

Starburst Theatre Academy

Terms and conditions

September 2020

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1. INTRODUCTION

- 1.1 These Terms & Conditions apply to all our Starburst Theatre Academy, Courses, Holiday Workshops/Camps, Workshops and any additional products and/or services offered by Starburst Theatre Academy and/or its group of companies in the future for any Student (collectively "Starburst Foundation")
- 1.2 For participation of a Student in a Starburst Theatre Academy, all Parents are required to consent to these Terms & Conditions by ticking the acceptance box for these Terms & Conditions when submitting the enrolment form. We may update these Terms & Conditions and if so we will inform you of the new T&C's.
- 1.3 If you are an existing Parent of children in Starburst Foundation please read these amended Terms & Conditions carefully. Unless you contact us within fourteen (14) calendar days of receipt of these new Terms & Conditions, they shall supersede and extinguish all previous agreements between us and shall govern the contractual relationship between us going forwards. Your continued enrolment of a Student in Starburst Theatre Academy shall be deemed as acceptance of these Terms & Conditions and willingness to be bound by the same.
- 1.4 Any changes to these Terms & Conditions require the written consent or approval of Starburst Foundation.
- 1.5 A "Course" refers to a course of classes offering performance in dance, drama, and singing which will be delivered during the Term. Course classes will take place per week for up to 3 hours of hours, as detailed at the time of booking.
- 1.6 "Holiday Workshop / Camp" refers to Workshops run by Starburst Academy during the breaks between Terms.
- 1.7 "Principal" refers to the principal of Starburst Theatre Academy.
- 1.8 "Term" refers to one normal academic term of Starburst Theatre Academy during which Courses are run
- 1.9 "Term Dates" refers to the dates for the relevant Term (dates displayed on the website).
- 1.10 "Workshop" refers to a one-off course offering performance in dance, drama, singing and/or other performing arts-related activities which will be delivered for a certain number of hours per day for a period of between one (1) and five (5) consecutive days and can run at any time throughout the year.

2. ENROLLING A NEW STUDENT IN STARBURST THEATRE ACADEMY

- 2.1 To apply for a place for a new Student in Starburst Theatre Academy, the Parent must agree to these Terms & Conditions and submit an enrolment form.
- 2.2 Each Student's place is allocated on a 'first come, first served' basis.
- 2.3 If Starburst Theatre Academy is unable to accept the Student due to capacity reasons, the Student may, at the Parent's discretion, be placed on a reserve list.
- 2.4 From the invoice date for the Term, you have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the Student's place on the Starburst Academy, subject to clauses 2.6 below.
- 2.5 After the Cancellation Period expires, the term fee is non-refundable and will be retained by Starburst Theatre Academy.

- 2.6 Times, current Term Dates, fees and all relevant course details for booked Starburst Academy classes will be confirmed in the acceptance email sent by return when payment is made.

3. **PAYMENTS**

- 3.1 For a Student enrolled in a ½ term of classes, the full fees are paid in 14 calendar days of invoice. This payment will secure your place in the term of classes.
- 3.2 Once enrolled, payment is automatically due for the next ½ Term of Course fees with 14 calendar days of the first class in that ½ Term, subject to any alternative payment agreements you may have with the Principal
- 3.3 Appropriate notice is required to leave the academy. If this is not given as per the listed deadline below, fees will be applied for the whole term and invoiced for payment in full within 14 Days.

Cancellation notice received by STA, no later than:

- Term 1 – 4th week
- Term 2 – 4th week
- Term 3 – 4th week

4. **COURSES**

- 4.1 Starburst Theatre Academy will offer the second child of the same family attending at the same time, a sibling discount of up to twenty-Five percent (25%) on Course fees. This sibling discount will only apply if Starburst Theatre Academy is notified of the sibling relationship at the time the term fee is paid. Only one discount may apply against the Course fee for an individual child at any one time.
- 4.2 Once enrolled on a Course, Term Dates for the next Term will be made known to Parents at the end of the current Term.
- 4.3 If a Course session falls on a bank holiday then a replacement class will also be added onto the end of the current Term timetable or the subsequent Term.
- 4.4 Unless Starburst Theatre Academy is otherwise notified in writing by you before the sixth (6th) week of the Course, a Student is automatically re-enrolled onto the Course for the following Term.
- 4.5 If you do not notify Starburst Theatre Academy before the sixth (6th) week of the term, that you do not wish a Student to be re-enrolled onto the following Term, then you will remain liable for half (1/2) of the full Term fees in respect of the next Term, regardless of attendance of the Student.

5. **COURSE TRIAL PERIODS**

- 5.1 Where a new Student is attending a Course for the first time, subject to availability, Starburst Theatre Academy allows a free taster session, so that the Student may try the first session of the Course. The taster session only applies to Courses for new Students and the taster session will be the first session they attend.
- 5.2 There is no commitment to enrol after the taster session

6. **WORKSHOPS & HOLIDAY WORKSHOPS/CAMPS**

- 6.1 All Holiday Workshop/Camp fees must be paid in full 14 days before the Holiday Workshop/Camp start date.
- 6.2 Dates and times of Workshops/Camps are released in advance on Starburst Theatre Academy social media.
- 6.3 Taster sessions and sibling discounts detailed in sections 4.1 and 5.1 above do not apply to Workshops or Holiday Workshops/Camps.
- 6.4 If you cancel a Student's place on a Holiday Workshop/Camp within fourteen (14) calendar days of the commencement of the Holiday Workshop/Camp, the Deposit will be retained by Starburst Academy.
- 6.5 If you cancel a Student's place on a Holiday Workshop/Camp within seven (7) calendar days before the commencement of the Holiday Workshop/Camp, the Deposit will be retained by Starburst Academy along with 50% of the fee paid.
- 6.6 If you fail to attend the Holiday Workshop/Camp Starburst Academy will retain the full fee.
- 6.7 The Balance for the Holiday Workshop/Camp must be paid in full, subject to any alternative agreements made with the Principal, 14 calendar days before the Holiday Workshop/Camp
- 6.8 For a Student wishing to enrol to attend the Holiday Workshop/Camp, a deposit is required of 25%.

