

**DANCE SCHOOL MEMBERSHIP CONDITIONS
(GROUP OR INDIVIDUAL CLASSES OR PACKAGE BOOKINGS,
WITH MEMBERSHIP AGREEMENT)**

BACKGROUND:

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

- A. to provision of any Service (as defined in Clause 1 below) by the School, namely <<Insert Name of School>> [a company registered in <<Country of Origin>> with company number <<Company Registration Number>>]; and
- B. where the customer is a "Consumer" as defined by 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 meanings:

"Business"

any business, trade, craft, or profession carried on by You or any other person;

"Consumer"

a "Consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms means an individual pupil who is a member of the School who receives or uses the Service for the pupil's personal use and for purposes wholly or mainly outside the purposes of his/her business;

"Data Protection Legislation"

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

"Member"

a pupil who is a pupil and customer of the School, who is a "Consumer" and whose application for membership of the School has been accepted by the School, and who is a Member for as long as he/she remains a Member as provided by these Terms and Conditions, and "Membership" means membership of the School.

["[Annual][Quarterly][Monthly] Membership Fee"]

the fee payable in advance of each membership period which will entitle You to be and remain a Member [and "Membership Fee" includes the fee payable for "Membership Fee" where the context so requires];

“Our premises”

“Price List”

“Registration Form”

“Regulations”

“School/We/Us/Our”

“Services”

“Session”

[“Temporary Membership Fee”

“You/Your”

1.2 Unless the context of these Conditions to:

1.2.1 “these Terms and Conditions; and

1.2.2 a Clause or Clauses of these Conditions.

1.3 The headings used in these Terms and Conditions shall not affect the interpretation 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.

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places at which We hold Sessions at the address as above] OR [insert address] but in Clause 3.17 it means “places” as defined in the Regulations.

Our standard price list for all of the Services We offer [and which lists the Membership Fees]. The list of Services and Membership Fees is <<Insert Location E.g. Salon Reception Desk>>;

A registration and registration form that you in hard copy form or online;

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations

Name of Salon>> whose place of contact address is [the same as above] OR [insert other address] and (employees and agents) of the

All Sessions at which we provide teaching, instruction, training for any dance, and all facilities, services, other goods and materials which in connection with such Sessions;

Individual or] group class or session of

Temporary Membership for a day or other period than a [Month][Quarter][Year] which is set out in our Price List; and]

Individual who applies to become a member of our school, and as the context allows, that person once accepted as a member of our school as a pupil and customer

Each reference in these Terms and Conditions to

A reference to these Terms and Conditions shall

refer to a Clause of these Terms and Conditions.

These Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.

Words signifying the singular shall include the plural and vice versa.

References to any gender shall include the other gender.

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only if and when We accept Your
the Membership Fee set out in Our
period of Your Membership]. Our
application is in Our absolute

and cease on the last day of any time You have renewed Your or a further period commencing on

the School and/or to withdraw or end it for a specific period, if Your acceptance, or is or may be in Our opinion of the School, or if it amounts to a suspension, or where in Our reasonable opinion it is not advisable to renew Your Membership, is a resignation of the School. If We expel a Member of the School. You will not be entitled to a Membership Fee for any withdrawn Membership for a Session started but not completed by You or suspension of Your Membership. All Memberships are sold as a package or] individually but not yet sold by Us. You will then be entitled to a refund of the package price for the sessions not part of a package] and You will be entitled to a refund of any Sessions paid for as a package has/have yet to be booked. In the event of suspension or expulsion or suspension of Your Membership, we will refund of the package price for the sessions not attended and/or attended pro rata to the sessions in the package].

For more Sessions, Your guest must (in Session) become a Member on the day of the Session. Your guest must pay any Temporary Session fee. Your guest books any Session(s).

be must be 18 or over.

Session.

