

**DANCE SCHOOL TERMS AND CONDITIONS  
(GROUP OR INDIVIDUAL CLASS OR PACKAGE BOOKINGS)**

**BACKGROUND:**

These Terms and Conditions are to be read in conjunction with the following apply:

- A. to provision of any Class (as defined in Clause 1 below) by <<Insert Name of Teacher/Dance Class Provider>> [a company registered in <<Country of Registration>>] **OR** [a company registered in <<Country of Registration>>] Company Registration Number>> whose registered office is at <<Insert Address>> and
- B. where the customer is a "Consumer" as defined in the Consumer Rights Act 2015.

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

**"Business"**

trade, craft, or profession carried on by an individual person/organisation;

**"Class"**

any individual or group session at which We provide teaching, instruction, or training and the use of any equipment, and other goods and services, and provide/use in connection with any

**"Consumer"**

as defined by the Consumer Rights Act 2015, in relation to these Terms and Conditions, means an individual who receives or uses services from one or more Classes for the individual's purposes wholly or mainly outside of their business;

**"Data Protection Legislation"**

the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) or replaced from time to time;

**"Our premises"**

the premises at which We hold Classes which is <<Insert Address>> [as above] **OR** [<<Insert Other Address>>] Clause 3.18 it means "business premises" as defined in the Regulations;

**"Price List"**

the price list for all Classes which We hold and their prices is available on our website. E.g. Website, Email or Reception

**“Registration Form”**

**“Regulations”**

**“We/Us/Our”**

**“You/Your”**

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “these Terms and Conditions” shall be a reference to these Terms and Conditions;
  - 1.2.2 a Clause of these Terms and Conditions shall be a reference to a Clause of these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the meaning of these Terms and Conditions.
- 1.4 Words signifying the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## **2. Registration**

- 2.1 In order to attend any Class, You must register with Us and You may do so by completing the Registration Form and agreeing in that Form to these Terms and Conditions.
- 2.2 The details that You must provide in the Registration Form must be true and correct, including but not limited to, confirmation that You are 18 or over and agree to these Terms and Conditions, and that You understand and accept the health and safety matters and the rules and regulations set out in Clauses 6 to 8 of these Terms and Conditions.
- 2.3 You may book any Class only once We have accepted Your application in the Registration Form. Your application to register means that We agree that You (or You, if not otherwise specified) book a Class. Our acceptance of Your application to register is in Our absolute discretion.
- 2.4 Upon Our acceptance of Your application to register in the Registration Form and confirmation that We have accepted Your application to register, there shall be a contract between You and Us on these Terms and Conditions.



- in Our discretion We may cancel any or all of the Classes within the <<Insert Same Period as in Clause 3.7>> prior to the start of the Class without giving You any notice.
- 3.9 When You book any Class, we may require You to pay Us in advance for all or all of that payment as set out in sub-Clause 3.12. We may cancel the Class(es) without giving Us any notice as in Clause 3.11 >>.
- 3.10 We may treat a Class as cancelled by You without giving You any notice to Us if You do not show up for that Class] or if You are not obliged to) [“wait-list”] [or] [“drop-out”] for that cancelled Class. We may then (but We are not obliged to) make a charge to You. We may decide to make a charge to You for that cancelled Class. Clause 3.2 below will apply.
- 3.11 You may cancel a Class at any time before the time and date of that Class in the <<Insert Same Period as in Clause 3.7>> prior to the start of the Class without giving You any notice. E.g 24 Hours>> prior to the start of the Class. If You do so We will refund to You any sum You paid for that Class when You cancel You ask to rebook for a later, substitute Class. We will accept that substitute booking. [If it was part of a package, [We will not refund You any sum for it but] [We will refund You for that Class an amount equal to the total sum paid for the package or] You may be required to pay a charge for that Class. Clause 3.2 below will apply. sub-Clause 3.11 for a date falling within the <<Insert Same Period as in Clause 3.7>> period after the date when You booked the package.
- 3.12 If You do not give Us the <<Insert Same Period as in Clause 3.7>> prior notice of cancellation, We will be entitled to charge You for any net financial loss up to the total sum paid for that Class that We suffer due to Your cancellation. We will refund to You that charge from sums You paid in advance for that Class and any balance to You. For this purpose, if that Class was part of a package, the sum paid in advance for it will be the total sum paid for the package and divided by the total number of Classes in the package.
- 3.13 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You are unable to attend a Class without giving Us at least <<Insert Same Period as in Clause 3.7>> prior notice, We will consider the circumstances and decide whether to waive any charge for that Class under sub-Clauses 3.10 or 3.12.
- 3.14 We may cancel a Class at any time before the time and date of that Class in the <<Insert Same Period as in Clause 3.7>> prior to the start of the Class without giving You any notice.
- 3.14.1 The required number of people (if any) for the Class have not booked for that Class.
- 3.14.2 The required number of people for the Class is not available; or
- 3.14.3 An event of Force Majeure as defined in Clause 9 below occurs and continues for more than 30 days.
- 3.14.4 We find that the Class is not suitable for a “consumer” (as defined in Clause 1.1).
- If We cancel a Class under sub-Clause 3.14, We will refund to You in full the payment that You made for that Class [unless it was paid for as part of a package].
- Where it was part of a package, We will not make a refund but You may rebook that cancelled Class for a later, substitute Class falling within the <<Insert Same Period as in Clause 3.7>> period after the date when You booked the package.

