographed or videoed must inform the principal, and are advised that their child may not be able to access the full range of activities and final events such as performances, as these final performances are usually videoed by other parents/carers as a keepsake and by the school for promotional purposes.
- 10.3 It is only permissible for parents/carers to take photographs or record videos when invited to do so by the person in charge.

11. PERSONAL PROPERTY

- 11.1 Students are responsible for the care of their belongings. David Stinson Theatre School can accept no liability for lost or damaged belongings.
- 11.2 You acknowledge that the maximum aggregate liability of David Stinson Theatre School, to a Student or Parent under these Terms & Conditions, shall not exceed the David Stinson Theatre School Activity fee to which a claim relates.

- 11.3 The liability of David Stinson Theatre School and that of its staff is restricted to in-person activity time only and then only to gross negligence.

12. FORCE MAJEURE

- 12.1 In circumstances where the David Stinson Theatre School has been forced to closed due to force majeure, we regret that fees will not be refunded and/or that fees should continue to be paid and activities will be postponed and re-arranged as and when it is safe to do so.
- 12.2 Where David Stinson Theatre School holiday clubs are required to close due to an order made by a Government Agency, or due to the closure of our hired venue, due to the risk this poses to our business, David Stinson Theatre School will not issue refunds but will transfer bookings to an alternative Holiday Club week of the Parent/Carer's choice.

13. CORONAVIRUS SPECIAL TERMS

- 13.1 The coronavirus has led to outbreaks of COVID-19 across the world. David Stinson Theatre School continues to follow the advice and legislation related to the coronavirus. It should be stressed that we intend to remain open unless we are required to close. We have a coronavirus plan in place and effective from 05/03/2020 and until further notice, the measures set out in this plan must be complied with.
- 13.2 Parent/carers and students must follow the advice and direction of the David Stinson Theatre School, including but not limited to, good hand and respiratory hygiene. Measures including advice, hand sanitising and hand washing, temperature checks, increased cleaning, and toilet checks are in place. Parents should stay up to date with information from the David Stinson Theatre School and Government Agencies, particularly Public Health England.
- 13.3 Where David Stinson Theatre School holiday clubs are required to close due to an order made by a Government Agency, or due to the closure of our hired venue, due to the risk this poses to our business, David Stinson Theatre School will not issue refunds but will transfer bookings to an alternative Holiday Club week of the Parents choice.
- 13.4 Where you wish to cancel due to concerns with the coronavirus, David Stinson Theatre School will only issue refunds as set out in the section above. Where you or your child has been ordered to self-isolate by a government agency, evidence of this must be emailed to info@davidstinsontheatreschool.com where at the sole discretion of the Directors they may provide the option to transfer your booking to an alternative future Holiday Club week, or in exceptional circumstances may offer a refund.
- 13.5 Where there are concerns about whether you, your child/ren, or any person that attends the David Stinson Theatre School, have come into contact with another person with coronavirus or feels unwell you must inform us immediately and seek our decision over whether attendance is permitted.

- 13.6 David Stinson Theatre School reserve the right to refuse entry/attendance to any person who is unwell or we have reason to believe that you present a risk of coronavirus.
- 13.7 To reduce risk, we reserve the right to make alternative arrangements for show days. This may, and is likely to be, recording of the show without an audience and then sending a link to for parents/carers to view the show at your leisure.
- 13.8 During the lockdown period of England, we reserve the right to make alterations to our booking and payments systems, that might in part differ to the above-mentioned payment terms and conditions. For our Holiday Clubs that usually utilises an online payment system, during the lockdown period we may temporarily suspend online payments and defer all payments until it is confirmed by the relevant Government Authorities (and the venue) that we can operate. The online booking system will remain open to accept 'in-principle' bookings, once we have been told that we can operate we will then send an invoice via email where upon payment must be completed within 30 days (unless an alternative payment arrangement is agreed in writing with a Director). Any due payments not paid within the 30 days and without alternative payment agreed will result in the booking being recorded as cancelled. If 'in-principle' bookings have been taken and we are unable to operate, as we will have not of taken payment then all bookings will be cancelled without any monies being owed to those 'in-principle' bookings. If booking have been confirmed and monies have been paid but we are required to cease operating, then the terms outlined 13.3 and 13.4 will apply.

14. GENERAL

- 14.1 If a student refuses to attend the David Stinson Theatre School Activity then we regret no refund will be available.
- 14.2 David Stinson Theatre School reserves the right to make changes to the timetable and the teaching staff from the advertised programme, due to illness or other circumstances beyond our control.
- 14.3 Where a session of a David Stinson Theatre School Activity has to be cancelled by David Stinson Theatre School, the Principal will give as much notice as possible. In the event of a last-minute session cancellation, you will be notified by email, text message, a call to your mobile phone or through a designated David Stinson Theatre School social media site. Parents/carers must ensure that they provide their Principal with up-to-date contact details.
- 14.4 It is occasionally necessary to change the time and/or venue of a David Stinson Theatre School Activity session. This will only be done if absolutely necessary and David Stinson Theatre School will do its best to keep class times and locations as similar as possible but, unfortunately, this cannot always be guaranteed.
- 14.5 In the event that a student is unable to attend a David Stinson Theatre School Activity session, due to sickness, holiday or a decision by the Parent or Student not to attend, David Stinson Theatre School regrets that it is unable to refund any payment.

- 14.6 All Students must be collected on time after a session. David Stinson Theatre School is unable to supervise students after a session and consistent late collection will result in additional charges. Parents will be charged £10 per every 15 minutes that they are late. This fee covers the cost of the Staff Member's time.
- 14.7 David Stinson Theatre School Activity fees are reviewed annually and may be increased. Where an increase occurs parents/carers will be informed.
- 14.8 These Terms & Conditions, together with any Fee Information and Acceptance Letter, constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.9 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.
- 14.10 The Agreement shall be governed by, and construed in accordance with, the laws of England, and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.