

## **Pointers Terms and Conditions - 2024**

### **1. Terms and Conditions**

- 1.1. References in these terms and conditions to:-
  - 1.1.1. "Pointers Representatives" is to Charley, Harri or Matt Nichols, and Heather Morris;
  - 1.1.2. "Pointers" is to Pointers Dance Studio and Gymnastics Academy;
  - 1.1.3. "You" or "Your" means you, being the person signing these terms and being responsible for the Fees;
  - 1.1.4. "Pupil" means each child You are signing up for classes with Pointers.
- 1.2. These terms and conditions apply to You, the Pupil, any guardian responsible for the Pupil and Pointers.

### **2. Classes**

- 2.1. Pointers provide ballet, modern, tap, jazz, disco, contemporary, commercial, street, gymnastics, singing, drama, festival lessons and performance team.
- 2.2. Class schedules are subject to adjustment at the sole discretion of Pointers.
- 2.3. The Class timetable shall be issued by Pointers in writing.

### **3. Your Responsibilities**

- 3.1. We ask that:-
  - 3.1.1. You promptly let us know if the Pupil cannot attend a class, informing us at least an hour in advance would be appreciated;
  - 3.1.2. You pay your Fees on time;
  - 3.1.3. You comply with these terms and conditions;
  - 3.1.4. You comply with the reasonable requests of any Pointers Representative.

### **4. Charges and Payments**

- 4.1. Any monies required for payment to Pointers (whether such request is made via invoice, letter, email, text or other written form each notice being known as a "Payment Request") are due for payment in accordance with the terms set out in the Payment Request. A Payment Request shall be issued by Pointers for all fees required for payment by You, this may include but shall not be limited to:-
  - 4.1.1. class fees;
  - 4.1.2. show fees;
  - 4.1.3. festival fees;
  - 4.1.4. costume rentals charges;
  - 4.1.5. costume replacement fees;
  - 4.1.6. uniform charges;
  - 4.1.7. summer school fees;
  - 4.1.8. exam fees;
  - 4.1.9. special event fees; and
  - 4.1.10. all other fees,(each of the above being "Fees").

4.2. Each Payment Request shall include the due date for payment. In the event that any payment from You is late, the outstanding sum shall accrue interest of £10 per week for each week that the Fees remain outstanding. Any interest shall be payable with the fees due and shall only be waived at the sole discretion of Pointers.

4.3. Any Fees being paid in cash should be delivered to a Pointers Representative and must be in a named envelope clearly stating:

4.3.1. Child's Name;

4.3.2. Date of Payment;

4.3.3. What Fees are being paid.

4.4. Pointers shall not accept payment by way of cheque.

4.5. Any funds transferred by bank transfer shall be paid in accordance with the details contained in the Payment Request.

## **5. Refunds**

5.1. Pointers shall not be liable for any refunds for any Fees under any circumstances.

5.2. For the avoidance of doubt and without prejudice to the generality of the above clause, Pointers shall not be required to refund any Fees arising from:-

5.2.1. Adverse weather condition;

5.2.2. Failure to attend a class, exam, summer school, festival or performance by a pupil;

5.2.3. Pupil illness;

5.2.4. Rescheduling or cancellation of classes; or

5.2.5. Compliance by Pointers with any legal obligations or applicable regulations.

## **6. Cancellations**

6.1. If a class is cancelled, Pointers shall use its reasonable endeavours to reschedule at no additional cost to You. If it is not possible to reschedule, relevant Fees will be subtracted from the forthcoming terms fees.

6.2. You acknowledge and agree that if such class or show is rescheduled, this may take place online, at an alternative location or time or via an alternative media than originally scheduled.

## **7. Costumes**

7.1. All costumes shall remain the property of Pointers at all times.

7.2. All parents must sign acknowledgment for receipt of all costumes, or such other confirmations as required by Pointers.

7.3. All costume fees shall be paid in accordance with clause 4 regarding Fee payments.

7.4. All costumes are returnable to Pointers within 14 days of written demand.

7.5. In the event that a pupil ceases to attend classes with Pointers, or Pointers terminate the arrangement in place with You, all costumes held by You or the Pupil are to be returned to a Pointers Representative within 14 days. The costumes remain Your responsibility until returned to a Pointers Representative.

7.6. Where You fail to return such costume in accordance with the 14 day provision set out above, You shall be liable for the full replacement value of the costume.

7.7. You are responsible for care and maintenance of any costumes in Your possession. Pointers reserve the right to charge You the cost of cleaning, repair or replacement of any costume.

## **8. Uniform and presentation**

- 8.1. You shall purchase the appropriate uniform as determined by Pointers, as detailed in the uniform list [www.pointersdancestudio.co.uk/uniform/](http://www.pointersdancestudio.co.uk/uniform/).
- 8.2. Where long enough, Pupils attending ballet classes should tie their hair into a hair bun.
- 8.3. Pupils may wear stud earrings to all classes other than gymnastics. Pointers Representatives may use their discretion regarding new piercings. Pupils will be required to remove other jewellery, which shall remain the responsibility of You and the Pupils.

