

ELEVATIONS

Dance Academy Leeds



TERMS AND CONDITIONS

Reviewed by- HAYLEY BYRNE | PRINCIPAL OF ELEVATIONS ACADEMY LEEDS

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1. Who we are and how to contact us

- I. Elevations Academy Leeds and Defying Gravity Gymnastics Club (often referred to as “we”) is a dance and gymnastics school operating from numerous venues across North Leeds. We aim for students to experience dance and gymnastics in a fun, friendly, positive and safe environment.
- II. Our teachers/coaches are members of the Royal Academy of Dance, the International Dance Teachers Association, the Imperial Society of Teachers and Dancers and British Gymnastics. These associations offer our teachers professional teaching membership (as well as providing a progressive examination route for students). You can be assured of a high-quality class, delivered by a registered professional.
- III. If you have any queries or wish to contact us you can do so using the following contact details. E-mail: info@elevationsleeds.co.uk

2. The booking process and your contract with us

- I. All classes are pre-booked online. By completing and submitting a registration form (and attending our classes) you are accepting our terms and conditions.
- II. Students can join anytime of the year providing a space is available. Students who join mid-term are not financially disadvantaged. A pro-rated amount would be offered.
- III. Please note, if the person who makes the booking is not the person who will be accompanying and taking care/control of the child attending a class at Elevations Academy Leeds; then you are responsible that the carer has read and complies with these terms and conditions.
- IV. In very rare circumstances, should our booking system malfunction and overbook; your booking may be cancelled and any monies paid would be thus refunded. We reserve the right to refuse your booking.

3. Booking Terms, Fees and Invoices

3.1 PRE-SCHOOL CLASSES FOR PARENT & CHILD

3.2 DANCE CLASSES FOR CHILDREN

3.3 ADULT DANCE COURSES CLUB

3.4 DEFYING GRAVITY GYMNASTICS CLUB

3.1 Pre-School Classes for Parent & Child 'Ballet & Boogie'

- I. A trial class for parent and child sessions can be booked online. When you book, we automatically allocate you a place (date wise) for the next available session. We cannot reserve places for start dates in the future, unless you wish to pay for the weeks leading up to your start as places are limited.
- II. If you do not turn up to your booked trial, you *may* forfeit your payment. If your little one is unwell, and we have space for the following week- we will be happy to move your date without further charge (at the discretion of the Principal). If the class is full with a waiting list – this will not be possible, and you will forfeit your payment and place.
- III. After the trial, please let us know if you would like the place. If yes, you'll get an invoice for the remaining classes in the invoicing period. You can start at any point. We have 3 invoicing periods per year which fall in line with school terms. September, January and Easter. Once 'in', you'll get priority booking for subsequent term periods.
- IV. Our programme (songs and syllabus) changes each half term. We have 6 programmes to cover the full academic year- so you can keep coming back for more as the year is progressive with new songs and steps.
- V. Ballet and Boogie parent and child classes are exempt from the Elevations Annual Booking Fee.
- VI. Please be aware, once you have paid your invoice- missed classes throughout the period are non-refundable. If you decide to leave mid-term, remaining classes will also be non-refundable.
- VII. In the event of *forced* closure (i.e. something out of our control such as war, health epidemic, severe weather such as snow) we will endeavour to provide a make-up class, but this is not always possible therefore your class may be forfeited. Of course, if a class is cancelled by us because of unfortunate circumstances like instructor illness, an extension of the term dates and/or a refund would be issued.
- VIII. Photography and Media: we do not mind you taking photos in class of your own child. Please try to keep other children out of shot. From time to time, we may take class images to share on our page. If you wish to opt out of photography, and/or have a problem with others taking pictures in class, please could you email info@elevationsleeds.co.uk so that we can update your media preferences and/or ensure that images in class are strictly limited to ones' own child.

