



General Terms and Conditions for Shine on Stage *.

*** T&C applicable to provision by 'Shine On Stage Stroud Ltd'.**

The Clients attention is drawn to the limitation of liability at clause 6.0

1.0 Introduction

1.1 This section sets out the terms and conditions by which Shine on Stage agrees to provide merchandise and services to you and your child.

1.2 When you book or purchase merchandise or services from us, you are signifying your agreement to these terms and conditions. These can be viewed on the website or can be requested. It is your responsibility to familiarise yourself with them before you book or purchase any product from us.

1.3 We reserve the right to modify, cancel or append these terms and conditions and upon doing so will accordingly update the website. On booking, it is your responsibility to check the website for most recent terms and conditions. The current terms and conditions appear on our website. When renewing your services or products with us, the most recent terms and conditions shall apply.

2.0 Definitions

2.1 "The Services" refer to our stage schools, school clubs, holiday workshops, and children's parties.

2.2 "Workshop" refers to a one off project offering tuition in dance, drama, and singing and is delivered for a certain amount of hours per day for a period of between one and five consecutive days.

2.3 "Stage School" refers to our weekly classes offering tuition in dance, drama, and singing and is delivered for a certain amount of hours during the days, specified as term dates, given at time of booking.

2.4 "Feedback form" is a form we will give to you at the end of your child's first term

2.5 "Inform", "Notify", "Communicate" and "Contact" are the processes by which we exchange information and enter into contracts regarding our products and services.

2.6 "Merchandise" is a physical product related to the activity and sold by us.

2.7 "Our Website" refers to www.shineonstage.co.uk

2.8 "Shine on Stage Party" refers to a performing arts party delivered by us on premises provided by you.

2.9 "Parties" are commissioned events.

2.10 "Shine on Stage", "we", "us", and "our" refers to the work delivered by tutors selected and overseen by Alice Jackson.

2.11 "Booking form" is a form we will give you to complete before your first session and before leaving your child with us.

2.12 "Session" refers to any class whether it be a "workshop", "club" or any other tuition provided by us.

2.13 "Sibling" is a brother, sister, half-brother, half-sister, step-brother, or step-sister of a specific child.

2.14 "Waiting List" is a list comprising of children who wish to attend a certain project, which is over-subscribed. This list is, solely held by us.

2.15 "You" refers to a person or organisation who are purchasing merchandise or services from us

2.16 "Your child" is a child who you are parent or authorised guardian for, as registered on your registration form. "Children" shall be construed accordingly.

3.0 Workshops



3.1 Signing up

3.1.1 The cost of booked sessions and methods of payment are detailed on booking form.

3.1.2 Full payment is required at the time of booking.

3.1.3 If full payment is not received by the end of the first day, we reserve the right to suspend the child from the rest of the workshop and pursue full payment and any interest as agreed at the time of booking.

3.1.4 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of a booking at any time.

3.1.5 All discounts must be claimed at the time of booking. No retrospective discounts or refunds will be offered against any unclaimed discounts.

3.1.6 The client agrees that Shine on Stage may review and increase their fees from time to time.

3.1.7 All sums shall become due immediately on termination of this contract.

3.1.8 Time is of the essence with payment of fees.

3.2 Changes and cancellations

3.2.1 50 % of the fees act as the deposit and however paid are non-refundable.

3.2.2 During the provision of our services, if your child misses a section or part of any service provided by Shine on Stage, you will not receive a refund or credit of money or alternative services.

3.2.3 If you cancel more than 14 days before the commencement of a workshop you are only required to pay the deposit. If you cancel less than 14 days before the commencement of a workshop you will be required to pay 50% of balance, and if less than 7 days you will be liable to pay full cost of cancelled place.

3.2.4 If any payments which are due under these Terms and Conditions are not made by their respective due date we have the right to exclude your child.

3.3 Content

3.3.1 We reserve the right to alter, omit or substitute any part or parts of any service provided by us described in any promotional or other materials published by us or on our behalf without notice

3.3.2 In the event of any change to content as described above, we will have no liability to refund any part of any fees or deposit.

3.4 Waiting lists

3.4.1 If your child is on a waiting list, this does not guarantee a place in a particular session.

3.4.2 We accept no responsibility and make no guarantee to the order in which places are offered.

3.5 Without prejudice to other rights, Shine on Stage may charge interest on any sums due from the due date at 8% above base rate accruing on a daily rate.

4.0 Parties

The following provisions shall apply in relation to parties only.

4.1 The cost of parties and methods of payment are listed on the booking form. These are also listed on our website.

4.2 The full cost of the party must be agreed to be paid at the time of the booking. If funds not cleared within 14 days of booking, we reserve the right to cancel the booking.



4.3 Without prejudice to the above, if Shine on Stage has not received full and final payment in cleared funds 7 days before party, we reserve the right to cancel the booking.

4.4 You shall be responsible for booking a suitable venue for the Shine on Stage party to take place.

4.5 We have no control over the venue and therefore accept no responsibility for problems relating to:

- a) the space being an insufficient size
- b) the ratio of children to party facilitator being too large (We suggest 20-25 children per facilitator)
- c) inadequate control of the party because of lack of support from parents or adults
- e) failure to inform us of venue address or any specific issues in advance

4.6 The client agrees to indemnify Shine on Stage for any cost relating to damage of venue and equipment.

4.7 If you have booked a Shine on Stage party and now wish to change date or time, you may do so without charge providing:

- a) a facilitator has not been booked at the time of notification
- b) another facilitator is available at the new time.

