

Learths Terms & Conditions

By registering your child at Learths, you accept these terms and conditions ("Terms & Conditions") and agree to them as an ongoing agreement between you and Learths ("Agreement"). The Agreement is made between the parent/guardian ("Parent/Guardian", "you" or "your") of each enrolled child ("Child", "Student") and Carmen Gibson (trading as Learths) ("Learths", "we", "our", "us") and remains in effect until written notice is given in accordance with these Terms & Conditions.

Learths provides dance, theatre, art and educational classes in East Grinstead, West Sussex, and owns/operates the website www.learths.co.uk (the "Website").

General

- Parents/guardians are responsible for their child until signed in with a team member, and then once signed out from class. This includes any time spent in the building before or after classes.
- Children aged 12 years and over may sign themselves in with written consent from a parent/guardian via email to info@learths.co.uk before the term starts.
- All students should arrive on time to classes where possible.
- **For any absences, parents should notify the school ahead of lessons, via email to info@learths.co.uk.**
- Students must be collected on time after a session. If late collection becomes frequent, additional charges may apply.
- If another adult is collecting your child, you must notify us in writing, via email to info@learths.co.uk.
- Students must wear appropriate clothing and footwear for all activities.
- Children must bring water to all classes, and a snack/snacks if they are on the premises for more than 90 minutes. **No nuts** or sticky foods are permitted.
- Parents/guardians must immediately inform us of any changes to their contact information, including emergency contact details, in writing via email to info@learths.co.uk.
- Please be advised that Learths do not recommend participants bring valuables to classes and if they do so, it will be at their own risk.

Safeguarding & Supervision

Learths is committed to the safety and well-being of all children. All staff members undergo DBS checks and are trained in child safeguarding.

If we suspect any safeguarding concerns, we have a duty to report them to the appropriate authorities.

Staff members may use appropriate physical contact to assist with posture, positioning, or movements.

Term Dates

Learnts operates three terms per year, with approximate dates as follows:

Autumn Term: September to December

Spring Term: January to March

Summer Term: April to July

The exact start and finish dates for each term will be published on our website. Please ensure you check these prior to the start of term.

Payments

Term Fees:

Invoices are sent in advance for the term ahead and are payable in full on the first day of term, or within seven (7) days for children joining part way through a term. *Invoices not paid inline with this will incur a late payment charge of £10.00 per week until the invoice has been paid in full.*

Places in classes can only be guaranteed once full payment has been received.

After your trial session and confirmation and acceptance of your child's place, you have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the student's place in their Learnts classes.

If a student wishes to drop a class or leave the school we require half a terms notice in writing via email to info@learnts.co.uk. If notice is not given, half a terms fees will be charged.

We reserve the right to change the price of classes to reflect any change in charges to us. Details of any such changes are published in advance, and we will endeavour to give as much notice as possible. We will notify you in writing in advance of them taking effect. Such changes will only ever occur at the start of each term.

Workshops/Summer School Fees:

Workshops/Summer Schools need to be paid for in full before the start date, and your child's place will not be secured until you have paid the non-refundable deposit amount (specified at the time of booking).

Show Contribution Fees:

A 'Show Contribution Fee' is added to the invoices of students who are participating in our shows, this fee will be added to your invoice. If a student commits to the show and then withdraws they will lose their Show Contribution Fee.

Examination Fees:

If a student withdraws from an examination after they have given written participation consent and paid the fees then they will not be refunded.

Rescheduled/Cancelled Classes

From time to time we may need to reschedule classes, either temporarily or permanently. This could be due to a number of reasons, including but not limited to, class numbers dropping, changes to facilities hired, or circumstances beyond our control.

Whilst we endeavour to minimise the inconvenience of rescheduling classes, we reserve the right to make changes to schedules, and the right to change the teacher of any class in our timetable without notice. Learts shall not be liable for any losses caused as a result of the need to reschedule classes.

Class schedule details are published at the start of each term on the invoice statement emailed to you and you will be charged for the number of classes given in any term.

Refunds

Refunds will not be given in the event of the student being unable to attend once they have committed to a term of classes.

