



## TERMS & CONDITIONS

By enrolling your child at Essex Drama Academy, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Essex Drama Academy ("Agreement").

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled student ("Student"), by a Parent and Essex Drama Academy ("Essex Drama Academy", "we", "our", "us") and is valid at all times whilst the Student is enrolled on any Essex Drama Academy activity and until such time as written notice is given in accordance with these Terms & Conditions.

### 1. INTRODUCTION

1.1 These Terms & Conditions apply to all our Essex Drama Academy schools, Courses, Holiday Workshops/Camps, Workshops and any additional products and/or services offered by Essex Drama Academy.

1.2 For participation of a Student in an Essex Drama Academy Activity all Parents are required to consent to these Terms & Conditions by signature. We may update these Terms & Conditions from time to time.

1.3 If you are an existing Parent of Essex Drama Academy 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 at Essex Drama Academy shall be deemed as acceptance of these Terms & Conditions and willingness to be bound by the same.

1.4 Any changes to these Terms & Conditions require the written consent or approval of Essex Drama Academy.

1.5 A "Course" refers to a course of classes offering tuition in drama which will be delivered during the Term. Course classes will take place once per week for a certain number of hours, as detailed at the time of booking.

1.6 "Holiday Workshop/Camp" refers to Workshops run by Essex Drama Academy during the breaks between Terms.

1.7 "Principal" refers to the principal of the Essex Drama Academy.

1.8 "Term" refers to one normal academic term of Essex Drama Academy during which Courses are run.

1.9 "Term Dates" refers to the dates for the relevant Term.

1.10 "Workshop" refers to a one-off course offering tuition in drama and/or other performing arts related activities which will be delivered for a certain number of hours per day for a period of between one (1) and five (5) consecutive days and can run at any time throughout the year.



## 2. ENROLLING A NEW STUDENT IN AN ESSEX DRAMA ACADEMY ACTIVITY

2.1 To apply for a place for a new Student on an Essex Drama Academy Activity, the Parent must agree to these Terms & Conditions and submit an application form by post, online or in person.

2.2 Each Student's place is allocated on a 'first come, first served' basis. Applications must be accompanied by the appropriate payment/transfer, as set out for each Essex Drama Academy Activity ("Deposit").

2.3 Times, current Term Dates, fees and all relevant course details for booked Essex Drama Academy Activities will be confirmed in the Acceptance Letter for each Essex Drama Academy Activity, along with a receipt for payment of the Deposit.

2.4 All such terms and conditions detailed in the Acceptance Letter shall be incorporated into the Agreement and shall be deemed to have been accepted by the Parent upon payment by, or on behalf of, the Parent.

## 3. COURSE FEES

3.1 For a Student enrolled on a Workshop, the full fees are paid as the Deposit in advance, as detailed in clause 2.2 above.

3.2 For a Student enrolled on either a Course or Holiday Workshop/Camp, Fees must be paid on or before 15 days prior to the start of each term for each student. Failure to do so will result in the student losing their place on the course.

3.3 The Balance must be paid in full, subject to any alternative agreements made with the Principal, by fifteen days prior to the start of the Term or Holiday Workshop/Camp, by Bank transfer.

## 4. COURSES

4.1 An Essex Drama Academy may, at its discretion, offer the second child of the same family attending a drama (not LAMDA) course at the same time, a sibling discount of up to ten percent (10%) on Course fees. This discretionary sibling discount will only apply if Essex Drama Academy is notified of the sibling relationship at the time the Deposit is paid. Only one discount may apply against the Course fee for an individual child at any one time. A ten percent (10%) discount may also be applied to a student who enrolls onto two courses; this discretionary discount will only apply if the courses are booked at the same time.

4.2 Once enrolled on a Course, Term Dates for the next Term will be made known to Parents in writing at the end of the current Term.

4.3 If a Course session falls on a bank holiday then a replacement class will also be added onto the end of the current Term timetable or the subsequent Term.

4.4 Payment is due for the next Term of Course fees 15 days before the start date of the Term, subject to any alternative payment agreements you may have with the Principal.

## 5. WORKSHOPS & HOLIDAY WORKSHOPS/CAMPS

5.1 Parents should contact Essex Drama Academy to confirm if it is organising Workshops and/or Holiday Workshops/Camps.

5.2 Dates and times of Workshops and Holiday Workshops/Camps are released in advance on the Essex Drama Academy website.

5.3 For the avoidance of doubt, the sibling discounts detailed in sections 4 above do not apply to Workshops or Holiday Workshops/Camps.