3.2 Children's Dance Classes

New Members:

- I. New members can use the online booking form to join a class. Whilst we accept newcomers all year round, there are certain times of the year when our online booking will be closed (i.e. showtime when students have been rehearsing a piece thus unfair to welcome newcomers). In such cases, please get in touch and we'll advise you when the next suitable entry point is.
- II. A non-refundable booking fee is due when registering, as well as the initial class fee to establish suitability.
- III. If the initial class is a success, you would then be invoiced for the latter of term (or prorated if joining mid-term). If the session was unsuitable, please let us know via email info@elevationsleeds.co.uk. We always acknowledge emails, therefore if you don't receive a reply within 2 working days- assume we have not received.

Existing Members returning for a new academic year:

- I. Existing members are advised to 'register your interest for classes' during the 'priority' phase. Please note, places are released to the general public after 'priority' phase, and you may forfeit your place.
- II. Priority will be given to those already attending the session (subject/day) this academic year but we will endeavour to meet the demands of those wishing to swap days and classes.
- III. Once priority period is over, we will be in touch confirming if you have been successful with your class selection, and at this point we will invite you to submit a new registration form (updating your contact details) and membership fees will then be due. Failure to secure the booking with the membership fee, you may forfeit your place.
- IV. Towards the back end of the summer holiday, invoices for classes will be sent out and you can make payment for classes during (or before) the first week of term.

Membership Types:

- I. **Standard Membership-** non-refundable registration fee £6.00
- II. **T-Shirt Membership-** includes registration fee and t-shirt to wear for class £12.00
 - a. T-shirts are available in sizes 3-4, 5-6, 7-8, 9-11, 12-13, Small Adult, Medium Adult, Large Adult, XL Adult. T-shirts are black in colour with a white logo on the front chest.

Payments and Invoices

- I. Dance classes are payable via school term. There are three terms in an academic year, usually around 12 weeks in length. You will receive an invoice for classes from our member software over the holiday periods noted below. If you do not receive an invoice, please let us know immediately so it can be resent. It is your responsibility to inform us.
- II. Ideally, fees must be settled (in full) by the end of the first week of term. If fees remain unpaid by the second week of term, you will be subject to a late payment charge of £5.
- III. Students with overdue accounts by the third week of term will be refused entry.

Term	Dates	Fees due	When will I receive an invoice?
Term 1	Mon 4 Sep- Sat 21 Oct Mon 6 Nov- Sat 15 Dec	First week of term.	Invoices sent out over Summer Holidays.
Term 2	Mon 8 Jan- Sat 10 Feb Mon 19 Feb- Thur 28 Mar Closed (Good Friday)- Fri 29 Mar Closed (Easter Saturday)- Sat 30 Mar		Invoices sent out Christmas Holidays.
Term 3	Mon 15 Apr- Sat 25 May Mon 3 Jun- Sat 13 Jul Closed (Polling Station)- Thur 2 May Closed (Bank Holiday)- Mon 6 May		Invoices sent out over Easter Holidays.

- I. You are granted a place for the full academic year (September-July) until your terminate.
- II. Terminations must be made before our last day of term. If you do not notify us via email, you may be liable for fees for the following period as you are essentially 'holding up a place' that could be taken by another student. All termination emails are responded to within 2 working days, therefore if you do not get a reply, assume we haven't received and follow up before the holiday period to ensure you don't incur any further charges.
- III. Should you need to make a payment arrangement (i.e. allow payment in 2 half termly instalments), this will be at the discretion of the Principal. Please email info@elevationsleeds.co.uk to enquire.
- IV. If you cancel classes before you are due to begin, you will forfeit your class fee.
- V. Whilst we are happy to amend class choices, if you amend your class with less than 48 hours notice, the original class payment will be retained, and you would be required to pay for your new class selection.
- VI. Missed classes due to ill health, parties, vacation and such like are non-refundable. Long term illness is dealt with compassion by the Principal.
- VII. Broken limbs: if the class is full and you wish to retain the space, 100% payable. If the class is not full, and you wish to hold the place, a 50% retaining fee will be charged.
- VIII. Should the child be removed from the lesson programme due to unacceptable behaviour; a refund will not be given. See behaviour policy.

