

## **TERMS AND CONDITIONS**

Please read these terms and conditions carefully. Upon enrolling into classes at Dakoda's Dance Academy (hereafter, "DDA") a binding contract is formed and your (or your child's) attendance at our classes will be strictly subject to full adherence to these terms and conditions.

Please note that if any parent or student is in material or persistent breach of any of these terms and conditions, DDA reserves the right immediately to terminate the contract with you and/or exclude your child from attending further classes at DDA on a temporary or permanent basis, without further liability to you.

Membership is open to all subject to the following conditions:

- Dakoda's Dance Academy accepts no responsibility for loss or damage of personal belongings while on the premises.
- Dakoda's Dance Academy accepts no liability for any injuries sustained whilst participating in a class or on the premises.
- Dakoda's Dance Academy staff must be notified of any changes to the information provided on the Booking Form.

### **Course Bookings**

Dakoda's Dance Academy does not provide drop-in classes for children and young people (with the exception of baby ballet ages 1 – 3) on all term time courses. All courses must be booked in advance through [www.dakodasdanceacademy.com](http://www.dakodasdanceacademy.com). Classes can be booked mid term and are pro-rata'd.

New students may join courses during the term subject to availability and authorisation of the Dakoda's Dance Academy management team.

If there are no spaces on a requested course when booking, then Dakoda's Dance Academy will aim to provide an alternative option where possible.

Please refer to our Bookings Policy for further information.

### **Fees Increases**

Fees are reviewed periodically and are subject to increase from time to time.

Fees alter each term depending on the number of classes we can offer in that term. DDA runs on a consistent 35-week academic year, split unevenly over 3 terms.

### **Payments**

Full payment must be received in advance to confirm a place.

For all current students, courses must be registered in advance. Payment can be made up until the last day of the previous term to guarantee the place. If payment for registered places is not received by this time and the DDA office hasn't been contacted in advance, then the place will be offered to another student using the priority listed above.

It is Dakota's Dance Academy's aim to offer a fixed number of concessionary places per term, subject to availability. All concessionary places must be paid for in advance of the course to confirm your place.

### **Non-payments**

Failure to make payment before term starts may result in no place being available. If this happens Dakota's Dance Academy will make every attempt to offer an alternative course or arrangement. If this is not possible then your name will be added to a waiting list.

### **Cancellation**

If a booking is cancelled before the start of term a minimum of a week's notice should be given. Occasionally some courses may be cancelled due to circumstances beyond Dakota's Dance Academy's control. The administration team will endeavour to contact paid customers and will either offer an exchange for the course or, in rare cases of a cancellation, a full refund will be given.

Dakota's Dance Academy reserves the right to cancel a course if there are fewer than seven participants on a course and the above efforts will be made to place a student in an alternative course or offer a pro-rata refund where appropriate.

If a single class does not take place due to circumstances beyond our control, Dakota's Dance Academy will view this class as postponed and will reschedule.

### **Refunds**

Dakota's Dance Academy cannot offer a refund if you do not attend courses.

A full refund will be given if the chosen workshop date/course is fully booked on receipt of payment.

The first class is considered a 'trial' class. If for any reason the course is not suitable, we must be notified before the second class and a refund for classes not attended will be given. Please note, no refund or reduction will be made after the second class has taken place, whether further classes have been attended or not.

No refund will be given on any holiday programme that Dakoda's Dance Academy delivers.

Dakoda's Dance Academy reserves the right to make a £10 charge (taken from the original payment and consequently refund amount) to cover administration costs.

A £25 admin fee will be added for late payments.

### **14 Day Cooling Off Period**

If your contract with the School was formed entirely by means of distance communication (i.e. by post or electronic communication) without a face to face meeting with a member of the School staff between offer and acceptance, you have the right to cancel the contract within 14 days. The 14 day cancellation period will commence on the day following our receipt of your booking. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Staff/teachers**

All staff, including cover teachers (who may be brought in at short notice), are qualified, experienced and DBS checked. Volunteer class assistants and trainees on placements are all DBS checked.

### **First Aid**

We always have a first aider on site who will provide basic first aid. By agreeing to these terms and conditions you authorise DDA to seek medical services in case of serious injury or illness if you cannot be contacted.

### **Illness or Injury**

If your child is injured or becomes ill in class, we will endeavour to encourage them to continue. In the event they are unable to, we will call the parents to collect them.

