



# TERMS AND CONDITIONS





This agreement sets out the terms and conditions that will govern the relationship between us; Nine Lives Theatre Company (Nine Lives Theatre Company Ltd) and you; The Student (if over 18)/Parent/Guardian. These terms and conditions are important to maintain standards and to ensure that all members gain the maximum benefit from enrolling with us. This is a legally binding agreement, so please ensure you have read and understood all terms and conditions contained within. This agreement is governed by the laws of England and Wales.

## **ATTENDANCE & ABSENCES**

- To avoid disturbances and disruption in learning, students should arrive in good time to each of their classes. If a student arrives more than 15 minutes after the class' start time they may not be admitted into the class.
- In the event a class is cancelled by one of the teachers an alternative date will be arranged by the teacher to make up for the missed class. If no replacement class takes place you will receive either a refund, which will be given at the end of the month, or the sum will be deducted from your next invoice.
- For one-to-one tuition, 48 hours notice is required for any student being unable to attend. The teacher will endeavor to rearrange any one-to-one session, as the timetable allows.
- In the event a student no longer wishes to attend any or all classes at Nine Lives Theatre Company, a minimum of a month's notice is required for leaving any class, which should be provided in writing, in the form of either a letter or email. Failure to provide sufficient notice may result in legal action and further fees being added to your account.
- If a student is unable to attend a given class, they are able to attend the class online circumstances permitting.

## **FEES**

- Timetables, teachers and fees are subject to change at any time without notice.
- The teacher of an individual class sets the fees for that class. As a result the fees for each class may be different.
- Any concern with pricing should be discussed with the teacher of the class. If you are unable to reach a satisfactory resolution after discussion, the queries can be escalated with the head of the company.
- Fees are to be paid either monthly or termly. You will be invoiced at the start of the month/term and payment is expected within one week of receiving the invoice.
- Payment can be made by cash, cheque, bank transfer or PayPal (please be



aware that an extra charge may occur for PayPal payments).

- Payments should be made directly to the details provided on the invoice.
- If the student fails to attend a class either without prior notice, or failing to provide notice within the timeframes required in these terms and conditions, all fees will be fully chargeable.
- If the student is unable to attend a group class no refund will be given.
- Failure to pay invoices may result in legal action, interest being added to your account and the student being withdrawn from classes with Nine Lives Theatre Company. Withdrawal or suspension of a student can take place with immediate effect.
- Free or reduced fee taster classes are offered at the discretion of that class' teacher. We are not required to offer free or reduced rate classes, and teachers may change the offering without notice.
- Exam fees are not included in general class fees and will be invoiced separately. These invoices will be sent out before exam dates and are payable upon receipt.
- We will suspend fees in the event of a student having a serious injury or illness which prevents them from attending for more than a month. If the student is no longer able to attend due to a medical issue, we will waive the notice period with no further obligation to you. Nine Lives Theatre Company may require medical evidence in the form of a GP or a hospital letter detailing the medical reasons.
- Online classes are fully chargeable at the same rate as physical classes.

## **CLASS ETIQUETTE & HEALTH AND SAFETY**

- Where a student is under the age of 16, Child Protection Law prevents us from being able to allow the student to leave the class without seeing they have been received by a recognised parent or guardian.
- If classes are unable to take place due to unforeseen health and safety circumstances they will continue online.
- The student may be asked to leave a class if they display threatening behaviour to either teachers or students or if they are jeopardising the enjoyment, education or safety of another student.
- Any bullying, aggression, abuse, harassment or any other inappropriate behaviour from either the student, parent, guardian or any guests will not be tolerated. This will result in an immediate termination, possible legal action and/or reporting to the correct authorities.
- Nine Lives Theatre company will not tolerate any offensive, aggressive or rude remarks, gestures or behaviour. All teachers, students, assistants and guests must be spoken to with respect and consideration.



- The student must be aware of all health and safety regulations of the venue and comply with the regulations at all times.
- Being under the influence of alcohol or illegal substances is not tolerated at any time.
- Students bringing any alcohol or illegal substances to class is not tolerated at any time.
- Smoking within the venue or during class time is also strictly prohibited.
- To the extent permitted by law, our liability to you, save in respect of death or personal injury caused by our negligence shall be limited to the total amount you have paid for your membership to the maximum sum of £5000.

## **MEDIA MANAGEMENT**

- We reserve the right to use any images or film footage, either single or group, involving the student for press or promotional purposes.
- Films made by Nine Lives Theatre Company may be shared online on our official channels, entered into film festivals and screened at local cinemas. By registering with Nine Lives Theatre Company you are agreeing to these terms.
- We may require to further license the student for specific performances Nine Lives Theatre Company do in the future. In this case all the documentation and directions will be given to either the student, parent or guardian. Failure to fill out the documentation correctly or missing the deadlines for the submission of documents may result in the student being unable to participate in the performance.

## **GRIEVANCES AND TERMINATION**

- We reserve the right to change these terms and conditions at any time.
- If you have a concern or complaint that cannot be solved directly with the teacher, your concern or complaint can be raised with the head of the company.
- We may terminate the student's enrolment with Nine Lives Theatre Company in the event of serious or repeated breach of these terms and conditions.
- This agreement may be terminated if either party is in serious breach of its obligations to the other.

## **CORONAVIRUS**

- All students and parents must adhere to government COVID regulations.
- All students and parents must adhere to the measures put in place by the Nine Lives Theatre Company to ensure the safety of all members and teachers.