- IX. In the event of *forced* closure (i.e. something out of our control such as war, health epidemic, severe weather such as snow) we will endeavour to provide a make-up class/online class, but this is not always possible therefore your class may be forfeited for these factors. Of course, if a class is cancelled by us because of unfortunate circumstances like instructor illness, an extension of the term dates and/or a refund would be issued.
- X. We try to ensure that the prices advised to you are correct but it is always possible that, despite our efforts, our prices may be incorrect. If this is the case then you will either be refunded the difference if the correct price is less than what you have paid or if the correct price is higher, we will contact you for your instructions before we accept your booking.
- XI. The Academy holds an annual show. During that weekend, the operation of Friday- Sunday classes might be affected, and no financial adjustments are made.
- XII. Our prices are reviewed termly.

3.2 Adult Dance Courses

- I. Dance courses are provided throughout the year on a book-per-course basis. By booking a class, you are deeming yourself fit and healthy to partake.
- II. Dates and fees are noted at the time of booking. The full payment for the course is required via debit/credit card/PayPal. We no longer accept BACS payments.
- III. If we have to cancel a course due to a lack of participants, a full refund will be issued.
- IV. There is a two week 'grace period'; whereby if you find the class unsuitable; we are most happy to refund you for the latter of term. The two week grace period ends the day after your second class, thus failure to notify would result in a loss of your course fee. You can notify us via email info@elevationsleeds.co.uk. We would respond within 48 hours Mon- Fri; thus if you do NOT get a response to confirm your cancellation, you should follow up the communication immediately and assume we have not received. If there is a delay in contact, you may be subject to pay for the subsequent weeks.
- V. If you have booked a course, and decide to cancel it before it commences; a £10 fee is charged to cover administration costs and transaction fees. This is deducted from the refund due. Missed classes due to illness, holidays, parties (etc) are non-refundable.
- VI. If after the 'two week grace period' you decide leave the course; the course fee would be non-refundable.
- VII. If you fail to attend 3 consecutive classes without notice, we will assume you have left the Academy and will release your place.
- VIII. We do not tolerate aggressive or threatening behaviour. We reserve the right to remove you from the programme. No refunds will be given.
- IX. In the event of *forced* closure (i.e. something out of our control such as war, health epidemic, severe weather such as snow) we will endeavour to provide a make-up class/online class, but this is not always possible therefore your class may be forfeited for these factors. Of course, if a class is cancelled by us because of unfortunate circumstances like instructor illness, an extension of the term dates and/or a refund would be issued.
- X. We try to ensure that the prices advised to you are correct but it is always possible that, despite our efforts, our prices may be incorrect. If this is the case then you will either be refunded the difference if the correct price is less than what you have paid or if the correct price is higher, we will contact you for your instructions before we accept your booking.
- XI. Our prices are reviewed per course.

3.3 Defying Gravity Gymnastics Club

- I. Gymnastics classes are provided termly (3 terms per academic year). II. Dates and fees are noted at the time of booking. The full payment for the course is required via debit/credit card/PayPal. We no longer accept BACS payments.
- II. Existing students have priority booking for the subsequent term, therefore your place is guaranteed for the full academic year unless you fail to meet the deadline for re-enrolment and payment, of which your place would be offered to a new student.
- III. There is a two week 'grace period'; whereby if your child finds the class unsuitable; we are most happy to refund you for the latter of term. The two week grace period ends the day after your second class, thus failure to notify would result in a loss of your term fee. You can notify us via email info@elevationsleeds.co.uk. We would respond within 48 hours Mon-Fri; thus if you do NOT get a response to confirm your cancellation, you should follow up the communication immediately and assume we have not received. If there is a delay in contact, you may be subject to pay for the subsequent weeks ahead.
- IV. If you have booked a course, and decide to cancel it before the start of term a £12 fee is charged to cover administration costs and transaction fees. This is deducted from the refund due.
- V. Missed classes due to illness, holidays, parties (etc) are non-refundable.
- VI. If after the 'two week grace period' your child decides to leave; the term fee would be non-refundable.
- VII. If your child fails to attend 3 consecutive classes without notice, we will assume you have left the Academy and will release your place.
- VIII. Should the child be removed from the lesson programme due to unacceptable behaviour; no refund will be given.
- IX. In the event of *forced* closure (i.e. something out of our control such as war, health epidemic, severe weather such as snow) we will endeavour to provide a make-up class/online class, but this is not always possible therefore your class may be forfeited for these factors. Of course, if a class is cancelled by us because of unfortunate circumstances like instructor illness, an extension of the term dates and/or a refund would be issued.
- X. We try to ensure that the prices advised to you are correct but it is always possible that, despite our efforts, our prices may be incorrect. If this is the case then you will either be refunded the difference if the correct price is less than what you have paid or if the correct price is higher, we will contact you for your instructions before we accept your booking.
- XI. Our prices are reviewed termly.

