



## **Emma Hammond Theatre Academy General Conditions and Term Dates**

1. Lessons are invoiced in advance, for a block of lessons, during term time unless advertised as a drop in class. For drop in classes payment is required before participation in the lesson begins. Three terms of lessons are provided every year, term lengths may vary but they will start and finish within school term dates. The names and approximate dates of each term are as follows:

1.2.1 Autumn Term: September to December

1.2.2 Spring Term: January to March

1.2.3 Summer Term: April to July

1.3 Our terms are based upon the provision of 10 lessons per term where possible. If it is not possible for us to provide a lesson on the usual day due to bank holidays, inset days, or for other reasons beyond our control we shall endeavour to reschedule the lesson during the relevant term. If that is not possible we shall carry forward the lesson to the following term.

1.4 The exact start and finish dates for each term will be published on our website. A copy will be sent to you on request.

1.5 Your contract with us will commence on the date of the student's enrolment and will continue until terminated in accordance with paragraphs 3 or 13.

## 2. Supervision of Students

2.1 Students are supervised by us only whilst in their designated lesson.

## 3. Termination/Cancellation of Tuition

3.1 This agreement may be terminated by you at the end of any term by giving notice no later than six weeks prior to the end of that term or by giving notice during any term to expire at the end of the fifth week of the following term. Notice for LAMDA lessons can only be given for lessons to cease after the next Exam Session or with a full terms notice otherwise a full terms fees will be charged on top of any lessons remaining of the current term.

3.2 Notice of termination must be given directly to Emma Hammond by email or in writing within the required time frame or full fees will be charged.

## 4. Fees

4.1 Our charges for dance lessons are in accordance with our standard fees as set out on our website [www.ehta.co.uk](http://www.ehta.co.uk) and on our latest promotional materials. Private lesson fees may vary according to the lesson genre and length— prices upon request. Discounts may be offered on an individual basis and are subject to change.

## 5. Payment Dates

5.1 Payments can be made: 5.1.1 By direct bank transfer to our account (details on invoices)

5.1.2 In cash – cash payments can only be accepted by prior arrangement. Payments must be made in person and on receipt of the payment we will provide a receipt. We accept no responsibility for cash payments made any other way. Never send cash through the post.

5.2 Payment must not be made to teachers other than Emma Hammond or to any other individuals associated with Emma Hammond Theatre Academy without prior arrangement in writing.

5.3 In exceptional circumstances, we may agree to fee payments by instalments. Please contact us to discuss this possibility if you are experiencing difficulties.

## 6. Receipt of payment

6.1 Payment is complete when cleared funds are received by one of the payment methods detailed above

## 7. Late payment fee

7.1 If payment is not forthcoming, a 'Late Payment Fee' applies automatically after the expiration of 14 days after the date when payment became due in accordance with paragraph 6.

7.2 The 'Late Payment Fee' levied in accordance with paragraph 8.1 will be £25. This fee is applied as a fair representation of the extra administrative costs incurred by us due to the late payment of lesson fees.

## 8. Failure to pay

8.1 Without prejudice to any other right or remedy that it may have, if you fail to pay us on the due date, we may suspend provision of lessons until payment has been made in full.

## 9. Missed lessons

9.1 We do not credit lessons missed by students.

9.2 We do not credit lessons for school closures where we are not notified at least one month in advance.

9.3 School Events: We do not credit lessons missed due to school events unless we are notified at least one month in advance

9.3. We do not credit lesson missed due to circumstances outside of our control including, but not limited to war or hostilities, riot or civil commotion; epidemic, earthquake, flood or other natural disaster.

9.4 If lessons are cancelled due to ill health, transport difficulties or any other reason beyond reasonable control by the teacher and we are unable to provide cover, we will then endeavour to make up the missed lesson or credit will be offered against the following terms invoice.

9.5 If the student is to suffer a prolonged absence due to illness or other personal circumstances please call us to discuss this and alternative arrangements may be possible.

## 10 Rescheduled Lessons 1

10.1 From time to time we may need to reschedule lessons, either temporarily or permanently due to bank holidays, inset days or for other reasons beyond our control.

10.2 Whilst we endeavour to minimise the inconvenience of rescheduling lessons we reserve the right to make changes to lesson schedules as they become necessary due to circumstances beyond our control.

10.3 Lesson schedule details are published at the start of each term on the invoice/ statement posted to you and you will be charged for the number of lessons given in any term save for those not provided for reasons set out in paragraphs 10.1 to 10.2.

10.4 We may inform you of any change to the schedule printed on the invoice/ statement by:

10.4.1 Writing to the main contact address held on our records or

10.4.2 Telephoning the main contact number held on our records or

10.4.3 Sending an email to the mail address held on our records

10.5 We reserve the right to change the teaching staff without notice.

## 11 Refusal of Tuition

11.1 We reserve the right to refuse to provide tuition to any student either temporarily or permanently, at our reasonable discretion.

11.2 Reasons for us choosing to exercise this right may include, but are not limited to:

11.2.1 late, or non-payment of fees;

11.2.2 student behaviour (or other incident) that has a detrimental effect on the lessons of other students;

11.2.3 any form of abusive or threatening language or comments made to our about a member of our staff.

11.3 Our exercising this right does not entitle the student/parent to any credit/refund of lesson fees.

## 12 Queries and Disputes

12.1 Any outstanding balance must be paid on time even if you have a query or dispute regarding our service or the invoice.

12.2 We will use all reasonable haste to resolve any queries or disputes regarding our service.

12.3 Please call us to let us know of your query/dispute within 24 hours of it arising;

12.4 Written notification must also be made within 7 days of the dispute or query arising.

12.5 If you have not cancelled lessons as laid out in paragraph 3 then our fees as shown on the invoice apply.

## 13 Basis of Contract

13.1 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. Any brochure or advertising by us, and any descriptions or illustrations contained in our brochures, are issued, or published for the sole

purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or any other contract between us for the supply of our services which we provide

#### 14 Changes to Lesson Prices and to these Terms and Conditions

14.1 We reserve the right to change the price of lessons to reflect any change in the price charged to us for use of the venue at which lessons are held.

14.1.1 Details of any such changes are published in advance, and we will endeavour to give as much notice thereof as possible.

14.1.2 We will notify you of any such changes in writing in advance of them taking effect. 14.2 If you are unhappy with either the terms and conditions or revised prices, you may terminate your relationship with us in accordance with paragraph 3.

#### 15 Transfer of Classes

15.1 We are unable to transfer fees from one class to another unless the child has taken an exam and moves up to the next grade during the term or the teacher agrees that they are able to progress to the next grade without taking an examination.

15.2 We cannot allow fees to be transferred between classes for any other reason. 15.3 We cannot allow fees to be transferred between siblings/friends.

#### 16 Examinations

16.1 Participation in a class does not mean it is the right of the student to be entered for exams. Students will only be entered for exams as and when they are ready. This decision is made based on the experience and discretion of the class teacher and is non-negotiable.

## **Principal Information and contact details:**

### **Emma Hammond**

**07957511084**

**[emma@eha.co.uk](mailto:emma@eha.co.uk)**