Extreme weather: we do not credit or provide refunds for classes that are missed due to extreme weather (e.g. classes missed due to school closures and/or transport difficulties caused by snowfall or similar conditions).

Force majeure: We do not credit or provide refunds for classes missed due to force majeure, including, but not limited to war or hostilities, riot or civil commotion; epidemic, earthquake, flood or any other natural disaster which may cause our classes to be cancelled.

If a class is cancelled due to a tutor's illness and a replacement cannot be arranged, we will try to schedule a make-up class. If this is not possible, a credit will be applied. Credits held on account will be subtracted from the balance owing for the following term.

Any refunds are at the sole discretion of Learts.

Illness & Medical Conditions

Whilst our staff hold basic first aid training we are not medical professionals. If you have any doubt that your child is not fit and well enough to take part in our services then please consult your GP.

Any existing medical conditions must be stated on the Registration Form. If any new medical conditions develop, you must inform us in writing to info@learts.co.uk before your child next attends a class.

If a child develops a contagious illness, they must stay home until medically cleared to return.

If your child is attending class feeling unwell this must be made apparent to the Learts team before the class starts. If we feel that your child is not fit and well enough to take part in the class, then you (the parent/guardian) or the emergency contacts given will be contacted to immediately collect your child.

Behaviour Policy

We aim to create a positive and safe learning environment. We reserve the right to refuse tuition for:

- Late, or non-payment of fees.
- Student behaviour (or other incident), that has a detrimental effect on other students, the class or on the reputation of Learts.
- Any form of abusive or threatening language or comments towards staff.

Our exercising this right does not entitle the student/parent to any credit/refund of class fees and the exercising of this right is at our sole discretion.

Photography & Media Consent

In registering for classes at Learts you understand and give consent to Learts that on occasion they may use photographs or video recording of your child on the Learts Website and other platforms of social media for press and promotional development of Learts.

Should you not be happy for such images and footage to be taken of your child, please make us aware via the Registration Form when you register for classes.

Only images/videos of children with photo disclaimers will be used in public.

If a parent/guardian does opt-out, please note that Learts may engage the services of a filming or photography company to record and/or photograph shows and performances for families and friends to watch. In this instance, these companies may charge the school a fee to remove the student from the film or photograph. Learts will not be liable to pay such charges, the parent/guardian of the student will be made aware of the cost incurred and invoiced accordingly before participation in the show or performance is agreed upon.

Uniform Returns

As per the Consumer Rights Act, if a product is faulty, you have a statutory right to return the item and get your money refunded. You will have 30 days to return the faulty item to us in order to get a refund. If you don't return the item within 30 days, but you find a fault within 6 months of purchase, we will exchange the item.

Please note, we will not exchange an item due to general wear and tear.

Liability

No advice or information provided by us shall create any warranty or legal obligation and we make no warranty that our services shall meet your requirements or be fit for purpose.

To the maximum extent permitted by law, Learts shall not be liable for any indirect, incidental or special loss, data, goodwill, whether such damage could have been foreseen or whether we were advised of the possibility of such damage or loss. We will not be liable for such losses or damage in connection with our services whether arising in contract, tort or otherwise.

In the event that you or your child suffers damage as a result of our failure to fulfil our obligations to you under these terms and conditions or as a result of our negligent act or omission, our liability to compensate you is limited to the lesser of (i) an amount equivalent to the Fees paid from you to us in the 12 months preceding the act or omission; or (ii) a reasonable sum having regard to whether the damage was caused by our negligent act or omission.

We will not be liable to you for:

- Any loss or damage caused by your or your child's own fault;
- Any loss or damage caused by a third party unconnected with us;
- Any loss or damage caused by events outside our reasonable control (i.e. acts of terrorism, riots, floods, freak weather, snow, fire, etc.)
- Any loss of property or personal items bought to our classes

Nothing in this section shall exclude our liability for death or personal injury caused by our negligence or any other liability not excludable by law.

Miscellaneous

We may vary these terms from time to time and shall ask you to agree to such revisions upon notice or your next booking.

No rights shall be conferred on any third parties (other than Partners) and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

These Terms & Conditions are governed by English law, and disputes shall be resolved in the courts of England and Wales.