4. Our right to make changes

- I. We may sometimes have to make changes to these terms and conditions (or your booking) to reflect changes in relevant laws and regulatory requirements, these changes should not affect your enjoyment or experience. You would always be notified of a change of terms, and by attending the classes we assume you agree to the terms.
- II. At times, we may have to make changes to class teachers, class times and classes with little notice. We would always endeavour to provide as much notice as could, but clearly sometimes situations arise which are out of our control.

- III. Low numbers (class bookings) may result in the withdrawal of that session. Anyone booked onto a class with low numbers will be a) offered an alternative or b) fully refunded.

5 Your right to request changes

- I. If you wish to make a change to the time, date or venue of the booked class, please contact us and we will tell you if the change is possible and any changes to the price or anything else which would be necessary as a result. You will then be asked to confirm if you wish to go ahead with the change. If the requested change cannot be made or the consequences of making the change are unacceptable to you, you may want to end the contract and paragraph 6 (cancellation – if applicable) or paragraph 7 (termination) will apply.

6 Your right to cancel, termination of classes and changes to your booking

6.1 Ballet & Boogie Pre-School and Childrens Dance Classes

- I. The membership/booking fee is non-refundable (Ballet & Boogie exempt from this charge).
- II. After your initial session, we expect you to communicate with us to tell us whether if a) you would like to cancel or b) you want to continue. The invoice must then be paid at/or by the second class. We operate a strict 'no payment-no place policy' to avoid the accumulation of student debt on account. If your class was unsuitable, please let us know within 48 hours of taking the class so that we can release your place.
- III. If you have paid your fees and committed to the term period, and your child decides to stop classes, you will forfeit the latter of your term fees.
- IV. If you need to make any changes to your booking i.e. class selection- and we have space in the class you wish to attend, we will happily arrange this for you. If the class is of a higher value you would need to pay the difference.

6.2 Defying Gravity Gymnastics Club

- I. If you have booked a term of Gymnastics classes, and decide to cancel it before the first lesson commences; a £12 fee is charged to cover administration costs and transaction fees. This is deducted from the refund due.
- II. There is a two week 'grace period'; whereby if your child finds the class unsuitable; we are most happy to refund you for the latter of term. The two week grace period ends the day after your second class, thus failure to notify would result in a loss of your term fee. You can notify us via email info@elevationsleeds.co.uk. We would respond within 48 hours Mon-Fri; thus if you do NOT get a response to confirm your cancellation, you should follow up the communication immediately and assume we have not received. If there is a delay in contact, you may be subject to pay for the subsequent weeks ahead
- III. If after the 'two week grace period' your child decides to leave; you will forfeit the latter of your term fees.

6.3 Adult Dance Class

If you have booked a course, and decide to cancel it before it commences; a £12 fee is charged to cover administration costs and transaction fees. This is deducted from the refund due.

If you want to cancel a course during the grace period, a full refund for the latter of the course period would be given. You can notify us via email info@elevationsleeds.co.uk. We would respond within 48 hours Mon-Fri; thus if you do NOT get a response to confirm your cancellation, you should follow up the communication immediately and assume we have not received. If there is a delay in contact, you may be subject to pay for the subsequent weeks ahead.

You will forfeit the course fee if you decide to cancel after the grace period.

If you need to make any changes to your booking i.e. change the name of the participant and/or class selection, providing the class is of the same value we will happily amend this for you if there is space and we are able to do so. If the value is higher, you will be required to pay the extra costs.