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|-----|--|--|
| 3.2 | A Session and You is given, and place basis. We will not re Session unless You | s subject to availability. No priority cated on a first-come-first-served particular date and/or time for any session for that time and date. |
| 3.3 | Each Session requi for it to take place [individual][small] S or 2>> other peopl Members]. | g. 8>> or more Members to book it s, and specifically booked as, an minimum of <<Insert Number E.g 1 <<Insert Number E.g. 6>> other |
| 3.4 | You may book a S [or through the Sc Session [or as part | School][.] [by email][.] [by phone] line booking system] as a single e of Sessions]. |
| 3.5 | We will only provid that Session [exce Session on a ["drop is a group class or booking, [We can a premises on a dr opportunity to book for it becomes avail drop in space beco tell You of such an a wait list]. You will premises no later t time]. | you have pre-booked and paid for you are allowed to participate in a and have paid for that Session If it y fully booked when you request a [] [or] [You can come along to Our then be able to offer You the in the Session [if a wait list space mber cancelling a booking] [or] [a other Member not arriving]. If We You after We have placed You on pay for the Session and be at Our minutes before the Session start |
| 3.6 | When you book and a package) You mu replace any booke [one][two][three] m booking or rebooki that period will be under these Term payment You have | ion (i.e. one not paid for as part of sub-Clause 3.11 below, rebook to or a date which is no more than when You make and pay for that ed (or rebooked) and taken within cancel it and are entitled to a refund at case, We will not refund any |
| 3.7 | [If You pay for any book the date/s for should then ensure the [six] month pe Sessions paid for a that [six] month pe have made for them | but You do not at the same time sions included in the package, You all of the package which fall within n You paid for the package. Any not booked for dates falling within will not refund any payment You |
| 3.8 | Your request for a of a package)) will Us to decide in Ou writing] that We ad have paid for it, will Session. [If You wis Sessions and You Our contract with Y You then or later bo | whether or not it is paid for as part We accept any booking will be for d when We tell You [orally][or][in book a particular Session and You tract between You and Us for that <<Insert Number E.g. 5>> or more cretion We accept that purchase, s sessions within that package which |
| 3.9 | When You book and it/them, and We wil | quire You to pay Us in advance for e or all of that payment as set out |

SAMPLE

in sub-Clause 3.12
prior notice of at least

at the Session(s) without giving Us
as in Clause 3.11 >>.

- [illegible]

If We cancel a Session, we will refund the payment that You have made for that part of a package.

[Where it was part
rebook that cancell
Same Period, E.g 6
You paid for the pa
the date of the can

if You give Us at least <<Insert cancellation If You do so We will unless when You cancel You ask head and We accept that substitute for as part of a package, [We will We will refund You for that Class an age divided by the total number of it under this sub-Clause 3.11 for a 6 Months>> period after the date

The Period as in Clause 3.11 >> prior to the Session, You shall not be entitled to charge You for any Session that We suffer due to Your default. You shall not charge that charge from sums You paid in advance and any balance to You. [For this Session, the sum paid in advance for it shall be divided by the total number of

including, but not limited to, illness, We will consider the whether to waive any charge for the under sub-Clauses 3.10 or 3.12.

at any time before the time and
stances:

if any) for the Session have not

staff] [and/or required equipment]
available; or

9 below occurs and continues for
; or

Consumer" (as defined in Clause 1

es We will refund to You in full the
Session unless it was paid for as

not make a refund but You may
 or date falling within the <<Insert
 3.7 >> period after the date when
 ends less than [2][3][4] weeks after
 prefer to have a refund instead of

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rebooking We will rebook the Session at the same price for that cancelled Session. However, this option is only available if 3.14.4 applies.]

- 3.15 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time. The Session may be delayed by overrun of a previous Session or by other circumstances. If a delay to the start is at least 15 minutes, We will refund to You in full the price of that Session [unless it was paid for as part of a package in which case We will refund the price of that Session under this sub-Clause 3.15].

- 3.16 Sessions, teachers, times and venues may change from time to time but We will try to give You as much notice as possible of any such changes.

- 3.17 Where the contract is for a package of Sessions, Regulations give You the right to cancel any Session(s) in addition to the right to cancel any Session(s) under 3. You may for any Session(s) booked during the 14 day period after the end of that 14 day period, but if the Session(s) are booked after the end of that 14 day period, You must provide any such Session(s) with written notice of cancellation in accordance with Clause 3.14. Sessions covered by that booking must be confirmed in writing by You. If You must confirm this in writing, You must confirm this in writing within 14 days of receiving this Sub-clause 3.17. If You do not confirm the booking, We will refund to You the price of that Session(s). Your cancellation of any Session(s) covered by that booking that We have booked for You, where any one or more Session(s) has been booked for You, and We will refund to You the package price amount for that Session(s) [We will refund to You a proportion of the Membership fee for that Session(s) if the Session(s) are booked for the period of Membership].

4. Fees and Payment

- 4.1 You must pay in advance for all Services that We provide to You.
- 4.2 You may pay Us for Services using any of the following methods:
- 4.2.1 <<Insert Method of Payment>>
- 4.2.2 <<Insert method of payment>>
- 4.2.3 <<Insert Method of Payment>>
- 4.2.4 <<Insert Additional Method of Payment>>

the price for that cancelled Session. However, this option is only available if 3.14.4 applies.]

start the Session You have booked at its scheduled start time. The Session may be delayed by overrun of a previous Session or by other circumstances. If a delay to the start is at least 15 minutes, We will refund to You in full the price of that Session [unless it was paid for as part of a package in which case We will refund the price of that Session under this sub-Clause 3.15].

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List the Membership Fee and for all Services that We provide to You.