# STANDARD SAMPLE PROPOSED

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Period as in Clause 3.15, or if that is not possible, the period of two weeks after the date of cancellation, instead of rebooking for the same Class.]

the date when You paid for the package, or if that is not possible, the period of two weeks after the date of cancellation, and You prefer to have a refund of the stand-alone price for that Class.]

- 3.15 We will use all reasonable endeavours to ensure that the Class starts at its scheduled start time. If the Class is delayed by an overrun of a previous Class or by other circumstances, We will notify You as soon as possible. If the delay is more than the Time Period E.g. 20 minutes, You may cancel the Class and We will refund the payment that You have made to Us for that Class. In the case of a package, the final paragraph of Clause 3.14 (as to rebooking or refund) will also apply to cancelled Classes.

start the Class You have booked at its scheduled start time. If the Class is delayed by an overrun of a previous Class or by other circumstances, We will notify You as soon as possible. If the delay is more than the Time Period E.g. 20 minutes, You may cancel the Class and We will refund the payment that You have made to Us for that Class. In the case of a package, the final paragraph of Clause 3.14 (as to rebooking or refund) will also apply to cancelled Classes.

- 3.16 Classes [and] prices are subject to change from time to time and We will try to give You as much notice as possible of any such changes.

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- 3.17 We reserve the right to cancel any Class if Your conduct is in Our reasonable opinion likely to be harmful to Our reputation or the interests of other participants, or where the interests of other participants being held then or later require it. You will not be entitled to any refund for a Class so cancelled if You have paid for it and/or attended one or more Classes, and in that case We will refund the payment pro rata to the total number of Classes in the package.

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- 3.18 Where the contract Regulations give You the right to cancel a Class, this sub-Clause 3.18, and they will be in addition to the provisions of this Clause 3. You may for any reason cancel a Class after We accept the booking, but only if the date which is before the date of the Class requested Us to provide the Class, so, You may not cancel a Class for them in accordance with the Regulations. If You request that Your booking be cancelled, You must do so as allowed by the Regulations. If You have made any payment(s) to Us for the Class, We will refund the payment(s) to You within 14 days of receiving the request. If You have made any payment(s) for one or more Classes covered by that booking, and You cancel such Class(es) (whether or not yet booked), and the total package price amount is not made on Our premises, the total package price amount will be refunded to You within 14 days of receiving the request.

not made on Our premises, the total package price amount will be refunded to You within 14 days of receiving the request. This sub-Clause 3.18, and they will be in addition to the provisions of this Clause 3. You may for any reason cancel a Class after We accept the booking, but only if the date which is before the date of the Class requested Us to provide the Class, so, You may not cancel a Class for them in accordance with the Regulations. If You request that Your booking be cancelled, You must do so as allowed by the Regulations. If You have made any payment(s) to Us for the Class, We will refund the payment(s) to You within 14 days of receiving the request. If You have made any payment(s) for one or more Classes covered by that booking, and You cancel such Class(es) (whether or not yet booked), and the total package price amount is not made on Our premises, the total package price amount will be refunded to You within 14 days of receiving the request.

#### 4. Fees and Payment

- 4.1 You must pay in advance the List for all Classes that We fully and correctly provide.
- 4.2 You may pay Us for the following methods:
- 4.2.1 <<Insert Method>> Card By Phone or Using Our Online Booking System
- 4.2.2 <<Insert method>> the Class>>;
- 4.2.3 <<Insert Method>> Redeemed at the Class>>; or
- 4.2.4 <<Insert Accepted Method>>
- 4.3 We may alter Our price, but if the price of any Class increases between the time You book it and the date of the Class, the price increase will not apply to the Class on that date.
- 4.4 All prices of Classes are inclusive of VAT.

