

### Best Photography Policy

### Best Theatre Arts Child Protection Policy Jan 2023

#### **Best Theatre Arts – Terms and Conditions (below)**

#### **1 Introduction**

- 1.1 This is where we set out the Terms and Conditions by which we agree to supply services to you and/or your child
- 1.2 When you book or buy any service from us you agree that you will be bound by these Terms and Conditions and it is your responsibility to ensure you are familiar with them beforehand
- 1.3 We have complete discretion to modify, add to or remove any part of these Terms and Conditions
- 1.4 Our current Terms and Conditions always appear on our Website and a copy is also available on request

#### **2 Definitions**

- 2.1 In these Terms and Conditions 'we', 'our', 'us', 'BTA' refer to Best Theatre Arts
- 2.2 'Website' refers to besttheatrearts.com
- 2.3 'Class' refers to any activity run by us including
  - 2.3.1 'Bestbeans' – classes for children aged 3 months to 3 years
  - 2.3.2 'Best Beginners' – term-time classes for children aged 3 years to 6 years
  - 2.3.3 'Best Musical Theatre' – term-time classes for children aged 6 years to 16 years
  - 2.3.4 'TheBYT' – term-time classes for young people in school year 7 and above
  - 2.3.5 'The Feelgood Factor' – classes for adults
  - 2.3.6 'Holiday Camps' – holiday courses for children aged 6 years to 16 years
  - 2.3.7 'Best Beginners Holiday Camps' – holiday courses for children aged 4 years to 6 years



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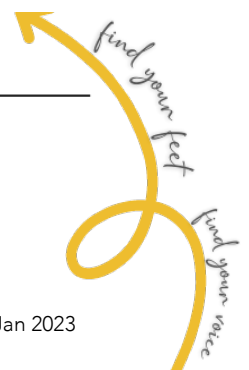
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- 2.3.8 'LAMDA classes' – term time classes usually leading to an examination with the London Academy of Music and Dramatic Art
  - 2.3.9 'Best The Company' – term time classes for young people aged 9-18
  - 2.4.0 'Best School of Acting' – term time classes for young people aged 8-18
  - 2.4.1 'Specialist Acting Camps' – holiday courses for young people in year 7+
- 2.5 'Sibling' refers to a brother, sister, half brother or half sister, step brother or step sister who is/are permanently resident at the same address as each other
- 2.6 'Information Pack' refers to any information we may send out to you on request

### 3. Trial Session

- 3.1 We will offer you or your child a Trial Session in certain of our term time classes provided that
- 3.1.1 we have a space available in the class you choose
  - 3.1.2 your child will be a suitable age for the class
  - 3.1.3 you/your child have/has not previously attended Best, which includes Best Best Beginners, Bestbeans, The Feelgood Factor, term-time or holiday classes or any other classes run by us from time to time
- 3.2 You must have booked the Trial Session with us in advance and you must have received confirmation of this from us by e-mail or letter
- 3.3 You must give us the trial fee, contact, medical and other information we require beforehand to complete our Registration Form and you must check and sign this form before the Trial Session begins
- 3.4 For the avoidance of doubt we do not offer Trial Sessions to our Camps, Best Beginner Holiday Camps or LAMDA classes
- 3.4.1 to our other classes when to do so would, in our opinion, be disruptive to a class
- 3.5 The Trial Session will consist of a two-week trial for the pro-rata price of one week

### 4. Payment



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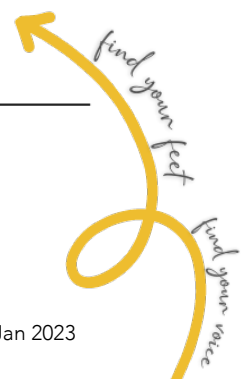
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- 4.1 Details of our fees and valid methods of payment can be found on our online booking site, Information Packs, and also on the Website
- 4.2 Following a Trial Session, you will sign up to a monthly subscription plan. The 12 week term is divided across 4 months so that payments span the year. If cancelling there will be a further months debit in order to pay up to the end of the previous term.
- 4.3 Payment for a place on any Camp, Best Beginners Holiday class is due when the booking is made

### **5. Discounts**

- 5.1 You may claim a sibling discount for a younger child who
  - 5.1.1 attends the same Bestbeans class at the same venue and day as an older sibling or
  - 5.1.2 attends Best Beginners whilst the older sibling attends any other Best class or
  - 5.1.3 attends the same Best class as an older sibling attends
- 5.2 We may, from time to time offer other limited discounts. In such circumstances you may only claim one discount against the cost of a class or course
- 5.3. You must claim the discount at the time of booking
- 5.4. We reserve the right to amend or withdraw discounts at our discretion

### **6 Renewal and Notice**

- 6.1 In the case of Best Musical Theatre, The Company, Best School of Acting, Best Beginners and The BYT classes
  - 6.1.1 Half a term's notice must be given, in writing, at or before half term, of a child's intention to leave at the end of that term, or half a term's fees are payable in lieu of notice
  - 6.1.2 There is no provision for a child to leave part way through a term
- 6.2 In the case of The Feelgood Factor and LAMDA classes
  - 6.2.1 four weeks before the end of term we will give you the opportunity to renew for the following term
  - 6.2.2 this priority booking period will be open for two weeks after which we will assume you do not wish to continue/ you do not wish your child to



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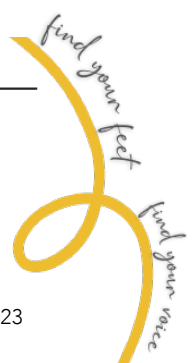
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### **7. Admittance**

Please see our 'Best Behaviour' document detailing our pupil behavior policy. All students should be aware of the protocol and processes in place in regards to their behavior during our sessions.

