



## TERMS AND CONDITIONS CONTRACT FOR THE ACT TOO ARTS ACADEMY

Latest Revision: March 2014

\*Please read these terms and conditions carefully as they form a legally binding contract between you and Act Too Stage School Limited [Trading as, and herein known as 'Act Too Arts Academy'].

### 1. MEMBERSHIP

- 1.1 Prior to being offered a place candidates will attend a free trial session.
- 1.2 Candidates will then be provided a provisional place for 8 weeks while they are assessed by the principal and tutors.
- 1.3 Candidates who decide to leave during this time remain liable for the full 8 weeks fees.
- 1.4 At the end of the 8 weeks, provided that they have shown the expected keenness and potential for learning, candidates will be accepted for full student membership.
- 1.5 Student membership is permanent and open ended but can be terminated at any time by the principal, as set out in later terms.
- 1.6 Membership can be terminated at any time by a student or parent by provision of 8 weeks written notice by the person signing this contract or a legally appointed person. Verbal or third party notice is not allowed.
- 1.7 Notice will only be accepted and valid when accompanied by advance payment for the 8 notice weeks.

### 2. FEES

- 2.1 The single student fees are £15 per week inclusive of VAT.
- 2.2 Fees are charged for the 43.5 weeks of the year [allowing January start and August annual variations] we are open but spread across all 52 weeks to aid family budgeting.
- 2.3 Where a family has two or more siblings attending the fees for second and subsequent siblings are £12 per week.
- 2.4 The fees for the 8 week provisional period must be paid in full in advance. By arrangement with the principal this can be split into 2 payments.
- 2.5 On becoming a full student member, payment is to be by Standing Order only, unless an alternative is agreed in writing by the Principal.
- 2.6 If concession to pay by alternative means is given by the principal then an administration charge of 50p per week will be levied in addition to the fees.
- 2.7 All fees are non-refundable. Allowance cannot be made for non-attendance for any reason including holiday, parties, illness or any other reason.
- 2.8 Late or non-payment of fees will result in claim via county court and/or the student being excluded from classes until fees are paid.
- 2.9 In the case of refused or returned cheques the payee, not Act Too, will be responsible for all incurred bank charges and administration fees as well as the academy fees outstanding.
- 2.10 In the event of frequent late payment or returned cheques, we reserve the right to change the payment terms to full payment for each of our 3 terms in advance in cash.
- 2.11 Receipts for cheques and cash can be provided on request.
- 2.12 Fees shall only be paid to the branch manager/administrator or the principal. Tutors are not responsible for collecting or helping with fees and should not be approached to do so.
- 2.13 Ensuring payment and checking that correct payments have been made are the responsibility of the payee and not Act Too. While every effort is made to continually reconcile individual accounts, if Act Too find that payments have not been set up correctly or missed then we reserve the right to add interest at 2% per month above the prevailing bank rate to all late fees.

### 3. PERFORMANCES

- 3.1 Act Too Arts Academy will undertake at least one major production or showcase each year and you will be expected to cover additional costs relating to these productions, including items set out in 3.3.
- 3.2 In the case of shows rehearsed outside of normal Saturday morning classes a rehearsal fee will be charged for each and every rehearsal call that a student is required to attend. Such fees will be advised in advance prior to audition. You must accept responsibility for payment of these fees and will be deemed to have accepted them by student attendance at the auditions.
- 3.3 You will be expected to help source, provide and pay for items of costume, specialist footwear or properties required for any of our shows or showcases.
- 3.4 Act Too Arts Academy reserve the right to charge for admission to any event it stages.
- 3.5 Only licensed chaperones will be allowed backstage at Act Too Arts Academy events. If you would like to apply to be a chaperone then please ask a branch administrator for a form.

### 4. TUITION

- 4.1 Normal regular tuition will be divided into three classes by the disciplines of Acting, Singing and Dance and each student will receive one class of each per week.
- 4.2 Normal classes will be no longer than one hour in duration. Shorter and longer sessions may be required for alternative activities.
- 4.3 From time to time Act Too will provide specialist workshops or a change to the standard class format in order to achieve specific goals. In such instances the class format and structure may differ significantly.
- 4.4 Students are divided into classes by age and by ability and Act Too reserve the right to place a student or move a student into the group they feel best suits their learning needs and potential.
- 4.5 All students are expected to participate in all classes unless there is a valid reason, agreed in advance, why they cannot.
- 4.6 Act Too will always attempt to provide continuity of tuition but reserve the right to substitute tutors without notice to accommodate illness, staff holiday cover or such like.
- 4.7 During specialist workshops, students may be tutored together as a school or in groups that are different to their usual peer groups.

### 5. UNIFORM

- 5.1 Act Too Arts Academy uniform must be worn to classes at all times unless specific alternative instruction has been given.
- 5.2 The uniform shall consist of black dance trousers, jogger bottoms or tracksuit trousers, an Act Too Arts Academy t-shirt and suitable soft black foot wear such as Jazz shoes, Plimsolls or plain black trainers.
- 5.3 Jewellery should not be worn to classes. Long earrings and necklaces present a particular hazard during movement.
- 5.4 Long hair shall be tied back away from the face.
- 5.5 Act Too Academy reserve the right to exclude students who are not correctly attired for the classes as set out in 5.2.

### 6. LOST PROPERTY

- 6.1 Act Too Arts Academy accepts no responsibility for property or valuables belonging to the students and as such nothing of value should be brought in unless specifically directed.
- 6.2 In the event of a loss of any item it may be possible that the school administrator will have found the item and placed it in lost property. Alternatively the venue may also have placed items into their lost property. It will be the student [or parental] responsibility to follow up lost items.
- 6.3 Students shall be responsible for their own items, including clothing, mobile phones, electronic items and other valuables at all times.
- 6.4 Mobile phones and tablet computers may not be used during class unless specifically for materials relating to the class such as script or music. Any phone or tablet being used for any other purpose will be confiscated until the end of the session by the tutor and held by the branch manager/administrator.

