**Just Dance Terms and Conditions**

Please read these terms and conditions carefully. Upon enrolling into classes at Just Dance a legally binding agreement is formed and your (or your child’s) attendance at our classes will be strictly subject to full cooperation with these terms.

Please note that if any parent or student is in material or persistent breach of any of these terms and conditions, we reserve the right immediately to terminate the contract with you and/or exclude your child from attending further classes until such time that the matter can be resolved or the agreement is terminated, without further liability to you.

**Class Booking**

*Fees and Payment*

1. Classes must be booked and paid for by you monthly by direct debit.

2. All fees remain payable whether your child attends the classes. There are no reductions or refunds for missed classes under any circumstances (including injury, sickness, or holidays). A refund will not be provided if classes must be cancelled due to an event beyond our reasonable control including but not limited to fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat or incident.

3. Please note that all ''Class Fees'' and ''Additional Fees'' (as defined below) are subject to change at any time on a term-by-term basis. Up to date fees will be published on the Just Dance website at www.Just-Dance.co.uk or are available on request.

4. ''Fees'' for academic year are as follows:

1 x 30 minute Class £5.00

1 x 45 minute Class £5.25

1 x 60 minute Class £5.50

5. In addition to class fees, the following additional fees (“Additional Fees”) shall also be payable by you to the extent applicable:

* Extra exam coaching
* Exam fees
* Rehearsal fees
* Production costs
* Uniform costs
* Costume costs

6. Discounts are not generally available except in accordance with the following:

* Exceptional circumstances

7. An email will be sent to you upon acceptance of these terms including the Fees and any Additional Fees.

8. All mandates must be agreed on or before the start date of classes therefore before classes can commence. If you cancel the direct debit you or your child shall not be permitted to attend classes. ALL mandates must be received before classes can commence.

9. Our preferred method of payment is electronic payment via gocardless however in exceptional circumstances and where agreed with you we may also accept cash. No other method of payment shall be acceptable.

*Cancellation and Amendment*

10. You have the right to cancel the mandate at any time. Should you wish to cancel you must inform us of this decision to the following email address. lisajustdance@aol.co.uk]

11. All mandates include a initial 2 month payment which covers the 1 month cancellation fee.

12. This does not affect your statutory rights.

13. Requests for changes to class schedules or levels may be made but remain entirely at our discretion and no change can be guaranteed.

**Students**

15. Students must follow all school rules and instructions and a failure to do so will result in a breach of these terms and conditions.

16. Disruptive, disrespectful, or antisocial behaviour in on or around the premises will not be tolerated (whether before, during or after classes) and we reserve the right to exclude that student on a temporary or permanent basis at our sole discretion and no refund will be applicable.

17. Students and parents/guardians should notify us in advance of any absences to the following email address lisajustdance@aol.co.uk

18. All students must be wearing the appropriate uniform except with our prior consent.

19. All items of uniform must be clearly labelled with the student’s name.

21. Long hair should be neatly tied back for all classes and no jewellry should be worn.

22. Students are advised to stay hydrated and may bring water to classes, however, no food or drink of any other kind is permitted inside the school unless prior consent has been given.

23. You understand and agree that dance teachers may use tactile feedback and instruction with students to support verbal feedback and instruction where appropriate.

24. A basic first aid kit is kept on the premises and staff members at Just Dance may administer basic first aid on students if necessary whilst a student is at Just Dance. However, to the fullest extent permitted by law, and otherwise as set out in these terms, dance teachers and Just Dance shall not be responsible for any injuries or accidents that occur, and which are outside of our reasonable control.

25. If a student needs to take any of their own medication (whether self-administered or otherwise) whilst at the [Just Dance](http://www.just-dance.co.uk/) we ask that parents be available to administer the medication unless otherwise previously agreed with us. In any event, we cannot be held liable and accept no responsibility for administering such medication (and/or the effects of the same) and the students’ parent/guardian takes full responsibility.

26. By agreeing to these terms you hereby consent to us recording for video purposes your child where appropriate and understand that this may sometimes be undertaken by third parties on our behalf (subject to prior vetting) (or by third party photographers) and further note that this may sometimes include audience members during an open class or show or another event.

27. By agreeing to these terms you hereby consent to us taking photographs of your child where appropriate to record or photograph students for educational and/or marketing purposes which may include usage on social media. You can withdraw consent at any time and at your discretion.

28. Further, where photographs or footage has been taken, you further consent to the sale of the content to other members of the Just Dance.

*Examinations*

30. The opportunity for a student to enter a dance examination is at the sole discretion of the teachers of Just Dance. Where we think your child should progress through examinations you understand that it is likely to be necessary for a student to attend extra lessons in preparation for their examination to reach the required standard and to practice within their examination group which will be charged as an Additional Fee.