- 7.1 All our classes are designed to be enjoyed by every participant. We expect the highest standards of behaviour from everyone concerned. So if we consider
  - 7.1.1 the behaviour of any participant to be disruptive, violent or likely to endanger other participants or BTA partners or staff or
  - 7.1.2 your behaviour towards us or others connected to us, including other participants, parents, partners or staff is inappropriate or likely to bring us into disrepute we reserve the right to exclude you and/or your child from participation in or attendance at any of our classes
- 7.2 In the event of exclusion no refunds will be given and we reserve the right to pursue payment of any outstanding fees

### **8. Returns and Refunds**

- 8.1 Refunds will be made in the form in which the original payment was made, except cash, which will be refunded by cheque
- 8.2 We will make an administrative charge of £6.00 in respect of returned cheques and unreasonably disputed credit card payments
- 8.3 Where a payment is returned we may exclude you/your child from classes, until the returned payment is repaid and we reserve the right to pursue payment of any outstanding fees
- 8.4 No refunds will be given
  - 8.4.1 in the event of a cancellation of a class for any reason outside our control (e.g. inclement weather). Where a class is cancelled we will endeavour to run an extra class to make up the time at the earliest convenient time/opportunity convenient to us
  - 8.4.2 where you/your child misses a class
  - 8.4.3 where you/your child is excluded from classes pursuant to clause 7 above



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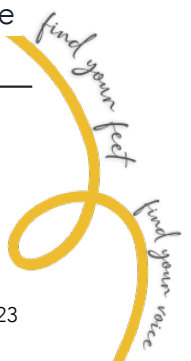
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- 8.5 All deposits are non-refundable
- 8.6 If you have booked a Holiday Camp and you wish to cancel
  - 8.6.1 if you inform us in writing more than four weeks before the start of the Academy or Holiday your payments will be refunded, minus a £50 administration charge
  - 8.6.2 if you inform us four weeks or less before the start of the Holiday Camp you will forfeit the entire amount paid
- 8.7 If you have booked an Holiday Camp and you wish to change to a different Holiday Camp then, subject to availability and the payment of any difference in fees and at our complete discretion, you may do so

## 9. Liability

- 9.1 Our classes are provided on an 'as is' basis, without warranties, conditions or representations of any kind save as may be implied by law
- 9.2 BTA is not liable for death or personal injury to any participant at any of our classes, or any activity related to us, except to the extent that such death or personal injury is caused by the negligence or default of any of our partners or staff or any other default on our part
- 9.3 BTA is not liable for loss of or damage to any personal property belonging to you or your child except to the extent that such loss or damage is caused by the negligence or default of any of our partners or staff or any other default on our part
- 9.4 Without prejudice to the other terms of this agreement, in no circumstances will BTA be liable for
  - 9.4.1 economic losses
  - 9.4.2 loss of goodwill or reputation
  - 9.4.3 any other special, indirect or consequential losses or
  - 9.4.4 loss to third parties
- 9.5 Nothing in these Terms and Conditions is intended to exclude or restrict BTA's liability for anything which is precluded by the UK legislation from being thus excluded or restricted
- 9.6 Subject as may otherwise be required by UK legislation, our total liability for any loss, costs, damages or expenses or other liability shall not exceed the fees due for the services provided



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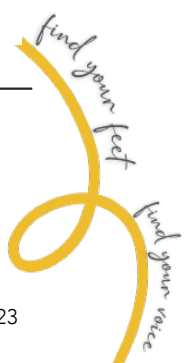
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### 10. Miscellaneous

- 10.1 It is your responsibility to provide us with full details of any medical condition or anything else that may be relevant to your/your child's participation in a class and to keep us informed if this situation should change. You must also provide us with such further details as we may require
- 10.2 We may take photographs or film, video or audio recordings of classes, performances and related activities that may be used for marketing and promotional purposes. If you do not wish to be included/ you do not wish your child to be included in these materials please let us know at the time of booking
- 10.3 These Terms and Conditions and any documents referred to herein form the entire agreement between us in connection with your booking, purchase and enjoyment of any of our services
- 10.4 A person who is not a party to these Terms and Conditions or any agreement of which these Terms and Conditions form a part shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms
- 10.5 If on any occasion we do not enforce a right or provision of these Terms and Conditions we shall not be deemed to have waived that right or provision
- 10.6 If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force and effect

### 11 GOVERNING LAW AND JURISDICTION (Governing Law and Jurisdiction)

- 11.1 This Agreement will be governed by the laws of England and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws
- 11.2 Our relationship with you is governed exclusively by English Law



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