7. Refunds

- I. Any refunds due to you will be made as soon as possible. If you are entitled to a refund of any kind it will be processed no later than 14 days after such refund was agreed, less any charges as per outlined from section 6- dance, gymnastics and adult classes.

8. Our right to terminate

- I. We may end the contract with you at any time on notice to you if you breach these terms and conditions and have failed to cure that breach within 7 days of our notice requiring you to do so.

9. Complimentary class

- I. We do not offer complimentary classes.
- II. There are grace periods available for both Gymnastics and Adult Courses to end your booking if unsuitable. For children's' dance classes (including Ballet & Boogie); new members: the initial classes are payable online to determine suitability. Existing members: will simply be invoiced. An invoice will be issued for the termly class of your choice, plus any other trials your child has attended.

10. Academy Updates | Finding out Information

- I. It is the Parent's responsibility to find out what is happening in the Academy. We also have a Facebook page for updates; search 'Elevations Academy Leeds Members Page' and request access. We send out emails as and when relevant per notifying you of important/events throughout that particular term. We no longer send out paper letters. If you don't receive our emails please let us know.
- II. You have a right to inform us that you do not wish to receive such information, but as a result: our professional relationship must end as we are not able to effectively communicate with you about your child and their lessons with us.

11. Attending Classes

- I. If you have an infectious disease you must not attend class.
- II. Venues: We hire community venues, all clientele must take note of rules and regulations of our third parties displayed in and around site. Any rules that we feel the need our clients

should know about would be published at the time of your booking depending upon which venue your class takes place within.

- III. Punctuality: It is essential that students arrive in good time for their lesson. At present, due to COVID-19 we will be lining up externally before heading into our halls. If students are late for class- they will have missed the opportunity to safely enter the building with their teacher and/or the warm up section of the class. The child may be able to enter the building alone, but this will have to be unaccompanied and parents are prohibited on site at this time in line with our COVID-19 procedure. See Covid Procedures and Guidelines.
- IV. Attendance: Regular attendance is extremely important. If students do not attend on a regular basis then the development of the class and the individual student will be affected. Exam students' attendance will be monitored as they prepare for their examinations. Students who fail to attend classes (and any additional lessons there for the purpose of exam coaching) will be withdrawn from examinations.
- V. We regret that it is not possible to make up missed classes by attending another class for which you are not registered, unless agreed and arranged by the Principal.
- VI. We complete an annual show, and regular exams. Exams are entered with a fee payable by parents/guardians. Entry for exams is at the discretion of the teacher who will assess whether you meet the requirements of the syllabus in order to have a good chance of passing.

12. Behaviour and Discipline

- I. Students are expected to behave in an orderly, civilised and well-mannered way. Students must show respect to their teachers when attending the Academy. Students should also show respect to other students in their class. Failure to comply with this may result in withdrawal. Please refer to our behavioural policy for further information.

13. Uniform & Personal Hygiene.

- I. Students must wear the correct uniform once settled into the Academy. Those dressed in uniform are able to work correctly and safely in class. It also present a neat and elegant appearance. We ask that all students make a concerted effort to come to class wearing a bun for ballet or simply tied back for any other class.
- II. Older students must wear deodorant, and consider their personal hygiene.

14. Drop Off/Collection

- I. Parents/guardians are asked to drop off students directly before the start of their class via external doors. Students must be supervised by their parent/guardian until the teacher guides the class inside. We accept no responsibility before or after class. Parents can leave site, and will be contacted by their 1st mobile contact should a situation arise.
- II. You must inform the Academy if an unfamiliar face is collecting your child. We may opt a password collection to hand over the student. A password can be given at the time of notifying us, so we can verify the person who is collecting the child. If your child is allowed to walk home by themselves- please indicate this on your enrolment form- we will release your child. Refer to our collection policy for further information.
- III. Late collection will result in a penalty charge of £5 per 5 minutes.

15. Site Rules

- I. There's no where to wait on site for parents. You can however wait outside. Students can use the toilets to get changed for teatime/evening classes, but Saturday morning sessions- students must arrive changed and ready to dance.
- II. Students and parents must adhere to any specific site rules on display.
- III. Toilets are strictly for student use only.

