

## SHOWSHACK Terms and Conditions

1. **General Conditions and Term Dates**
  - 1.1 Lessons are invoiced in advance, for a block of lessons, during term time.
  - 1.2 Three terms of lessons are provided every year, term lengths may vary but they will start and finish within school term dates. The names and approximate dates of each term are as follows:
    - 1.2.1 *Autumn Term:* September to December
    - 1.2.2 *Spring Term:* January to March
    - 1.2.3 *Summer Term:* April to July
  - 1.3 Our terms are based upon the provision of 10/12 lessons per term where possible. If it is not possible for us to provide a lesson on the usual day due to bank holidays, inset days, or for other reasons beyond our control we shall endeavour to reschedule the lesson during the relevant term. If that is not possible we shall carry forward the lesson to the following term.
  - 1.4 The exact start and finish dates for each term will be published on our website. A copy will be sent to you on request.
  - 1.5 Your contract with us will commence on the date of the student's enrolment and will continue until terminated in accordance with paragraphs 3 or 13.
2. **Supervision of Students**
  - 2.1 Students are supervised by us only whilst in their designated lesson.
3. **Termination/Cancellation of Tuition**
  - 3.1 This agreement may be terminated by you at the end of any term by giving notice no later than six weeks prior to the end of that term or by giving notice during any term to expire at the end of the fifth week of the following term. Notice for LAMDA lessons can only be given for lessons to cease after the Spring or Summer Exam Session. Each year we will publish Notice Deadline Dates on your invoice which will be the final date we will accept notice to cease lessons following the stated exam session.
  - 3.2 Notice of termination must be given directly to the Showshack office, by email or letter.
  - 3.3 You must obtain a Cancellation Reference from us at the time you give notice of termination. Please ensure you check for receipt of this number if cancelling by email. Please keep this reference number safe.
  - 3.4 We store the Cancellation Reference on your record so that we know for sure that the necessary notice to cancel has been given.
4. **Fees**
  - 4.1 Our charges for lessons are in accordance with our standard fees as set out on our website [www.showshack.co.uk](http://www.showshack.co.uk) and in our latest brochure as the same may be varied in accordance with paragraph 16.
5. **Payment Dates**
  - 5.1 Payments can be made by direct bank transfer to our account (details can be obtained from the office)
  - 5.2 Payment must not be made to teachers.
6. **Receipt of payment**
  - 6.1 Payment is complete when cleared funds are received in full.
7. **Late payment fee**
  - 7.1 If payment is not forthcoming, a 'Late Payment Fee' applies automatically after the expiration of 14 days after the date when payment became due in accordance with paragraph 6.
  - 7.2 The 'Late Payment Fee' levied in accordance with paragraph 8.1 will be £25. This fee is applied as a fair representation of the extra administrative costs incurred by us due to the late payment of lesson fees.
8. **Failure to pay**
  - 8.1 Without prejudice to any other right or remedy that it may have, if you fail to pay us on the due date, we may suspend provision of lessons until payment has been made in full.
  - 8.2 We employ a credit collection agency to recovery unpaid balances.
9. **Missed lessons**
  - 9.1 We do not credit lessons missed by students.
  - 9.2 We do not credit lessons for school closures where we are not notified at least one month in advance.
  - 9.3 School Events: We do not credit lessons missed due to school events unless the whole school is closed and we are notified at least one month in advance.
  - 9.3.1 Our tutor may elect to reschedule lessons disrupted by school events if a large contingent of students are absent. This may not always be achievable.
  - 9.4 Extreme weather: we do not credit for lessons that are missed due to extreme weather (e.g. lessons missed due to school closures and/or transport difficulties caused by snowfall or similar conditions).
  - 9.5 *Force majeure:* We do not credit for lessons missed due to *force majeure*, including, but not limited to war or hostilities, riot or civil commotion; epidemic, earthquake, flood or other natural disaster.
  - 9.6 Save as referred to in paragraphs 9.4 and 9.5, if our tutor fails to attend a lesson 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 lessons back into the current term's schedule where possible, to make up for the missed lesson. If we are unable to make up the lesson a credit for the fees for that lesson will be applied to your account.
  - 9.7 Credits held on account will be subtracted from the balance owing for the following term.
