

Standard Terms and Conditions of Service

1. Definitions

- 1.1 "Carer" means the person or persons who attend the Course, or any part of it, with the pupil and such term shall include the parent or legal guardian of the pupil and/or the person appointed by the parent or legal guardian to have care and control of the pupil.
- 1.2 "Contract" means any contract between the Carer and Footlights Theatre Workshop in respect of a Pupil's attendance on a Course, incorporating these Terms.
- 1.3 "Course" means a series of drama classes taught by FTW (or by such person as FTW may direct) in such format as FTW shall from time to time determine.
- 1.4 "Enrolment form" means the form relating to the enrolment of the Pupil on the Course.
- 1.5 "Fee" means the amount payable for the course as specified on the Invoice.
- 1.6 "Invoice" means the invoice attached to these Terms.
- 1.7 "FTW" means the business owned and operated by Footlights Theatre Workshop.
- 1.8 "Premises" means any building from which FTW operates the Course.
- 1.9 "Pupil" means the child referred to in the Enrolment Form.
- 1.10 "Teaching Term" means a period of up to twelve teaching weeks commencing and ending on the dates specified by FTW from time to time or such other period as FTW may, at its entire discretion, specify from time to time.
- 1.11 "Terms" means these terms and conditions and any special terms and conditions agreed in writing by FTW and the carer.

2. Acceptance of Terms and Conditions

- 2.1 These Terms are the terms and conditions upon which the pupil is accepted on a Course by FTW. The Terms may be amended or updated by FTW from time to time and such amendments shall be advised to the carer in writing. All references to the Terms shall mean the Terms as amended or substituted from time to time.
- 2.2 No variations or additions to the Terms shall be binding unless agreed in writing by FTW.
- 2.3 The Terms shall be deemed to have been accepted and agreed to by the carer upon payment of the Fee or upon the pupil attending the Course, whichever is earlier.

3. Fee and Payment

- 3.1 Payment of the Fee shall be due by the Carer to FTW prior to the Pupil commencing the Course. Time for payment shall be of the essence unless FTW agrees otherwise in writing.
- 3.2 VAT, if applicable, shall be added to the fee at the current rate from time to time in force.
- 3.3 Subject to clauses 4.2 and 7.2, the Fee is non refundable except with the prior written agreement of FTW.
- 3.4 Notwithstanding anything in these Terms, FTW reserves the right to increase the Fee in respect of a subsequent Teaching Term on 28 days' written notice. In the event of a change in the Fee or any material change to these Terms the carer may, by

serving written notice to FTW within 7 days of the date of FTW notice of such change, terminate the Contract.

4. Cancellation

- 4.1 FTW may cancel the Contract in its absolute discretion, at any time before the pupil commences the Course for any reason whatsoever, FTW shall not be liable for any loss, damage or expenses whatsoever arising from such cancellation.
- 4.2 In the event of cancellation by FTW prior to the commencement of the Course by the Pupil, FTW will refund any Fee paid.

5. Carer's Responsibility

- 5.1 The Carer warrants that:
- 5.1.1 the information set out on the Enrolment Form is accurate in all respects and that the Carer will notify FTW of any change of such information immediately.
- 5.1.2 when attending the Course, neither the Pupil nor the Carer will Not be suffering from any infectious or contagious disease.
- 5.2 The Carer undertakes to comply with all health and safety rules in place at the Premises.
- 5.3 The Carer shall indemnify and keep indemnified FTW against all loss (including loss of profit) liability, costs and expenses which FTW shall incur directly or indirectly as a consequence of any act or omission by the Carer or the Pupil.

6. Discipline

- 6.1 In the event that FTW in its sole and absolute discretion determines the behaviour of the Pupil and /or the Carer to be, unacceptable, FTW shall be entitled to exclude the Pupil and/or the Carer from the Course and Premises permanently or for such period as FTW shall (in its absolute discretion) determine and in such circumstances the Fee will not be refunded.

7. Exclusions of Liability

- 7.1 FTW warrants that (subject to the other provisions of these Terms) the Contract will be performed by FTW using reasonable skill and care.
- 7.2 If FTW's performance under the Contract does not conform with the warranty in clause 7.1, FTW shall refund the Fee or such part of the Fee as FTW considers reasonable in its sole and absolute discretion.
- 7.3 If FTW complies with clause 7.2, it shall have no further liability for a breach of the warranty in clause 7.1.
- 7.4 All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.5 Nothing in these Terms excludes or limits the liability of FTW:
- 7.5.1 for death or personal injury caused by the negligence of FTW, its teachers employees or agents.
- 7.5.2 for fraud or fraudulent misrepresentations or:
- 7.5.3 for any matter which it would be illegal for FTW to exclude or attempt to exclude its liability.
- 7.6 Subject to the provisions contained in clause 7, FTW, its teachers, employees or agents shall not be liable for any loss (consequential or otherwise) damage, expense or delay suffered or incurred by the Carer,

the Pupil or any other party arising directly Or indirectly or in any way connected with the attendance of the Pupil on the Course including but not limited to, the unavailability of a teacher, the postponement or cancellation of the course (or in any part of it) or in any other act or omission on the part of FTW or any of its teachers, employees or agents even if such act or omission is negligent.

8.General

- 8.1 Any notices to be sent by either party to the other shall be sent by pre-paid first class post or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting if sent by post, and immediately if hand delivered so long as delivery occurs during normal business hours on a normal business day.
- 8.2 Whilst FTW believes that the Terms are fair and reasonable, if any provision contained Within them or any provision of the Contract Is found by any court , tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such liability, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed servable and The remaining provisions of the Terms and/ Or the Contract shall continue in full force and effect.
- 8.4 These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no Statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of the Contract.
- 8.5 The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.
- 8.6 The failure of FTW to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right nor operate to bar the exercise of enforcement of it at any time or times thereafter.
- 8.7 The Contract shall be governed by and constructed in accordance with English law & each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.