

## **Tappy Toes Terms and Conditions**

Please read these terms and conditions carefully. Upon enrolling into classes at Tappy Toes a legally binding agreement is formed and you and your child's attendance at our classes will be strictly subject to full cooperation with these terms.

Please note that if any parent or student is in material or persistent breach of any of these terms and conditions, we reserve the right immediately to terminate the contract with you and/or exclude your child from attending further classes until such time that the matter can be resolved or the agreement is terminated, without further liability to you.

### **Class Booking, Fees and Payment**

1. Classes must be booked and paid for by you on a termly basis in advance. If joining part way through a term, you will be charged pro-rata according to the number of sessions remaining in the term. Once booked, classes are non-refundable.
2. Trial class bookings are non-refundable and non-transferable and are limited to one trial booking per child. Trial classes must be taken consecutive weeks from the first available class after the date of the booking (We cannot postpone start dates). Refunds or make up classes will not be offered for missed classes.
3. All fees remain payable whether or not your child attends the classes. There are no reductions or refunds for missed classes under any circumstances (including injury, sickness or holidays). A refund will not be provided if classes have to be cancelled due to an event beyond our reasonable control, including but not limited to: fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God,



pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat or incident.

4. Please note that all "Class Fees" and "Additional Fees" (as defined below) are subject to change at any time on a term by term basis. Up to date fees will be published on the Tappy Toes website at [tappytoes.com](http://tappytoes.com) or are available on request.

5. "Fees" per regular class are as follows:  
£7.75

6. In addition to class fees, the following additional fees ("Additional Fees") shall also be payable by you to the extent applicable:  
One-off registration fee upon enrolment: £10

7. Discounts are not generally available except in accordance with the following:

10% sibling or twin discount

8. All fees must be paid in full on or before the start date of the term and before classes can commence. In the event that full payment has not been received you or your child shall not be permitted to attend classes. ALL FEES must be received before classes can commence.

9. Our preferred method of payment is credit card, direct debit or electronic payment via BACS. No other method of payment shall be acceptable. Tappy Toes will not accept any liability for cash given to teachers or any other persons not authorized to receive money. All payments must be made as stated in this clause.

Cancellation and Amendment



10. You have the right to cancel this contract within 14 days. Should you wish to cancel you must inform us of this decision to the following email address [stalbands@tappytoes.com](mailto:stalbands@tappytoes.com)

11. Where you have asked us to do so, we may start classes within the 14 days cancellation period. If you agreed for us to start within that time you lose your right to cancel and will be required to pay the full price under these terms and conditions even if the cancellation period has not expired - for instance this may happen, for the avoidance of any doubt, where you have enrolled your child within 14 days of the term start date.

12. This does not affect your statutory rights, but once the term has started, if you decide to withdraw at any time, for any reason you will still remain liable for the full cost of the term and no refund will be provided

13. Requests for changes to class schedules or levels may be made but remain entirely at our discretion and no change can be guaranteed.

14. Where we envisage a change to schedule or the relevant stage/level for your child we will discuss this with you in advance. Tappy Toes reserves the right to alter the advertised timetable or faculty without prior notice.

## Students

15. Students must follow all school rules and instructions and a failure to do so will result in a breach of these terms and conditions.

16. Disruptive, disrespectful or antisocial behaviour in, on or around the premises will not be tolerated (whether before, during or after classes) and we reserve the right to exclude that student/ parent on a temporary or permanent basis in our sole discretion and no refund will be applicable.



17. Students and parents/guardians should notify us in advance of any absences to the following email address [stalbans@tappytoes.com](mailto:stalbans@tappytoes.com)

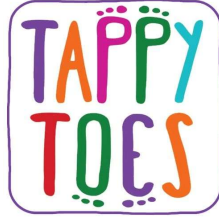
18. We encourage students to wear their Tappy Toes t-shirt for classes. This helps to create familiarity for the children and give a sense of community to our classes. Unrestrictive clothing such as leggings or tracksuit bottoms are recommended for the children, for free movement during the class. Tutus are always welcome!

19. You understand and agree that dance teachers may use tactile feedback and instruction with students to support verbal feedback and instruction where appropriate.

20. A basic first aid kit is kept on the premises and staff members at Tappy Toes may administer basic first aid on students if necessary whilst a student is at the class. However, to the fullest extent permitted by law, and otherwise as set out in these terms, dance teachers and the School shall not be responsible for any injuries or accidents that occur and which are outside of our reasonable control.

21. By agreeing to these terms you hereby consent to us recording for video purposes your child where appropriate and understand that this may sometimes be undertaken by third parties on our behalf (subject to prior vetting) (or by third party photographers) and further note that this may sometimes include audience members during an open class, online class or other event.

22. By agreeing to these terms you hereby consent to us taking photographs of your child where appropriate to record or photograph students for educational and/or marketing purposes which may include usage on social media. Children's names will never be used during any promotion. You can withdraw consent at any time and at your discretion by emailing [stalbans@tappytoes.com](mailto:stalbans@tappytoes.com).



23. Further, where photographs or footage has been taken, you further consent to the sale of the content to other members of the School.

Parents and guardians (all references to “parent(s)” include guardians)

24. It is the parents’ responsibility to ensure and be satisfied that their child is fit and healthy to attend classes.

25. Parents should ensure that children are punctual for classes.

26. Parents will be expected to attend the online classes and the studio classes with their child and not leave them unattended at any time.

27. If you are unhappy about anything to do with Tappy Toes please email your complaint to [stalbens@tappytoes.com](mailto:stalbens@tappytoes.com). We take all complaints extremely seriously and it will be dealt with promptly.

#### Limitation of Liability & Disclaimer

28. By entering into these Terms and Conditions you hereby waive and release the School from all claims arising from injury of any manner resulting from participation in a class, other than as a direct result of our negligence.

Where relevant the child or their parents or guardians should seek medical advice before carrying out any exercise or in relation to the suitability of the class and we cannot be held liable for any claim as a result of attendance where unsuitable.



We accept no responsibility and cannot be held accountable for any loss or damage of personal belongings or property whilst attending a class or on the premises.

29. Nothing in these terms and conditions shall in any way limit liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence, or any other liability which cannot be excluded at law and your statutory rights are in no way affected.

#### Data Protection and Privacy

30. We are committed to protecting the privacy and confidentiality of our users and clients. We may use your information to keep in touch with you by newsletter and other group / individual communications in line with our Privacy policy which can be viewed at [Tappytoes.com/privacy-policy](https://tappytoes.com/privacy-policy)

#### Covid 19

31. Should a local lockdown come into force at any time during the term, we will endeavor to reschedule all classes for the remainder of the term into online classes.

#### Governing Law

32. These terms and conditions are governed by the laws of England and Wales.