Parents are asked to keep their children at home if they have a serious infection or injury. Please keep your child at home if he/she:

Has a fever or has had one in the previous 24 hours

Has had an upset stomach or diarrhoea in the previous 48 hours

Has heavy nasal discharge

Has discharging eyes

Has symptoms of a possible communicable diseases

Measles

Chicken pox  
German measles  
Whooping cough  
Impetigo  
Scarlet fever  
Hand, foot and mouth disease  
Norovirus

We cannot offer a refund for a lesson missed due to illness. If your child has a serious injury that prevents them from attending, please inform the management who will decide on a case-by-case basis how to reallocate any classes your child will not be able to attend. A doctor's note will be required for non-visible injuries.

### **Supervision while on site**

Students must ensure they always get full permission from staff prior to leaving class. Toilet breaks will be supervised by either a member of staff or class facilitator and students will always be supervised whilst on site.

### **Behaviour**

Racist, sexist and other offensive language and behaviour is not tolerated, and we reserve the right to terminate membership without notice, the final decision being undertaken by the Board of Directors. Behaviour of staff, parents and students must always follow our code-of-conduct.

Please note that under no circumstances are pets allowed on school premises due to Health and Safety reasons.

### **Commitment to Equal Opportunities**

DDA has a commitment to ensure that the equipment and activities are of value and worth to everyone regardless of race, culture, language, gender, age, experience, religion, background, ability or disability.

### **Parents in Class**

If a child is new or particularly unconfident, parents/carers may be allowed to sit in during the first ten minutes of one class at the Site Managers discretion. Parents are not allowed in lessons or beyond the reception area unless it is authorised.

### **Emergency contact number**

Dakoda's Dance Academy emergency mobile phone is kept with the Site Manager. The number will be given out upon registration and must only be used if there are problems regarding the collection of children. Do not ring the office as there may not be anyone there.

## **Food**

We are a nut-free school. Nuts, chewing gum and fizzy drinks are strictly forbidden on the premises. Food should only be eaten in designated areas. Please bring a quick, light snack and drink (not lunch) with you.

## **Uniform**

Information on the appropriate uniform for classes can be found on the website and must be worn at all times. This is basic but essential and gives the students a sense of belonging, a sense of ritual and sense of dressing for something important – their class.

Appropriate clothing as below is necessary for health and safety and child protection:

- Students must not wear their school uniform to any class – Dakoda's Dance Academy is not a school and wearing the correct Dakoda's Dance Academy clothing gives a sense of belonging, allowing all to feel equal, healthy and safe.
- All your belongings must be clearly labelled – lost property is donated to charity at the end of every term.
- Strictly no jewellery – no earrings (earrings are very unsafe during physical activity).
- Hair must be tied back from the face for all classes. A bun is required for Ballet and Acrobatics/Gymnastics classes.

## **Arrival & Departure**

Children must arrive and be collected promptly. It is very important that children arrive in time for their classes, preferably 5 minutes before the start. This allows the group time to settle from the moment the class starts. Latecomers will have to wait outside until an appropriate time to join the class. Children arriving after 15 minutes may be refused admission, as this may disrupt the professional attitude to classes we aim to foster.

If there is a break between lessons, children must be collected or a lesson is to be paid for during the intervening time. Children must not be left in reception.

Where possible Dakoda's Dance Academy will aim to let people know of any changes in venue or class time at least one week ahead of schedule.

## **Absence**

Any child missing for more than two classes per term without reason may not be able to join future courses. Class numbers are limited, and many have long waiting lists, so good attendance and commitment to the course is essential.

### **Illness/Injury**

Parents are not to allow their child to attend Dakota's Dance Academy if they are feeling unwell or have a known injury which would prevent a student from fully taking part. This includes presenting any contagious illness including (but not limited to): Chicken Pox, Head Lice, Common Cold, Flu and, as of March 2020, symptoms of COVID-19.

Refunds will only be given in the event of illness or injury preventing attendance at classes for a sustained period of time as the Management's discretion.

### **Physical contact**

The Parents consent to such physical contact with children:

- as may accord with good practice; or
- as may be appropriate and proper for teaching and instruction; or
- for providing comfort to the Pupil in distress; or
- to maintain safety and good order; or
- in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact activities and other activities as part of the normal School programme. The Parents acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated.

### **Disclosures**

The Parents must, as soon as possible, disclose to the School in confidence:

- any known medical condition, health problem or allergy affecting the child;
- any disability, special educational need or any behavioural, emotional and / or social difficulty on the part of the child;
- any concerns about the child's safety

### **Special precautions**

DDA needs to be aware of any matters that are relevant to the child's safety and security. Accordingly, the Parents must immediately notify Dakota in writing of any family circumstances, court proceedings or court orders or situations of risk in relation to the child for whom any special safety precautions may be needed.

### **Leaving School premises**

DDA will do all that is reasonable to ensure that children remain in the care of the School during their lessons but does not accept responsibility for the child if he / she leaves School premises in breach of the rules.