## 7. STAFF

- 7.1 Staff members are all required to apply to be licensed chaperones with their local authorities. This process includes CRB checks and training in the safety of children and young persons.
- 7.2 Tutors are appointed only to interface with and teach the students. Under no circumstances are tutors to be approached over management issues or complaints.
- 7.3 Branch Managers/Chaperones are appointed to supervise the classes and students at all times and during normal school should not be approached with questions. However after and prior to school they may be asked about administrative issues.
- 7.4 All enquiries or complaints are to be directed to the principal Lance Milton and no other person (refer to complaints) out of teaching times 09.00 to 12.45.

## 8. BEHAVIOUR

- 8.1 Act Too Arts Academy reserves the right to exclude any student as a result of poor attendance or unacceptable behaviour.
- 8.2 Persistent poor attendance or bad behaviour will result in a verbal warning followed by a letter to you (parent guardian signing this contract) for a second offence and finally permanent exclusion on a third offence. Under these circumstances there will be no refund of fees and you will remain liable for the full 8 weeks notice of leaving.
- 8.3 Act Too Arts Academy expects a particularly high standard of behaviour when students are representing the Academy at outside or public events. Poor behaviour at or a 'no show' non-attendance for such an event will be met with zero tolerance and may result in instant exclusion.

## 9. COMPLAINTS

- 9.1 All and any complaints must be made in writing to the principal Lance Milton only.
- 9.2 Complaints will not be dealt with on a Saturday morning unless by prior appointment with the principal.
- 9.3 Complaints will not be dealt with over the phone but written complaints will be accepted via email on [lance@acttoo.co.uk](mailto:lance@acttoo.co.uk)
- 9.4 Under no circumstance should any complaint be reported to a member of staff other than the principal.

## 10. HEALTH

- 10.1 All medical conditions shall be advised to Act Too Arts Academy in writing either prior to joining or at the earliest possible opportunity after diagnosis.
- 10.2 Students who need to carry medication shall do so with full notes about the medication and such medication shall be supplied in a safe sealed container. The branch manager/chaperone shall be made aware of and appraised of the medication and its use or application but will not be responsible for administering any such medication.
- 10.3 Medical instructions for special or allergic reaction emergencies shall be provided in writing prior to attendance. If in doubt our staff members are instructed to dial 999 and ask for an ambulance. If this is required any associated costs will be passed on to the student and/or their guardian.
- 10.4 If you are unwell and there is a chance that you may be contagious we ask that you stay away from classes until you no longer present an infection risk to others.
- 10.5 In the event that a student has attended classes and is later diagnosed with an infection that can be spread then the Act Too Academy branch manager shall be contacted at the earliest opportunity to inform them.
- 10.6 Under extreme circumstances you may be contacted out of hours to advise if there is any risk of serious infection to you or your child as a result of exposure to another infected student.

## 11. SUPERVISION

- 11.1 Once students are dropped off by parents, individual tutors will be responsible for the health, safety and welfare of students within their classes. As such it is vital that students obey their tutors explicitly at all times.
- 11.2 During breaks supervision is supplied by the branch manager, often helped by a tutor. During these times all instructions given by the manager must be obeyed.
- 11.3 Students under the age of 16 should always be dropped and collected by a parent/guardian and signed in and out of the school. Once signed in they remain in our care and under our instruction until they are signed out.
- 11.4 Collection and signing out of students shall be conducted in the main hall and parent/guardians should enter physically and collect/sign out. It is not acceptable to wait in the car park for your ward.
- 11.5 Two members of staff will remain at the school until such time as the last student is signed out or collected. In the event of late collection 30 minutes or more beyond 12.45 an additional fee will be levied to cover additional staff costs. This will be at a rate of £5 per half hour unless it has been arranged in advance with the consent of the staff.
- 11.6 Students under 16 but no younger than 12 may, by written permission, leave unaccompanied. Written permission must be at least a week in advance and must be presented to the branch manager in person by the parent/guardian. Written permission may never be sent in and handed over by the student.
- 11.7 During classes the premises will be secured and while students and staff may, by prior arrangement, be able to leave, there will be no access during these times. Fire and emergency escape doors will remain in full operation at all times.
- 11.8 A fire drill will be conducted each term as part of normal routine. These should be taken very seriously by the students and they will be expected to react in a mature, quiet and speedy manner to any instruction given.

## 12. CONSENTS

- 12.1 This contract implies consent for Act Too Arts Academy to photograph or video students while engaged in activities relating to or produced by the academy, unless written notice is provided to the contrary.
- 12.2 Classes, workshops and academy events will be photographed and video recorded where permissible with the prevailing rights holders and all students give consent to the use and reproduction of such records. Exclusive ownership license to the images and footage remains the property of Act Too Arts Academy. Students have no claim to property or royalty at any time in the future.
- 12.3 Act Too Arts Academy reserves the exclusive right to charge for provision of photographs and video recordings containing the images of students.
- 12.4 Act Too Arts Academy reserve the right to use any photographic media or record containing images of students in promoting or representing the school or in any other way it is legal to do so.
- 12.5 Advance written notice must be given to the Principal Lance Milton if you do not wish a student to be photographed or filmed in accordance with 12.1 or 12.2.

## ACKNOWLEDGEMENT

I \_\_\_\_\_, being the parent/legal guardian of: \_\_\_\_\_  
(Full name of signatory) (Full name of student)

;declare that I have read, understood and agree to comply with all terms stated in the contract above and shall be legally bound to them.

Signed \_\_\_\_\_ Date \_\_\_\_\_