Terms and Conditions

Fees, deposits and refunds

- I. A fee is charged for each class enrolled in per term.
- 2. Students are expected to attend all classes, and an invoice will be raised for the whole term.
- 3. Fees will only be pro rata when a student starts after a term has begun.
- 4. An invoice for students who enrol during the year will be issued to enable payment immediately (see <u>Clause 9</u>).
- 5. Refunds will not be given for non-attendance, other than for the reason set out in Clause 17.
- 6. Refunds will not be given where a class has to be cancelled and rescheduled for the reasons set out in <u>Clause 18</u>.
- 7. Where a refund is applicable, this will be issued in the form of an account credit to be used towards future invoices, unless the student is leaving the RAD Dance School completely and will not be re-enrolling in the following term.
- 8. Fees are currently exempt from VAT.

Payment

- 9. Invoices must be settled by the payment date stated on the invoice; or prior to starting classes following confirmation after a trial/where a student has enrolled during the year. Failure to pay in line with these terms will result in the student being excluded from classes until full payment is received.
- 10. New students should pay using the invoice that will be sent to the email address provided upon full enrolment after the trial session.
- 11. Payment can be made online, by credit or debit card, in person or by bank transfer:
 - a. Online via Worldpay using the link provided on the invoice.
 - b. By telephone 020 7326 8018/8904 for credit/debit card transactions.
 - c. In person to the Finance Department, Second Floor, 36 Battersea Square, London, SWII 3RA (Monday Thursday 10.00 6.00, Friday 10.00 5.30 on Friday) for credit/debit card.
 - d. By bank transfer to:

HSBC Bank PLC

31 Holborn Circus, London, EC1N 2HR Sort Code: 40-11-58 Account Number: 90055948 Account Name: Royal Academy of Dance IBAN Number: GB48HBUK40115890055948 Swift Code: HBUKGB4194P For bank transfers please use the reference RADDS + Invoice Number e.g. - RADDS1001

- 12. The RAD no longer accepts cash, cheque or direct debit for term fees. All payments must be made with the Finance Department. The RAD will not be held responsible for payment left at reception or with teachers. All payments must be made in accordance with <u>Clause 11</u>.
- 13. If an invoice has not been paid at the start of term or upon enrolment in accordance with <u>Clause 11</u>, the student will not be admitted to any classes until it has been paid in full.
- 14. Once enrolled or attending class after a trial session, the full term's fees must be paid.
- 15. The RAD reserves the right at any time during the term to ask students to leave a class if any fees remain outstanding after the start of term.

Register, attendance and absence

- 16. A register for each class is maintained by the teacher and records student attendance for the purposes of safety and security.
- 17. If a student is absent from class for four or more consecutive weeks, a refund of 90% of the fees paid for those classes not attended will be given only on the evidence of a medical certificate. This must be provided within one month of the absence, otherwise no refund will be given. Additionally, refunds can only be given from the date on the medical certificate.
- 18. If a class is cancelled due to the sickness of the teacher, a health epidemic or any other unforeseen event, then we will try to reschedule the class. This may be on a different day and time from when originally scheduled, and might involve an extension to the term time dates. No refunds will be given in this case.

Late Payment

- 19. The payer will receive written notice if payment has not been received in accordance with these terms and conditions.
- 20. The RAD reserves the right to charge a late payment fee if an invoice remains unpaid after the first class of a new term.

Right to attend, change classes, withdrawal and termination of attendance

21. If students wish to withdraw from classes, they are required to give written notice by the termly withdrawal deadline by completing the online withdrawal form at www.rad.org.uk/forms/withdraw-from-a-class. Withdrawal deadlines are published at each half term on the RAD website, the Dance School Noticeboard and in the Dance School e-newsletter. Failure to inform the RAD of a written withdrawal will result in the refundable deposit for students enrolled before September 2009 being forfeited. Administrative fees and accumulated charges for classes prior to withdrawal notification will also accrue. The RAD will start proceedings to collect any debts that might remain unpaid for all students including interest charges in accordance with <u>Clause 19</u>.