### **Personal property**

Children are responsible for the security and safe use of all their personal property including money, mobile electronic devices, equipment, watches, etc.

### **Insurance**

The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

### **School's liability**

Unless negligent or in breach of another legal duty which causes injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

### **Variations**

These *Terms and Conditions*, uniform and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

### **Interpretation**

These *Terms and Conditions* supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these *Terms and Conditions*.

### **Child Collection**

Teachers must ensure that each child has left a session with an adult or older child (agreed in advance with the parent). It is the parent/guardian's responsibility to ensure the child is collected punctually at the end of the class or session. Should a parent/guardian not turn up to collect a child on time – this is the procedure to follow:

- Inform the director, Dakota Matthews-Forth who will contact the parent/guardian.
- If the director is not available, contact the office and or Robert Myers.

- If the office is closed, ask the child to contact the parent/guardian immediately.
- If the child cannot call the parent/guardian, contact the parent/guardian directly to arrange collection.
- If the parent/carer is not reachable, and you must leave, the emergency procedure is as follows:
  - Leave a message with the parent and contact the entire Dakoda's Dance Academy Management Team with all the information. Wait until another member of the team can arrive.
  - If the parent/guardian is not reachable and there is no adult available, you must take the child to the nearest police station. Inform the police of all contact details for the parent/guardian and notify the entire Dakoda's Dance Academy Management Team as above. Leave a message for the parent/guardian to say where the child will be.

### **Photos and Videos**

We sometimes take photographs of the children at the DDA and use these images as part of DDA displays and for our website, printed material and social media pages.

If we use photographs of individual pupils, we will not use the name of the child in the accompanying text or photo caption. If a child has won an award and the parent would like the name of their child to accompany their picture we will obtain permission from the parent before using the image.

Historic photographs will remain on our school website and social media feeds. We will not use the personal details or full names (which means first name and surname) of any child or adult in a photographic image or video, on our website, on our social media platforms in our DDA prospectus or in any of our other printed publications.

We may use group or class photographs or footage with very general labels, such as 'Street Dance Team' or 'Show Rehearsal'. We will only use images of pupils who are suitably dressed, to reduce the risk of such images being used inappropriately.

Should you wish your child to be excluded from having photos taken, please contact us.

### **LOCALISED LOCKDOWNS and PANDEMICS:**

If Dakoda's Dance Academy cannot deliver classes due to force majeure or government directive, we shall implement online classes via video conferencing software as a replacement. No refunds will be offered.

### **Force majeure**



An event beyond the reasonable control of DDA is a **Force Majeure Event** and shall include such events as:

- an act of God, fire, flood, drought, earthquake or other natural disaster;
- war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
- outbreak of epidemic or pandemic of disease;
- failure of utility service or transportation.

## **Single Trial Class**

Single trial classes are only available to new students and are limited to one trial per class. Trial classes attract a few that will be communicated based on the class. There is no refund if you miss a trial lesson; however, it may be possible to reschedule.

Should you wish to join Dakota's Dance Academy after your single trial class, fees for the remainder of the term will be due prior to your 2nd class. Fees are pro-rata from joining date. You will also need to pay the annual registration fee and this is charged per family. A late fee will be applied if fees are received after the 3rd class of each term.

Upon enrollment, you will receive an invoice for the term's fees. Should your child decide to discontinue lessons after the term has commenced, we kindly request that you notify us via email at your earliest convenience. Please note that this notification does not guarantee a refund of fees. Unlike certain schools, we do not mandate a term's notice for withdrawal. However, we do ask that you inform us via email before the start of the upcoming term if your child will not be attending further lessons.

## **Watching Days**

We invite parents / guardians to view their child's class(es) at the end of some terms so that you can see how your child is progressing.

Please bear in mind that our Watching Days are not performances; we invite you to watch a normal class to observe development and progress.

Parents, guardians, grandparents, siblings, friends & nanny's etc are welcome to attend but please be mindful that the children need some space in which to dance!

Consideration should be given that some children in the class may be shy or nervous about dancing in front of an audience. Due to the above two points please try to bring a maximum of 1 audience member per child to watch.

We recommend children under the age of 4 are not brought to Watching Days – which is in the best interests of the children in the classes. This includes babies as it cannot be guaranteed that they will stay asleep for the duration of the class!

Please only bring older children with you to watch the class if they are capable of sitting still for the duration without distracting the children from dancing!

You will be permitted to film the class and show it to siblings, friends and other family members who are not able/eligible to attend. Photographs may also be taken. However, these are not to be posted on social media.