  - 9.8 If the student is to suffer a prolonged absence due to illness or other personal circumstances please call us to discuss on 01252 723956. Alternative arrangements may be possible.
10. **Parent Viewing**
  - 10.1 Periodically we invite parents to watch student productions at the end of term to showcase students' abilities, as applicable.
  - 10.2 "Showcases" when parents are invited to view their children performing in groups form part of at least two of the scheduled lessons in the term.
11. **Rescheduled Lessons**
  - 11.1 From time to time we may need to reschedule lessons, either temporarily or permanently due to bank holidays, inset days or for other reasons beyond our control.
  - 11.2 Whilst we endeavour to minimise the inconvenience of rescheduling lessons we reserve the right to make changes to lesson schedules as they become necessary due to circumstances beyond our control.
  - 11.3 Lesson schedule details are published at the start of each term with the invoice/statement posted to you and you will be charged for the number of lessons given in any term save for those not provided for reasons set out in paragraphs 11.1 to 11.2.
  - 11.4 We may inform you of any change to the schedule printed with the invoice/statement by:
    - 11.4.1 Writing to the main contact address held on our records or
    - 11.4.2 Telephoning the main contact number held on our records or
    - 11.4.3 Sending an email to the mail address held on our records
  - 11.5 We reserve the right to change the teaching staff without notice.
12. **Refusal of Tuition**
  - 12.1 We reserve the right to refuse to provide tuition to any student either temporarily or permanently, at our reasonable discretion.
  - 12.2 Reasons for us choosing to exercise this right may include, but are not limited to:
    - 12.2.1 late, or non-payment of fees;
    - 12.2.2 student behaviour (or other incident) that has a detrimental effect on the lessons of other students;
    - 12.2.3 any form of abusive or threatening language or comments made to or about a member of our staff.
  - 12.3 Our exercising this right does not entitle the student/parent to any credit/refund of lesson fees.
13. **Queries and Disputes**
  - 13.1 Any outstanding balance must be paid on time even if you have a query or dispute regarding our service or the invoice.
  - 13.2 We will use all reasonable haste to resolve any queries or disputes regarding our service.
  - 13.3 Please call us on 01252 723956 to let us know of your query/dispute within 24 hours of it arising;
  - 13.4 Written notification must also be made within 7 days of the dispute or query arising.
  - 13.5 If you have not cancelled lessons as laid out in paragraph 3 then our fees as shown on the invoice apply.
14. **Basis of Contract**
  - 14.1 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. Any brochure or advertising by us, and any descriptions or illustrations contained in our brochures, are issued, or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or any other contract between us for the supply of our services which we provide.
15. **Changes to Lesson Prices and to these Terms and Conditions**
  - 15.1 We reserve the right to change the price of lessons to reflect any change in the price charged to us for use of the venue at which lessons are held.
    - 15.1.1 Details of any such changes are published in advance, and we will endeavour to give as much notice thereof as possible.
    - 15.1.2 We will notify you of any such changes in writing in advance of them taking effect.
  - 15.2 If you are unhappy with **either the terms and conditions or revised prices**, you may terminate your relationship with us in accordance with paragraph 3.
16. **Transfer of Classes**
  - 16.1 We are unable to transfer fees from one class to another unless the child has taken an exam and moves up to the next grade during the term or the teacher agrees that they are able to progress to the next grade without taking an examination.
  - 16.2 We cannot allow fees to be transferred between classes for any other reason.
  - 16.3 We cannot allow fees to be transferred between siblings/friends.
17. **GDPR Legislation**
  - 17.1 We are GDPR compliant and take the protection of our clients data seriously. We do not share data with a third party.
  - 17.2 We are required to act on documented instructions as the 'controller'. All data will be stored for between two and five years (emails/sms/whatsapp/facebook/written instructions) to provide a comprehensive record of exchanges between 'processor' and 'controller'. All digital documentation is password protected.
  - 17.3 Persons contacting us via our on-line contact page, direct email, telephone call, SMS, Whatsapp are deemed to have given consent to have their data processed so we can respond to their enquiry. By signing the enrolment form the client agrees to the use of photographs/pictures for the use of marketing. The 'controller' agrees to remove data within one month of the written request.
  - 17.4 In the event of a data breach, we will notify the UK data protection authority within 72 hours of finding the breach.