5.4 If you cancel a Student's place on a Holiday Workshop/Camp or Course outside of the Cancellation Period the Deposit will be retained by Essex Drama Academy.

5.5 Please note that clause 5.4 above is subject to your statutory cancellation rights as set out in clause 2 of these Terms and Conditions.

## 6. USE OF PERSONAL INFORMATION

6.1 The personal data (as it is defined in the Data Protection Act 1998) of a Student and/or Parent submitted using the application form will be processed by Essex Drama Academy for the purposes of administration and research, in relation to the provision of teaching services in drama.

6.2 Essex Drama Academy will share this information with external agencies (for example organisations with responsibility for children's safeguarding) only when required or permitted to do so by law.

6.3 Essex Drama Academy will not disclose personal data to third parties for marketing purposes although Essex Drama Academy may use personal data for their own marketing and business development purposes, including for the purposes of advertising and promoting new products and/or services by Essex Drama Academy.

6.4 Parents who do not wish to receive marketing communications from Essex Drama Academy should inform the Principal in writing.

6.5 Essex Drama Academy will from time to time take photographs and film footage of Students during Courses, Workshops, Holiday Workshops/Camps and performances for use in Essex Drama Academy marketing and publicity material. Essex Drama Academy will not make such photographs or film footage available of any Student who objects or whose Parent objects. Objections should be made in writing and sent to the Principal.

6.6 Essex Drama Academy owns all the rights, title and interest in and to its websites, including software, text and media and its trade marks, logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Course, Workshop or Holiday Workshop/Camp is owned by Essex Drama Academy.

## 7. HEALTH AND INJURIES

7.1 Students participate at their own risk and are obliged to inform Essex Drama Academy and its staff of any existing injuries or medical condition. All application forms must have any known medical conditions stated and any changes to such information must be notified to Essex Drama



Academy immediately in writing.

7.2 If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student on an Essex Drama Academy Activity.

7.3 Any medication left on the school premises must be clearly labelled and the Student should, unless Essex Drama Academy has agreed in writing otherwise, be able to administer it themselves.

7.4 Students must wear suitable footwear and clothing at all times.

7.5 If a Student is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided in the registration form. This number must always be contactable whilst the Student is attending the Essex Drama Academy Activity.

7.6 Parents are solely responsible for ensuring that the emergency contact details on Essex Drama Academy's records are up to date.

## 8. PERSONAL PROPERTY

8.1 Students are obliged to take care of their own belongings. Essex Drama Academy can accept no liability for lost or damaged belongings.

8.2 You acknowledge that the maximum aggregate liability of Essex Drama Academy to a Student or Parent under these Terms & Conditions shall not exceed the Essex Drama Academy Activity fee to which a claim relates.

8.3 The liability of Essex Drama Academy and that of its staff is restricted to class time only and then only to gross negligence.

## 9. GENERAL

9.1 Essex Drama Academy may, at its own discretion, refuse a Student entry to an Essex Drama Academy Activity or session of an Essex Drama Academy Activity if it is felt that the Student's behaviour is unacceptable.

9.2 Essex Drama Academy reserves the right to make changes to the timetable and to the teaching staff from the advertised programme in the event of illness or other circumstances beyond our control.

9.3 Where a session of an Essex Drama Academy Activity has to be cancelled by Essex Drama Academy, Principals will give as much notice as possible. In the event of a last minute session cancellation, you will be notified by email or text message or a call to your mobile phone or through a designated Essex Drama Academy social media site. Parents must ensure that they provide their Principal with up-to-date contact details.

9.4 It is occasionally necessary to change the time and/or venue of an Essex Drama Academy Activity session. This will only be done if absolutely necessary and Essex Drama Academy will do its best to keep class times and locations as similar as possible but unfortunately this cannot always be guaranteed.

9.5 In the event that a Student is unable to attend an Essex Drama Academy Activity session, due



to sickness, holiday or a decision by the Parent or Student not to attend, Essex Drama Academy regrets that it is unable to refund any payment.

9.6 All Students must be collected on time after a session. Essex Drama Academy is unable to supervise Students after a session and consistent late collection will result in additional charges.

9.7 Essex Drama Academy Activity fees are reviewed annually and may be increased in September of each year.

9.8 These Terms & Conditions, together with any Fee Note, Acceptance Letter and/or Venue Sheet, 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.

9.9 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.

9.10 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.