



Starmakerz Theatre School

## **Terms & Conditions**

Starmakerz Theatre School is owned and operated by Starmakerz Theatre School Limited, a company registered in England and Wales with company registration number 11536484 and registered office at:

Prosen, Lower Guildford Road, Knaphill, Woking, Surrey, United Kingdom, GU21 2EL ("Starmakerz")

Starmakerz provides dance and theatre classes in Oxted & Leatherhead in Surrey and owns and operates the website [www.starmakerz.co.uk](http://www.starmakerz.co.uk) (the "Website")

By registering your child to participate in any of the services Starmakerz Theatre School provides you agree to the following terms & conditions:

### **Fees**

Invoices are sent in advance for the term ahead and are payable in full on the first day of term. Places in classes can only be guaranteed once full payment has been received.

Invoices not paid on the first day of term will incur a late payment charge of £10.00

### **Term Dates**

Three terms of classes are provided every year, term lengths may vary but will start and finish in line with state school dates.

The names and approximate dates of each term are 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.

### **Termination/Cancellation of Tuition & Examinations**

If a student wishes to drop a class or leave the school we require half a terms notice in writing. If notice is not given half a terms fees will be charged.

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

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

## **Starmakerz Obligations**

Starmakerz does not discriminate on background, race or religion. We regularly monitor staff to ensure school and teaching policies are upheld. We adhere to Health and Safety procedures to ensure that each child participates in a class appropriate to their level of development.

Please note that from time to time it is necessary for the teachers to use appropriate physical contact when helping to improve various elements of their pupils' learning; this could be posture, positioning or assisting in movements.

## **Photography**

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

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

## **Medical Issues**

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 medical conditions must be stated on the Registration Form and if your child is attending class feeling unwell this must be made apparent to the Starmakerz team at the start of the class.

If we feel that your child is not fit and well enough to take part in the class then the parent or guardian will be contacted to immediately collect your child.

## **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 tutor fails to attend a class due to their ill health, transport difficulties or any other reason beyond our reasonable control and we are unable to provide cover, we will then endeavour to add extra classes back into the current term's schedule where possible, to make up for the missed class. If we are unable to make up the class a credit for the fees for that lesson will be applied to your account. Credits held on

account will be subtracted from the balance owing for the following term. Any refunds are at the sole discretion of Starmakerz.

### **Rescheduled Classes**

From time to time we may need to reschedule classes, either temporarily or permanently due to bank holidays, inset days or for other reasons beyond our control.

Whilst we endeavour to minimise the inconvenience of rescheduling classes we reserve the right to make changes to schedules as they become necessary due to circumstances beyond our control. Starmakerz 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.

We reserve the right to change the teaching staff without notice.

### **Refusal of Tuition**

We reserve the right to refuse to provide tuition to any student either temporarily or permanently, at our reasonable discretion.

Reasons for us choosing to exercise this right may include, but are not limited to:  
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 Starmakerz  
Any form of abusive or threatening language or comments made about a member of our 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.

### **Changes to Fees**

We reserve the right to change the price of classes to reflect any change in the price charged to us for use of the venue at which classes are held.

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

### **Teachers**

We reserve the right to change the teacher of any class in our timetable without notice providing it is a current teacher on our books.

All our teachers are fully qualified and enhanced DBS checked, our teachers are also fully trained chaperones under Surrey County Council's 'Chaperones For Children Working In The Entertainment Industry' scheme.

## **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, Starmakerz 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:

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

English law shall govern these terms and conditions and any disputes shall be referred to the courts of England and Wales.