4.8 We do not provide refunds for parties.

4.9 The client warrants that estimate of number of children at time of booking is correct. In case of any change to numbers the client will notify Shine on Stage immediately. Shine on Stage reserve the right to charge further costs.

4.10 Client Obligations:

- a) the client has an obligation to ensure there is enough adult supervision.
- b) the client will accept liability and any cost of damage to equipment and property of Shine on Stage.

5.0 Stage School

5.1 Signing up

5.1.1 The cost of fees for booked sessions and methods of payment are detailed on booking form.

5.1.2 Full payment is required at time of booking.

5.1.3 If full payment is not received by the end of the first day, we reserve the right to suspend the child from the stage school and pursue full payment and any interest as agreed at the time of booking.

5.1.4 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of a booking at any time.

5.1.5 All discounts must be claimed at the time of booking. No retrospective discounts or refunds will be offered against any unclaimed discounts.

5.1.6 The client agrees that Shine on Stage may review and increase their fees from time to time.

5.1.7 All sums shall become due immediately on termination of this contract.

5.1.8 Time is of the essence with payment of fees.

5.2 Changes and cancellations



5.2.1 All fees, however paid are non-refundable. With the exception of a two week grace period from commencement of child's first term where should you choose to terminate this contract the fees for remaining weeks of term shall be refunded.

5.2.2 During the provision of our services, if your child misses a section or part of any service provided by Shine on Stage, you will not receive a refund or credit of money or alternative services.

5.2.3 If you cancel your child's place more than 14 days before the commencement of term you are only required to pay 50% of fees. If you cancel less than 14 days before the commencement of a term you will be required to pay 75% of fees, and if less than 7 days you will be liable to pay full cost of cancelled place.

5.2.4 You are required to give notice in writing on the final day of term if your child is not attending the following term. If notice is not given, the above cancellation charges given in clause 5.2.3 are applicable.

5.2.5 If any payments which are due under these Terms and Conditions are not made by their respective due date we have the right to exclude your child.

5.3 Content

5.3.1 We reserve the right to alter, omit or substitute any part or parts of any service provided by us described in any promotional or other materials published by us or on our behalf without notice

5.3.2 In the event of any change to content as described above, we will have no liability to refund any part of any fees or deposit.

5.4 Waiting lists

5.4.1 If your child is on a waiting list, this does not guarantee a place in a particular session.

5.4.2 We accept no responsibility and make no guarantee to the order in which places are offered.

5.5 Without prejudice to other rights, Shine on Stage may charge interest on any sums due from the due date at 8% above base rate accruing on a daily rate.

6.0 Health and Injuries

6.1 We accept children on the assumption that they are in good health and it is your responsibility to alert us to any medical complaint or history suffered by your child.

6.2 You understand that you, or your child, make your own choices from advice given and therefore we do not accept liability for death or personal injury to any child attending Shine on Stage or any activity related to Shine on Stage whether organised by Shine on Stage or otherwise save to the extent that such death or injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

6.3 Client Obligations:

- a) the Client has an obligation to inform Shine on Stage of any health problems and dietary requirements of children under their care (Parent or Guardian).
- b) the client must inform Shine on Stage of any disabilities and medical requirements and provide the appropriate carer, assistant or equipment.

6.4 Shine on Stage will guarantee that there will be at least one qualified first aider on site or within 200 metre radius of any given Service.

7.0 Limitation of Liability – The Client's attention is particularly drawn to this condition.

7.1 This condition sets out the entire financial liability of Shine on Stage (including any liability for the acts or omissions of its tutors) to the client in respect of

- a) any breach of the Contract;
- b) any use made by the Client of the Services, the Deliverables or any part of them; and



c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

7.3 Nothing in these Conditions limits or excludes the liability of Shine on Stage:

a) for death or personal injury resulting from negligence; or

b) for any damage or liability incurred by the client as a result of fraud or fraudulent misrepresentation by Shine on Stage.

7.3 Shine on Stage's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the contract shall be limited to £10,000,000 **OR** the price paid for the Services.

8.0 Personal Property

8.1 We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child irrespective of whether such possessions might be used by you or the child for the purposes of any Shine on Stage activity save to the extent that such loss or damage shall be caused by the negligence or default of any member of our staff or any other default on our part.

9.0 Use of Personal Information.

9.1 From time to time, photographs, film, video or audio recordings may be made during any of our Services for publicity, promotional or broadcast purposes. Please inform us in writing if you do not wish you or your child to appear or be identified in any such material.

9.2 Shine on Stage will not pass your personal data onto any third parties, and stores it securely purely for their own records. Should you wish us to destroy your data and remove it from our records you may inform us at any time.

10.0 Miscellaneous

10.1 These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your booking, purchase or use of our products and services superseding any prior agreements between you and us.

10.2 You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us, which is not set out expressly in these Terms and Conditions.

10.3 We shall not be under any liability for any failure to perform any of our obligation under these Terms and Conditions if we are prevented from or delayed in so doing due to any circumstances beyond our reasonable control, provided that if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the contract.