## **Group Classes**

### **Annual Membership Fee**

All Group Classes are subject to an Annual Membership Fee. The applicable fee amount is communicated at time of booking.

## **Private Classes**

In addition to all the general terms at the start of this document, there are specific Terms and Conditions for Private Classes.

We (DDA) reserve the right to change teachers at any time before the class commences.

Cancellations or rescheduling of Private Classes at any time up to 48 hours before the scheduled class will incur a flat rate of £50.00 to cover studio hire. Only applicable if class is held at our studio. The full amount will be charged in full if cancelled within 48 hours prior to the class.

## **Communication**

DDA uses email to communicate and share important information, and it is your responsibility to provide an accurate phone number/email address and update staff if there are any changes.

It is the Parents responsibility to understand the nature of the activities my child will be participating in and that despite precautions, accidents and/or physical injury may occur.

The Parents are required to agree to release and hold harmless DDA including its teachers, and staff members from any cause of action, claims, or demands now and in the future.

## **Birthday Dance Parties**

At Dakoda's Dance Academy, we offer two Birthday Dance Party packages. All our relevant terms and conditions apply when you book a dance party.

### **Package One**

Responsibility for venue arrangement lies with the client for Package 1. Please be advised however that the venue would need to be suitable for a dance class.

### **Package Two**

This package offers a premium experience at our exceptional Knightsbridge or Marlborough Primary School locations.

Package 2 includes stickers, gems, tattoos, sweets/lollies (optional), nail varnish & glitter.

### **General Terms**

Any pictures/videos taken during a party may be used for promotional and advertising purposes for DDA only. If you would prefer for you/your child not to feature in these, please let us know.

There is no minimum number of people for a Dance Party booking, but there is, however, a minimum fee. DDA needs to maintain the correct child/teacher ratio so we need to be informed at least a week in advance of any changes to the number of children attending the party. If you need to accommodate more children, this will increase the original quote as we need to book extra teachers.

We aren't able to guarantee a specific member of staff will be at your event, due to other bookings and potential sickness, but will always guarantee the staff present will be of a high standard, DBS Checked and experienced.

We do not provide food, cake, or party bags but are happy to assist with set-up for your provided items.

We need to know the theme and song choice for your party at the time of booking or at least 7 days in advance of the party.

During the party, the teacher will need to have the children focused & responding to instructions, to ensure everyone has the best time possible. We request that the parents keep their voices low or ideally vacate to an alternative space, for the benefit of the children and the DDA teachers.

If younger siblings are at the party venue, the parents are responsible for their wellbeing. If these children are joining in with DDA then they are considered involved in the activities, and therefore contribute to the 'total children attending' for the quote.

Extra travel costs: parents are responsible for additional travel for DDA staff costs if the venue is not within the Tube zones (up to Zone 6).

### **Clearing and packing up**

Clearing and pack-up after the party are the responsibility of the customer. We will however clean the floors and dispose of any rubbish for Package 2.

### **Health & Safety**

If you have booked Package 2 for your Dance Party, please make sure all parents are informed in advance so they can let the host know if they would rather their child not wear any of the items included in the package. DDA will not be held liable for any reactions to glitter, nail varnish or other items given at parties.

### **Time Keeping**

It is your responsibility to arrive for the party on time as the finishing time cannot be extended due to late arrival.

If a DDA teacher is asked to stay past the originally agreed end time, there will be an extra charge per hour or part thereof.

### **Deposit & Invoicing**

A deposit of 50% is required to book your dance party. To receive a refund, you must give 28 days notice to cancel your party.

You will receive an Invoice via email on booking. To secure your booking, you must pay 50% of the costs and the remainder is due at least ONE WEEK before your Dance Party.

### **Cancellations**

- Studio hire payments are non-refundable.
- Cancellations with more than 28 days notice will incur no further charge.
- Cancellations less than 28 days will be charged at 50% of the total fee.
- Cancellations due to Covid are non-refundable.

## Liability

- Participants participate at their own risk.
- DDA takes as much care as possible to ensure a safe experience and environment for all participants in our venues . This includes ensuring all equipment; accessories and dance space are safe for practice and having the appropriate public liability insurance.
- All activities are undertaken at the participant's own risk and DDA can not be responsible for claims for injury, damage, loss or death unless caused by the negligence of DDA.
- Participants should ensure they have adequate insurance to cover any activity they undertake.
- Dance is a physical activity which can cause the internal body temperature to rise, you may get hot, please dress appropriately.
- DDA accepts no liability for loss, damage, vandalism or theft of personal property owned by customers or their children during any DDA Dance Party.
- Any malicious or intentional damage to property, DDA will not be liable and will pass any costs onto the booking party.