You may pay Us for Services using any of the following methods:

4.2.1 <<Insert Method of Payment>>

4.2.2 <<Insert method of payment>>

4.2.3 <<Insert Method of Payment>>

4.2.4 <<Insert Additional Method of Payment>>

- 4.3 We may alter Our prices, but if the price of any Services increases between the date You book a Session and the date of the Session, the price in effect on the date of the Session shall apply to You for the Session on that date.
- 4.4 All prices of Services are inclusive of VAT.

5. Eligibility for Membership

- 5.1 We only make Membership available to a "Consumer" (as defined in Clause 1 above), and Your acceptance of a Membership will be deemed to be Your confirmation that You are a "Consumer". If at any time We find that you are not a "Consumer", We reserve the right to cancel Your Membership forthwith by giving You written notice. If You have paid a Membership fee, We will refund to You the unexpired portion of the Membership fee, provided that where You have cancelled Your Membership, the refund will be for the period after cancellation and not for the total period of the Membership.
- 5.2 We will not accept Membership from anyone under the age of 16. We will not provide any Services to You unless You are aged 16 or over. We may require evidence of Your age for that purpose.

6. Fitness, Health and Safety

- 6.1 You acknowledge that Sessions may be physically strenuous and You agree that You participate in such types of Sessions with full knowledge that there is an inherent risk of injury or illness arising from Your participation in such Sessions.
- 6.2 Certain Services may be provided to You if You have special needs, or any other condition. You must ensure that the relevant teacher is not negligent in providing such Services and is responsible for Your own state of health, physical condition and safety.
- 6.3 You must ensure that You are fit enough to participate in any Session and that You book, and attend, Sessions responsibly for Your own state of health, physical condition and safety.
- 6.4 If You have any condition affecting Your health or fitness, You should seek appropriate medical or other professional advice before attending any Session. We do not and do not provide any such advice.
- 6.5 You agree that when You become a Member, and when You book and attend any Session, You will provide confirmation that You have no health or fitness problems which might affect Your participation in any Session.
- 6.6 When You request to attend any Session, You must inform Us of any fitness issue or special need, and [at least 48 hours] before You attend any Session. We will discuss it with You, and inform You if We decide not to accept You for that Session. If You do accept You, We will do so in accordance with any instructions provided by Us relating to that Session.
- 6.7 If You do not tell Us of any fitness issue or special need, or 6.6 that We then decide not to provide some or all of the Sessions booked and to treat any such Sessions as cancellations, without notice, in which case We may make a charge to You for the Sessions (or part of them) as set out in our Terms and Conditions.

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in sub-Clause 3.12
We may also cancel
case We will refund
to the total package
package.

6.8 You must not attend
drugs [or immediate

6.9 [You should arrive a
before any warm up
You know You are g
Us as soon as You
a Session start time
begun], We may n
safety reasons.

6.10 Fire exits are clear
obstruct these exits
your way to the nea
a safe distance from
those in the Schoo
<<State Where As
School)>>.

7. School Rules

7.1 We do not permit Y

7.1.1 smoke anyv
premises are

7.1.2 [make or re
should be sv

7.1.3 bring to Our
part] any ch
not have an

7.1.4 bring any a
premises are
the use of a
for members

7.1.5 bring any cr
room or oth
bottle or pap
note that a v

7.2 [Men may only ente
only available throu

7.3 You should wear a
Session requires a
details of the Sess
them for Yourself.
and should be store
We tell You about a
School premises at
about at any time]
before a Session. If

led Session is part of a package,
essions in the package and in that
aining Sessions an amount equal
al number of Sessions in the total

er the influence of alcohol or illegal
l].

to the start time of a Session [and
on], to allow for a prompt start.] If
sion, You should contact Us to tell
start time . If You arrive later than
any warm-up for that Session has
ate in the Session for health and

interests of safety. You must not
event of a fire, You should make
ll possible speed and assemble at
o that We may take a roll-call of all
sounded. The assembly point is
rt Description of Place Outside

es [or the premises of which Our

at Our premises]. [Mobile phones
ring a Session;]

ses of which Our premises are a
<<Insert Age E.g. 10>> as We do
taff to supervise them;

s [or the premises of which Our
tion of guide dogs. If You require
inform Us of that when You apply

ept water) or food into a changing
s . Only water, either in a plastic
any part of Our premises. [Please
le in the changing room.]

within the School unless [it is the
rea] [or] [in cases of emergency].]

te to Your Session. However, if a
othing, footwear, or other items,
quirements and You must provide
dirty clothing should not be worn
ed in the changing areas][location
should be removed on entry to the
vided][in the location We tell You
harp jewelry should be removed
any of these dress requirements,