- 22. If you withdraw your child after the published withdrawal deadline, then late withdrawal fees will apply as per <u>Clauses 23</u> and <u>24</u>.
- 23. If your child has **not** attended any classes during the term:
 - a. A standard $\pounds 25$ administration fee will be charged where the withdrawal notification is received between the withdrawal deadline and the third week of term (inclusive).
 - b. Where the withdrawal notification is received at any point after the beginning of the fourth week of term, the **full term's invoice** must be paid.
- 24. If your child attends any classes during the term, you are liable to pay for the **full term's invoice**.
- 25. Change of class requests and additional class requests are to be made online via the RAD website at https://www.rad.org.uk/learn-to-dance/our-dance-school-in-london/enrolling/apply. These requests will be reviewed by a member of the team and you will be contacted with the outcome of the decision. Students **must not** change to another class without written confirmation from the RAD Dance School office.
- 26. RAD Dance School reserves the right to discount a withdrawal or change of class request where it has been verbally given either to the Dance School office or a Dance School teacher and/or assistant and not followed up formally in writing as per <u>Clauses 21</u> and <u>25</u>.
- 27. Students who are permanently enrolled are automatically re-enrolled each term unless formal written notification of withdrawal or change of class has been made as per <u>Clauses 21</u> and <u>25</u>.
- 28. Students enrolled in more than one class of the same level and take their exam need to withdraw/change of class for the second class will not automatically be moved to appropriate level unless it is also an exam class.
- 29. Pre-Vocational classes entry into this class is **by invitation only** and the class must be taken in addition to at least one Graded class. Enrolment is guaranteed for a maximum of one year and during this time will undertake an assessment carried out by the teacher and Dance School Principal. The assessment will determine whether the student will move into Intermediate Foundation, continue in the Pre-Vocational class or continue with their Graded classes. Moving into the vocational stream will be at the sole discretion of the Dance School Principal.
- 30. Vocational classes to be eligible to join one of the following classes you will be required to present a copy of your certificate from the previous vocational grade. The RAD Dance School has the following pre-requisite qualifications/experience for vocational grades:

Intermediate Foundation:	Teacher recommendation/Pre-Vocational student
Intermediate:	Intermediate Foundation Certificate
Advanced Foundation:	Intermediate Certificate
Advanced I:	Advanced Foundation Certificate
Advanced 2:	Advanced I Certificate

Permissions (Medical & Photographic consent)

31. Medical: Parents are required to give permission (for any students under 18) for an authorised RAD First aider to give any immediate and/or necessary first aid treatment. This includes any emergency medical treatment recommended by competent authorities including emergency medical staff. Parents/Guardians are able to opt out of this during online application.

32. Photographic: Upon application parents are asked to opt in or opt out of photographic consent for their child/ward. Parents will be notified in writing when photographic sessions take place.

Discounts

- 33. Where two or more siblings attend class at the RAD Dance School, the youngest sibling will receive a 10% sibling discount on all classes in which they are enrolled. The discount will be applied at the start of the second term of enrolment for each class the youngest sibling is enrolled in, providing at least two siblings are still enrolled in the Dance School.
- 34. The discount will be reversed if payment is not received in accordance with Clause 11.
- 35. In the event the eldest sibling leaves during a term, the discount will not apply at the start of the next term if only one sibling remains.

Waiver

36. Physical contact may be necessary by members of the teaching faculty. If you have any concerns regarding this matter, please contact the Dance School Manager.

Communication and correspondence

- 37. Any communication regarding students, classes or information related to RAD Dance School can only be sent to the primary account holder.
- **38**. The primary account holder may only be changed upon receipt of written notification from the primary account holder.
- 39. RAD Dance School cannot be held responsible for any delay or non-receipt of correspondence due to server downtime, incorrect contact details provided at the time of enrolment, or any other circumstances outside its control.

Code of Conduct

40. A Code of Conduct will be issued to students and parents/guardians. Failure to observe this may result in students being asked to leave. The RAD reserves the right to refuse any student prior to or after enrolment. No refund will be given if the Code of Conduct has been invoked.

Content

41. The RAD reserves the right to alter the advertised programme and faculty without prior notice. The information in this and any other printed or electronic timetable/information pack/notice was correct at the time of publication.

Data Protection

- 42. The Royal Academy of Dance, including Royal Academy of Dance Enterprises Ltd is committed to protecting and respecting your privacy. We only use personal information if we have an appropriate reason (lawful basis) to do so and this includes sharing information outside the Royal Academy of Dance.
- **43**. We review how long we keep personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations. We hold your personal information on our systems for only as long as is necessary for the relevant activity, or as long as is set out in any relevant contract or agreement you hold with us.
- 44. Please be reassured that we will not release your information to other organisations unless in exceptional cases when we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime. In all other instances we would only share your information with another party, if you have given your explicit permission to do so.
- 45. The RAD Dance School's Privacy Notice can be downloaded from the website at: https://www.rad.org.uk/documents/dance-school-docs/DanceSchoolregistration_Full.pdf
- 46. The RAD's corporate Privacy Notice can be found on the website at: <u>https://www.rad.org.uk/privacy-notice</u>

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Changes to the terms and conditions

48. The RAD reserves the right to change these terms and conditions at any time for the benefit of the business, staff or participants.

Agreement to the terms and conditions

- 49. Customers (parents, guardians and students) are required to acknowledge their acceptance of the terms and conditions for each student enrolled by checking the relevant box during online application.
- 50. The terms and conditions must be accepted in order to enrol in classes at RAD Dance School. Applications cannot be submitted until the acceptance box has been checked (see <u>Clause 49</u>).

RAD Dance School Training Department Royal Academy of Dance 36 Battersea Square, London SWII 3RA