#### 5. Eligibility to take a Class

- 5.1 We only make any booking available to a "Consumer" (as defined in Clause 1 above), and Your confirmation of booking will be deemed to be Your confirmation that You are a "Consumer" in connection with any request(s) by You to book a Class. If at any time We find that you are not a "Consumer", We may cancel Your registration forthwith and You will not then be entitled to attend any further Classes. If, on cancellation You have paid for one or more such Classes, We will refund You the amount paid for the number of packages booked but not attended and the refund will be calculated pro rata to the total number of Classes in the package.
- 5.2 We will not accept bookings from or make any Class available to anyone under the age of 18 (e.g. 18>> or over. We may require evidence of Your age.

#### 6. Fitness, Health and Safety

- 6.1 You acknowledge that the Classes may be physically strenuous and You agree that You voluntarily participate in Classes with full knowledge that even if We and the instructor are negligent there is a risk of personal injury or illness arising from participation in such a Class.
- 6.2 Certain Classes may require You to have special needs, or any medical, health or fitness condition.
- 6.3 You must ensure that You are fit enough to participate in any Class that You book, and You are responsible for Your own state of health, physical condition and fitness.

- 6.4 If You have any condition affecting your fitness or health, You should seek appropriate medical or other professional advice before attending any Class. You must not and do not provide any such advice.
- 6.5 You agree that when You book and attend any Class, You will have no health or fitness problems which may affect your attendance at any Class.
- 6.6 When You request to attend any Class, You must inform Us of any medical, health or fitness issue or special need, and [at least 48 hours] before You attend any Class. We will discuss it with You, and inform You if We decide not to accept You. We do accept Your request in accordance with any instructions provided by Us relating to that Class.
- 6.7 If You do not tell Us of any medical, health or fitness issue or special need as required in sub-Clause 6.6 that We then decide not to provide some or all of that Class or any other Class, or if You do not attend such Classes (or the affected part of it/them) as cancelled, in which case We may make a charge to You for the affected part of it (or part of it) as set out in sub-Clause 3.12 above. [If that is the case, We may also cancel any other Classes in the package. In that case We will refund You for the affected part of the package equal to the total package price less the charge for the affected part of the total package.]
- 6.8 You must not attend any Class under the influence of alcohol or illegal drugs [or immediately after consuming alcohol or illegal drugs].
- 6.9 [You should arrive at the premises prior to the start time of the Class, to allow for any warm-up period. If You are late for a Class, You should arrive as soon as You can before the Class start time. [If You arrive after the start time, We may not permit You to participate in the Class for health and safety reasons.]
- 6.10 Fire exits are clearly marked and You must not obstruct these exits. In the event of a fire, You should make your way to the nearest fire exit and assemble at a safe distance from the premises. We may take a roll-call of all those assembled. The assembly point is <<State Description of Place Outside the Premises>>.

## 7. Rules

- 7.1 We do not permit You to:
- 7.1.1 smoke any tobacco or use any other substance on the premises or the premises of which Our premises are a part;
  - 7.1.2 [make or re-use any mobile phone on the premises of which Our premises are a part] during a Class;]
  - 7.1.3 bring to Our premises [or the premises of which Our premises are a part] any dangerous or illegal substance, or any other item which We do not have authority to accept.

7.1.4 bring any and all premises and the use of the register;

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## 8. [Gift Vouchers

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8.2 Gift vouchers are a

8.3 Gift vouchers are valid for 12 months from the date of issue, where no period is specified.

8.4 Gift vouchers may be used to purchase goods or services, partly or wholly for the private use of the employee.

## 9. Events beyond our reason

9.1 We will not be liable under the contract for

9.2 If any event described in Section 9.1 affects Our performance, We will promptly inform You as soon as We are able. We will suspend and/or postpone the event, if necessary, accordingly. We will not be responsible for any new dates, times or locations of the event, without liability to You. We will not be responsible for the event, and We will not be responsible for Us for the cancelled event. If You have purchased a package, We will refund the purchase price for the package.

## 10. Limitation of Liability

10.1 We will be responsible for any damages or losses suffered as a result of Our negligence.

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cept water) or food into any part of  
n a plastic bottle or paper cup, is

, footwear [or other items], details  
s and You must provide them for  
the Class should be stored [in the  
n the [lockers] [and] [racks] in the  
jewelry should be removed before  
these dress requirements, We may

Location E.g. Our Website, Our

<Insert Sum(s) E.g. £10>>].

and specified on the gift voucher or,

asses and may not be redeemed

lay in performing Our obligations beyond Our reasonable control.