## **9. Pupil and Parent behaviour**

- 9.1. Pointers expect its Pupils and parents to treat each other, parents and Pointers Representatives with respect, dignity and kindness at all times.
- 9.2. Any violence will be treated with a zero tolerance policy.
- 9.3. Pointers will not monitor private interactions between Pupils and does not accept any responsibility for their behaviour towards one-another outside of the class setting.
- 9.4. In the event that Pointers Representatives become aware of anything concerning, they shall, to the extent it is safe for the pupil, use its reasonable endeavours to inform a responsible adult. In the event that a child is considered by Pointers Representatives to be at risk, applicable safeguarding procedures shall be applied.
- 9.5. Any defamatory statements or discussions regarding Pointers or any Pointers Representatives in any derogatory manner, is not acceptable whether in person, via message or on social media and Pointers reserves its rights to terminate all services with immediate effect without refund of any Fees.

## **10. Photographs, publicity and social media**

- 10.1. By entering into these terms and conditions, you confirm and acknowledge that:-
  - 10.1.1. Pointers may take photographs and/or video (“**Media**”) of the Pupil whilst in class, at an event or photo shoots;
  - 10.1.2. All rights relating to the Media shall belong to Pointers in perpetuity;
  - 10.1.3. Pointers may use such Media for publicity and marketing purposes at any time;
  - 10.1.4. Pointers are not in control of other parents, attendees, adjudicators or event organisers and photographs or videos taken by them.
- 10.2. In the event that you do not wish for the Pupil to partake in the Media, you must inform a Pointers Representative in writing prior to their attendance at any class, exam, performance, festivals, school or Pointers led event.

## **11. Health Safety & First Aid**

- 11.1. Pointers shall use reasonable endeavours to provide a safe environment for the Pupils to attend the classes.
- 11.2. As with all sports and activities, there is an inherent risk of injury. Pointers do not accept any liability in relation to such injuries. Pupils shall be required to follow instructions from any Pointers Representative to ensure they complete such activities in the safest way possible.
- 11.3. You agree and confirm that any first aid trained Pointers Representative may treat the Pupil in accordance with such training, if required.
- 11.4. You and the Pupil understand and acknowledge that to run classes safely, Pointers Representatives are required to have physical contact with the Pupils.

- 11.5. Pointers confirm all Pointers Representatives are fully DBS checked, hold chaperone licences and shall comply with applicable health and safety regulations.
- 11.6. Pointers shall maintain a designated safeguarding person. In the event that you need to contact the safeguarding officer, please contact [safeguarding@pointersdancestudio.co.uk](mailto:safeguarding@pointersdancestudio.co.uk)
- 11.7. If the Pupil has any disabilities or injuries, You are required to inform a Pointers Representative in writing prior to their attendance at any class, exam, performance or Pointers led event. Where able, Pointers shall make reasonable adjustments to support any Pupils with disabilities.

## **12. VAT**

- 12.1. Pointers are not registered for and shall not charge VAT.

## **13. Force Majeure & Covid**

- 13.1. Pointers shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.2. Due to circumstances arising from Covid-19, Pointers are required to comply with all guidance and regulations issued by the UK government regarding Covid-19 and safe business management. Pointers shall keep You reasonably informed of the impact any adjustment required in order to comply with such regulations. You and the Pupil confirm that you shall comply with all reasonable requests of Pointers Representatives in relation to such adjustments, whether such adjustment is made in advance or indicated by Pointers Representatives at classes.

## **14. Limitation of Liability**

- 14.1. Pointers liability shall be limited to the Fees paid in relation to the Pupil per term.
- 14.2. Nothing in the contract limits any liability which cannot legally be limited, including liability for:
  - 14.2.1. death or personal injury caused by negligence;
  - 14.2.2. fraud or fraudulent misrepresentation; and
  - 14.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

## **15. Termination**

- 15.1. Without affecting any other right or remedy available to either party, either party may terminate the contract by giving the other party 4 weeks' written notice.
- 15.2. Without affecting any other right or remedy available to Pointers, Pointers may terminate the contract with immediate effect by giving written notice to You if You commit a material breach of any of these terms and conditions.
- 15.3. On termination, You shall pay any outstanding Fees and return any costumes in Your or the Pupil's possession in accordance with these terms and conditions.

## **16. Data Protection**

- 16.1. For the purposes of this clause the following definitions shall apply.

**Agreed Purposes:** the contact of You, the Pupil regarding classes, shows, performances, schools and all other Pointers events and the running of Pointers.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the UK Data Protection Legislation in force at the time.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**Permitted Recipients:** the parties to this agreement, the employees, volunteers, consultants of each party, any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data:** the personal data to be shared between the parties under this clause of these terms and conditions. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Your name and address;
- b) Pupil's name and address;
- c) Your email address;
- d) Your contact number;
- e) Emergency contact information for the Pupil;
- f) Dietary and medical information for the Pupil;

16.2. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

16.3. Each party shall:

16.3.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

16.3.2. give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- 16.3.3. process the Shared Personal Data only for the Agreed Purposes;
  - 16.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - 16.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
  - 16.3.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
  - 16.3.7. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
    - 16.3.7.1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
    - 16.3.7.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 16.4. Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation.

## **17. Entire Agreement**

- 17.1. These terms and conditions (together with any notifications issued in writing by Pointers), constitute the entire agreement between the parties and supersede and extinguish all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

## **18. Notices**

- 18.1. A notice given to a party under or in connection with these terms and conditions:
- 18.2. Shall be sent to Pointers at: [charley@pointersdancestudio.co.uk](mailto:charley@pointersdancestudio.co.uk)
- 18.3. Shall be provided in letter in person, provided by email or text message to the contact details You provide with your submission of this form.

## **19. Governing Law & Jurisdiction**

- 19.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 19.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.