16. Personal Property/Personal Injury

- I. Students should not bring valuable items into the school. The Academy regrets that we cannot be held responsible for missing items or the damage of items/personal belongings. We suggest that you label all dance and gym attire.
- II. Elevations are unable to accept liability for physical injury whilst on Elevations premises. Elevations advises people to use our private studio and community venues with care and respect- no liability will be taken for accidents on Elevations site or our community venues (car parking areas/toilets/studios/outside areas). You use the sites entirely at your own risk.
- III. It must be remembered dance and gym are sports- and sometimes injuries can happen in class. Elevations take out every practice in order to ensure members are dancing and practising in a safe and controlled environment. In the unlikely event the child over- strains or gets any minor injuries throughout a lesson at Elevations – you will be notified. The most common injuries are usually a result of silliness/ lack of concentration. The Academy has an accident book to record such incidents of students which have occurred in the studio.

17. Data Protection and Member Information

- I. Staff members are not at liberty to enter into conversation with or disclose any information to parents relating to other students. Student's information is confidential, appropriately stored and retained by the Academy in compliance to GDPR laws (General Data Protection Rights). Please refer to our privacy policy for further information.
- II. You must ensure your emergency contacts and member details are up to date. If your personal details change, you must inform us without delay.

18. Visual and Social Media

- I. We agree that you are able to take photos of your child at open classes (etc) and understand other parents and staff may be doing the same. We will put an immediate stop to this if we receive written confirmation from yourself otherwise.
- II. The Academy may take practise videos, class photos, achievement photos and such like for the upload onto newsletters, website, help with exam coaching and such forth...again you agree to this unless we receive written confirmation otherwise.
- III. IV. We ask that all parents, guardians and students ensure that they use social media and the internet in a safe and positive way. This includes the way in which the Academy is represented when posting, commenting and blogging online. Please report any concerns regarding this subject to the Principal.

19. Studio Etiquette

- I. Muddy shoes are not permitted. You may be asked to remove your shoes at the door.

- II. Eating is not permitted. A bottle of water with a tight lid is acceptable. Students should drink plenty of water and ensure they keep their energy levels up by eating a healthy snack before class.
- III. Staff members must be address by 'Miss... followed by first name' in keeping with tradition for all members up to Junior Academy. Those studying at high school or college may address staff by first name.
- IV. We do not allow spectators in sessions. Parents/guardians are asked to refrain from looking through windows of the hall when classes are taking place.
- V. Students should wear shoes that are appropriate, please seek the uniform list. High tops are strictly prohibited.
- VII. It is important that students always keep themselves warm between classes in order to protect against injury.
- I. If a student hurt themselves in class or feel unwell at any point, they should tell their teacher or member of staff immediately. We ask parents to encourage this communication.
- II. Mobile phones of youths are allowed on site, but should not be used throughout lesson.
- III. Anyone disobeying will be asked to leave the class. We cannot take responsibility for loss of mobile phones. It is strictly prohibited for students to take photos/media clips of other students.
- VIII. No smoking or e-cigarettes are permitted anywhere on the premises.
- IX. No games are permitted in or around our community venues. Ball games, scooters, skate boards and roller skates are strictly prohibited. As soon as your lesson has finished, please go home.
- X. Parents/guardians are asked to drive with due care when dropping off and collecting their children from classes.

Teaching Methods/Professionalism/First Aid

- I. Our teaching methods at times can be 'hands on' due to the nature of the sport/art. Any touch made by a member of staff is always professional i.e. supporting, correcting a line. The intent of the touch is always made perfectly clear to the student and permission is always granted.
- II. Please ensure medical conditions are brought to our attention on the registration form. You can also discuss any medical needs with your childs teacher.
- III. We operate in accordance with our Child Protection Policy. See Child Protection Policy.
- IV. By taking part in Elevations classes, incidents/illness and such like will be suitably treated by our teachers and logged. You would be notified, and we will not hesitate to contact the emergency services if appropriate.

These terms and conditions shall be governed by and construed in accordance with English law and the courts of England shall have non-exclusive jurisdiction.

By paying and attending classes you are agreeing to the terms outlined.