31. Further examination Terms and Conditions are likely to apply and shall be communicated to you as necessary.

32. If an examination is not taken for any reason when offered by the Just Dance, it is at the sole discretion of the teacher whether the student remains at the same level and waits to take the examination in the next available examination session or progresses to the next level without taking the examination.

Parents and guardians (all references to “parent(s)” include guardians) / Adult students

33. It is parents’ responsibility to ensure and be satisfied that their child is fit and healthy to attend classes.

34. Parents may watch the class their child attends.

35. Feedback will be provided on request.

36. Parents should ensure that children are punctual for classes and are collected promptly at the end of classes by a parent. You must notify the teacher at the start of the class if someone else will be collecting your child.

37. Children are not allowed to leave the class unless accompanied by an adult

**Limitation of Liability & Disclaimer**

38. By entering these Terms and Conditions you hereby waive and release the Just Dance from all claims arising from injury of any manner resulting from participation in a class other than as a direct result of our negligence.

Where relevant the child or their parents or guardians should seek medical advice before carrying out any exercise or in relation to the suitability of the class and we cannot be held liable for any claim because of attendance of class was unsuitable.

We accept no responsibility and cannot be held accountable for any loss or damage of personal belongings or property whilst attending a class or on the premises.

49. Nothing in these terms and conditions shall in any way limit any liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence, or any other liability which cannot be excluded at law and your statutory rights are in no way affected.

**Data Protection and Privacy**

39. We are committed to protecting the privacy and confidentiality of our users and clients. We may use your information to keep in touch with you by newsletter and other group / individual communications in line with our Privacy policy which can be viewed at [www.Just-Dance.co.uk](http://www.Just-Dance.co.uk)

*Covid 19*

40. Following advice from the NHS, students should not attend class if they or anyone in the household have any of the following symptoms or have done in the previous 10 days:

New, continuous cough

High temperature

Loss or change of your sense of taste or smell

Your child should not attend class if the following applies:

If you have symptoms of coronavirus

If you have tested positive for coronavirus

Someone in your household has tested positive or has symptoms of coronavirus

You are told to self-isolate by NHS Test and Trace

You arrive in the UK from a country where you have been asked to isolate in accordance with government guidelines.

If your child or anyone in your household has any of the following you must inform us immediately:

Symptoms,

Tests positive for COVID-19,

Is asked to self-isolate

Has been in close contact with anyone who tests positive for COVID-19

If we are informed by any of our student’s families that they have experienced any of the above, we will discuss the situation with NHS Test and Trace and notify any families who may be affected immediately.

﻿In class, if a student becomes unwell with Coronavirus symptoms, the teacher will ask them to move to a safe, well ventilated, and supervised space where they can keep 3m away from others. The teacher will assess whether it is safe and reasonable to ask them to wear a mask and will provide a single-use disposable mask to the dancer. The teacher will then contact the parent to collect their child. Anything that they have touched will be cleaned adequately and parents of all dancers attending that class (or any class the symptomatic child has danced in) will be notified by email to monitor their dancer for symptoms.

Should a local lockdown come into force at any time during the term, we will endeavor to reschedule all classes for the remainder of the term into online classes.﻿

*Additional T&C for online dance classes:*

1. Students participate in online dance classes at their own risk and Just Dance takes no responsibility for any injury sustained.

2. The Zoom class must be accessed by a parent / carer who should be visible on camera at the start of each class and thereafter, children should participate in online dance classes under a 'suitable' level of adult supervision (i.e at the discretion of the parent / carer in consideration of the age of the child and bearing in mind that Just Dance will not be able to act ‘in loco-parentis’).

3. Students should wear suitable dance clothing and footwear with hair properly tied back and no jewellery.

4. Please ensure you clear a safe space in which to dance.

Move away any sharp or breakable objects and try to make flooring as suitable as possible. We take no responsibility for any injury sustained or damage to personal property.

5. The class is intended for only the student who is enrolled, not other family members / friends who may not be of the appropriate ability. Students should perform movements suggested by the teacher within the remit of own capability and should not attempt any movement which they don’t fully understand or feel confident executing.

6. Any student with an existing injury participates at their own risk. We recommend that you follow medical advice regarding suitability of the class content with reference to your injury. We should be advised about any existing injury at the start of each class the student attends.

7. We are not able to administer first-aid, therefore please ensure you make your own provision.

8. Whilst only those students who are enrolled in our live online classes will be given access to participate, Just Dance cannot be held liable and take no responsibility for any security / privacy / breach of data issues which may arise through use of Zoom or any other online platform.

*Governing Law*

1. These terms and conditions are governed by the laws of England and Wales.