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. We may update these Terms & Conditions from time to time.

1.3 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.

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

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

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

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

1.8 "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 online.

2.2 Each Student's place is allocated on a 'first come, first served' basis. Applications must be accompanied by the appropriate full 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.

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 Essex Drama Academy, by 15 days prior to the start of the Term or Holiday Workshop/Camp, by Bank transfer.

4. COURSES

4.1 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 Essex Drama Academy.

5. WORKSHOPS & HOLIDAY WORKSHOPS/CAMPS

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

5.2 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.

5.3 Please note that clause 5.2 above is subject to your statutory cancellation rights.

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/guardian 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 Essex Drama Academy 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/guardian objects. Objections should be made in writing and sent to Essex Drama Academy.

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 and additional needs 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/guardian 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.

7.7 Essex Drama Academy cannot be held responsible for any student before or after their agreed class/workshop. All children must be supervised before class and picked up immediately after the session.

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/guardian 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 at NO time tolerates abusive or inappropriate behaviour towards other students or teachers. Should this problem continue the student will be excluded from class and no refund made.

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, as much notice as possible will be given. 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. Parents must ensure that they provide Essex Drama Academy with up-to-date contact details. NO refunds will be given in the event that classes are cancelled due to bad weather or events out of our control including bank holidays.

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 There will be no refunds if you decide to terminate lessons once the term or session starts. Fees are not waived in respect of family holidays, school trips, exams or short term sickness or injury. Long term injury or sickness with a medical note will be assessed on an individual basis. Places are only

transferable at the discretion of Essex Drama Academy; there will be a £10 administration fee.

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. A warning will be issued for the first late pick up, a fee of £5 for the second late pick up, and a £10 for the third late pick up. Three late pick ups will result in the student losing their place in the class immediately. Any late fees will be deducted from the remaining lesson fees, as well as any extra time paid to staff before any refund is issued.

9.7 Essex Drama Academy Activity fees are reviewed termly.

9.8 Attendance at classes at Essex Drama Academy confirms that you adhere to our terms & conditions

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.