7. **USE OF PERSONAL INFORMATION**

- 7.1 The personal data (as it is defined in the Data Protection Act 2018) of a Student and/or Parent will be processed by Starburst Theatre Academy, including any group companies and/or the Principal following its Privacy Policy, which can be found on the STA-Uk webpage, or a hard copy of the Privacy Policy can be requested.
- 7.2 Starburst unless otherwise instructed will use Theatre Academy contact details on its mailing list for future events.
- 7.4 Starburst Academy will use photographs and video footage which may contain images of your child, for promotional purposes only. This permission is given on the enrolment form. An opt-out option is allowed after discussion with the Principle.

8. **HEALTH AND INJURIES**

- 8.1 Students participate at their own risk and are obliged to inform Starburst Theatre Academy and its staff of any existing injuries or medical condition. All application forms must have any known medical conditions stated and any changes to such information must be notified to Starburst Theatre Academy immediately in writing.
- 8.2 If you are unsure whether a student should participate in any activity, please consult the Student's GP before enrolling the Student in Starburst Theatre Academy.
- 8.3 Any medication left on the Academy premises must be clearly labelled with Students medication, the dose required, frequency and name inside a clear airtight plastic container and the Student should unless Starburst Theatre Academy has agreed in writing otherwise, be able to administer it themselves.
- 8.4 Students must wear suitable footwear and Starburst Theatre Academy uniform for all Courses.

- 8.5 If a student is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided on the enrolment form. This number must always be contactable whilst the Student is attending the Starburst Theatre Academy. Parents are solely responsible for ensuring that the emergency contact details are up to date.
- 8.6 Students will be looked after in the case of injury by the Starburst Theatre Academy staff who are first aid trained. If required professional help will be called for through the emergency service. If the child is required to attend hospital then a member of the Academy staff will accompany the child and act as loco Parentis until the parent/s arrive.
- 8.7 Starburst Theatre Academy does not accept any responsibility for any injury or accident that may occur during the session unless it is due to teacher negligence

9. **PERSONAL PROPERTY**

- 9.1 Students are obliged to take care of their belongings. Starburst Theatre Academy can accept no liability for lost or damaged belongings.
- 9.2 The liability of Starburst Theatre Academy and that of its staff is restricted to class time only and then only to gross negligence.

10. **GENERAL**

- 10.1 Starburst Theatre Academy may, at its discretion, refuse a Student entry to a class if it is felt that the Student's behaviour is unacceptable
- 10.2 Starburst Theatre Academy reserves the right to make changes to the timetable and the teaching staff from the advertised programme in the event of illness or other circumstances beyond our control
- 10.3 Where a session of a Starburst Theatre Academy has to be cancelled, the Principal will give as much notice as possible. In the event of a last-minute session cancellation, you will be notified by email, text message or through a designated Starburst Theatre Academy social media site. Parents must ensure that they provide their Principal with up-to-date contact details. Should it be necessary to close the school for an act of god, national crisis, terrorist threat or circumstances outside the Theatre Academy's control, then no refund will be issued.
- 10.4 If a student is unable to attend a Starburst Theatre Academy session, due to sickness, holiday or a decision by the Parent or Student not to attend, Starburst Theatre Academy regrets that it is unable to refund any payment.
- 10.5 All Students must be collected on time after a session. Starburst Theatre Academy is unable to supervise Students after a session, this is the parent's responsibility.
- 10.6 Starburst Academy fees are reviewed annually and may be increased each year but notice will be made to all parents/students via email.
- 10.7 There may be times when teachers in the school use physical intervention in respect of good teaching (adjusting arm lines, for example). It must be understood by all parents and guardians of students that this is deemed necessary in the safe and effective teaching of dance technique. The Principal monitors the level of physical correction regularly. If a parent/guardian is unhappy with this teaching technique,

their concerns must be raised with the Principal immediately. The Principal will make a record of the concerns and will ensure that appropriate action is taken where necessary.

- 10.8 Students are expected to follow the behaviour standards listed below. Starburst teach discipline through performance which we pride ourselves on, to instil transferable life skills:
- attend lessons punctually and regularly
 - Listen and focus
 - Give and receive respect
 - Commitment
 - Dedication
 - Listening
 - Perseverance and overcoming
- 10.9 Students must wear the Starburst Theatre Academy uniform for all sessions unless otherwise instructed to do so.
- 10.10 Starburst Theatre Academy has the right to terminate a student's attendance to a class or the Theatre Academy if their behaviour is deemed to be unacceptable
- 10.11 Students found to be bullying or harassing peers will be removed from the Theatre Academy and banned for life from any Starburst Foundation activity
- 10.12 By enrolling your child at Starburst Theatre Academy and paying termly fees you accept these terms and conditions ("Terms & Conditions") and agree to them as an ongoing agreement between you and Starburst Theatre Academy ("Agreement").
- 10.13 The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled student ("Student") by a Parent and Starburst Theatre Academy ("we", "our", "us") (trading as Starburst Theatre Academy / STA) and is valid at all times whilst the Student is enrolled on any Starburst Theatre Academy sessions and until notice is given in accordance with these Terms & Conditions. Enrolling automatically accept the T&C's in full.