- We may not allow You to bring any equipment to the Session.
- 8. [Gift Vouchers]**
- 8.1 Gift vouchers are available at the following location E.g. Salon Website, Salon Reception Desk, Etc.
- 8.2 Gift vouchers are available for the sum of <Insert Sum(s) E.g. £10>>].
- 8.3 Gift vouchers are valid for the period specified on the gift voucher or, where no period is specified, for 12 months from the date of issue.
- 8.4 Gift vouchers may be used to purchase any of the Services which We provide at the School and may not be used to purchase any other goods or services wholly for cash.]
- 9. Events Beyond our Reasonable Control**
- 9.1 We will not be liable for any delay or non-performance in performing Our obligations under the contract which is caused by any event beyond Our reasonable control. Such causes include but are not limited to: power failure, internet service provider failure, strike, industrial action by third parties, terrorism, riot, fire, flood, storm, flood, storms, earthquakes, war (declared or actual), acts of war (declared, threatened or actual), epidemic or other event beyond Our reasonable control.
- 9.2 If any event described in 9.1 occurs that is likely to adversely affect Our performance under the contract, We will try to inform You as soon as possible. If the event is likely to be extended, Our obligations will be suspended and any Session(s) booked will be extended accordingly. We will inform You of any new dates, times and locations of the Session(s) as soon as possible without liability to Us. If the event is over and provide details of the event and the Session(s) as necessary. You may, at Your discretion, choose to attend the Session(s) which do not take place due to that event. The payment that You have made to Us for the cancelled Session(s) is/are part of a package, We will refund to You the amount of the Session an amount equal to the total price for the package. We will not be responsible for any loss or damage that You may suffer as a result of the event.
- 10. Limitation of Liability**
- 10.1 We will be responsible for any loss or damage that You may suffer as a result of the event or as a result of Our negligence or as a result of the event if it is an obvious 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 You may suffer as a result of the event.
- 10.2 We provide or sell our goods and services for Your personal and private use/purposes. We do not warrant that any clothing or other goods that We provide are fit for commercial, business, industrial, trade, craft or any other purpose. We will not be liable for any loss or damage to business or for any loss of opportunity.
- 10.3 Each of Our teachers is qualified as a dance teacher and is competent to conduct the Session(s) and to him/her, but their advice does not include any medical advice and is not a substitute for advice provided by an appropriate health, or fitness professional or therapist.

10.4 If You bring any person to Our premises, We do not undertake to keep them safe or to insure them. Their loss or damage will be at Your own risk. Any loss or damage is due to any deliberate or negligent act of Our staff. We will not be responsible for any loss or damage to Your belongings caused by any other pupil, customer, guest or visitor, even where You leave or store them in any place on Our premises, as set out in Clause 7.3. We therefore advise You not to bring any belongings to Our premises.

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 Our employees, agents or contractors) or for fraud or fraudulent misrepresentation.

10.6 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or deprive you of any of Our duties or obligations to you, or Your rights or remedies available to You, under:

10.6.1 the Consumer Rights Act 2015;

10.6.2 the Regulations made under the Consumer Rights Act 2015;

10.6.3 the Consumer Protection (Cancellation Rights in Contracts) Regulations 2014;

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.

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.

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

12.1 In so far as the Services involve Us in collecting, using, or storing any personal data obtained from You which is personal data (including, but not limited to, Your name and address), We shall only do so with Your express or implied consent in accordance with any lawful instructions given by You, and the provisions of the Data Protection Legislation, and these Terms and Conditions.

12.2 We may use Your personal data for the following purposes:

12.2.1 to administer and provide the Services for You and to offer You other products or services that we think may be of interest to You;

12.2.2 to process Your payments for the Services and Membership;

12.2.3 in certain circumstances to pass on to credit reference agencies. These agencies may use Your personal data in accordance with the Data Protection Legislation and we shall ensure that we pass on information accordingly.

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 to make certain information available to You as a Consumer before We accept Your request to become a Member and/or make a booking, where that information is not already made available to You in the context of the transaction. We have included the information in the Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to become a Member and/or make a booking. That information will, as required by the Regulations, be part of the contract between Us and You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information that We are required to provide and

14.2 any other information that We are required to provide about any Services or the School which You take into account when making any other decision about whether to use Our Services;

will be part of the terms of the contract between Us and You as a Consumer.

15. Complaints

We always welcome feedback from our customers, and, whilst We always use all reasonable endeavours to ensure that Your experience as a pupil or customer of Ours is a positive one, we may not always be able to hear from You if You have any complaint. If You do have a complaint about Our Services or any other matter, please raise the matter with <<insert name of person to contact>> at the School [or << by phone or email or post>>].

16. No Waiver

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We do not intend to waive any right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of any other provision.

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 and the provision in question shall not be affected.

18. Law and Jurisdiction

18.1 These Terms and Conditions, and the relationship between you and Us (whether as a consumer or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales] [Northern Ireland] [Scotland].

- 18.2 As a consumer, you agree that the application of the mandatory provisions of the law in your country of residence does not take away or reduce your rights under the law.
- 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 contractual or not), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

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