1 occurs that is likely to adversely  
under the contract, We will try to  
possible, Our obligations will be  
are bound by will be extended  
event is over and provide details of  
classes as necessary. You may,  
which do not take place due to that  
the payment that You have made to  
cancelled Class(es) is/are part of a  
Class an amount equal to the total  
number of Classes in the package.

the loss or damage that You may suffer from the Terms and Conditions or as a result of the use of the Service, foreseeable if it is an obvious



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consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any loss or damage that

or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any

10.2 We provide or sell clothing or other goods that We provide for Your personal and private use/purposes. We do not represent that any clothing or other goods that We provide are fit for commercial, business, industrial, trade, craft or other purposes of any kind (including resale). We will not be liable for any profit, loss of business, interruption of business or opportunity.

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10.3 Each of Our teachers is not qualified as a dance teacher and competent to conduct classes and to him/her but their advice does not include any medical advice and is not a substitute for advice provided by an appropriate professional or fitness professional or therapist.

qualified as a dance teacher and competent to conduct classes and to him/her but their advice does not include any medical advice and is not a substitute for advice provided by an appropriate professional or fitness professional or therapist.

10.4 If You bring any personal belongings to keep them safe on Our premises, We do not undertake to keep them safe or insure them. Their loss or damage will be at Your own risk. Each loss or damage is due to any cause, whether or not caused by Our staff. We will not be responsible for any loss or damage to Your belongings caused by any other person, even where You leave or store them in any place on Our premises as provided to in Clause 7.2. We therefore advise You not to bring any personal belongings to Our premises.

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10.5 Nothing in these Terms is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including the negligence of Our employees or contractors) or for fraud or fraudulent misrepresentation.

intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including the negligence of Our employees or contractors) or for fraud or fraudulent misrepresentation.

10.6 Furthermore, if you are entitled to a refund under the Consumer Rights Act 2015, or a consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or affect any of Our duties or obligations to You, or Your rights or remedies.

defined by the Consumer Rights Act 2015, or any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or affect any of Our duties or obligations to You, or Your rights or remedies.

10.6.1 the Consumer Rights Act 2015

10.6.2 the Regulations

10.6.3 the Consumer Rights Act 2015

10.6.4 any other consumer protection legislation

as that legislation is amended from time to time.

For more details of your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

defined by the Consumer Rights Act 2015, or any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or affect any of Our duties or obligations to You, or Your rights or remedies.

For more details of your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

## 11. Changes to Terms and Conditions

We may from time to time amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

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## 12. How We Use Your Personal Information (Data Protection)

12.1 In so far as administering and providing Classes or registration involve Us in collecting, storing or otherwise processing any data obtained from You (including, but not limited to, Your name and address), We will do so with Your express consent and in accordance with any reasonably given by You from time to time, and the provisions of Data Protection Legislation and Your rights under that Data Protection Legislation. These Terms and Conditions.

12.2 We may use Your personal information in the following ways:

12.2.1 to administer Classes for You and Your registration or to offer or provide Classes to You;

12.2.2 to process payments for Classes;

12.2.3 in certain circumstances (for example, You wish to pay for Classes on credit), We may pass Your personal information to third parties (including agencies). These agencies are also bound by the provisions of Data Protection Legislation and should use and hold Your personal information lawfully.

We will not pass on Your personal information to any other third parties without first obtaining Your express consent.

## 13. Regulations

We are required by the Regulations that certain information is given or made available to You as a condition of making Our contract with You (i.e. before We accept Your booking) except where that information is already apparent from the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You when you request to register and/or make a booking. All of that information, by the Regulations, be part of the terms of Our contract with You.

## 14. Information

As required by the Regulations:

14.1 all of the information that we are required to provide to you;

14.2 any other information that we are required to provide to you about any Classes or Ourselves that you should take into account when deciding to make a booking or when making a booking about Classes.

These Terms and Conditions will be part of the terms of Our contract with you as a Consumer.

## 15. Complaints

We always welcome feedback and endeavours to ensure that you are satisfied. We nevertheless want to hear from you if you have any complaint about Our Conditions. Please raise the matter with the person to Contact>> who can be contacted at Our premises or by Post>>].

st We always use all reasonable endeavours to ensure that your customer is a positive one, We will not accept any cause for complaint. If You have a complaint about Us or any of Our staff, please raise the matter with the person to Contact>> who can be contacted at Our premises or by Post>>].

## 16. No Waiver

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We do not waive any subsequent breach of any provision of these Terms and Conditions.

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## 17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

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## 18. Law and Jurisdiction

18.1 These Terms and Conditions and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of England & Wales] [Northern Ireland] [Scotland].

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18.2 As a consumer, you will not be bound by any term which reduces your rights under the law of your country of residence.

mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or restricts those provisions.

18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.