

# Membership Terms and Conditions

Cre8ive Dance Academy

## NOTICE TO CONSUMER

This is an agreement between you ("the consumer", "you") and Cre8ive Dance Academy, 1<sup>st</sup> Floor, Park View, Church Street, Doncaster, DN3 3AG ("us", "we").

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 'Regular Payment Form' you accept all the terms and conditions of this agreement.

## MODIFICATION

We reserve the right to change these Terms and Conditions without notice to you. You are responsible for reviewing these Terms and Conditions on a regular basis, these terms are available to download on our website at [www.cre8ivedance.co.uk/membershipterms](http://www.cre8ivedance.co.uk/membershipterms). Your continued use of our services constitutes your agreement to the then current Terms and Conditions.

## MEMBERSHIP FEES

All regular payments (standing orders) must be paid prior to you or the person you are paying for attends 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 or on entering the lesson.

We reserve the right to increase costs of classes and membership. We will however, 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 consumer's bank to us.

## 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. We therefore cannot reimburse you for classes that cannot be attended by you or the person you are paying membership fees for. In event of this situation your rights to cancel membership are clearly stated in this document; please refer to the Cancellation Policy section.

## CANCELATION 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.

## 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 tutors, pupils, 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 consumers sole responsibility to cancel regular payment (standing orders).

## CANCELATION POLICY (MEMBERSHIP/REGULAR PAYMENT AGREEMENT)

You reserve the right to cancel your agreement to these Terms and Conditions and our services by providing in writing by letter one calendar month notice of your intention to cancel.

(cont...)

(cont...) Written notice acts as your notification of cancellation to our services and as proof that you want to cancel. If a subsequent payment is made after the one months notice, it is an error with the bank and therefore monies can be reimbursed. Without this written notice any subsequent monies that are paid after the one months notice will not be reimbursed.

By submitting your cancellation notice you agree to payment of one month services post to your cancellation. No credit will be issued for any cancellations. It is solely your responsibility to cancel the regular payment (standing order) with your bank. If required by you, we will provide relevant paper work to help make the cancellation of payment. We do not have the power to cancel regular payments with your bank on your behalf. 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.

## CANCELATION 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, 100% of the original price must be paid within five working days prior to the agreed lesson date/time.

## PRIVACY AND PERSONAL INFORMATION

We are registered under the Data Protection Act. 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.cre8ivedance.co.uk/privacy](http://www.cre8ivedance.co.uk/privacy)

## 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. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. The English version of these terms of use will be the version used when interpreting or construing these Terms and Conditions.