

MILLER DANCE CENTRE TERMS AND CONDITIONS
25th May 2018

**DANCE HOUSE OF NORWICH LTD
AND
MILLER DANCE CENTRE
GENERAL
TERMS AND CONDITIONS**

May 2018

MILLER DANCE CENTRE TERMS AND CONDITIONS

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These Terms and Conditions apply to any service of product sold by Dance House of Norwich LTD or Miller Dance Centre.

Dance House of Norwich LTD Directors:

Richard Miller
Lynn Miller
Luke Miller

Miller Dance Centre (Incorporating Fred Astaire Franchised Dance Studios Inc.)

Partners:

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Lynn Miller
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Registered Offices:

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For details of our Terms and Conditions for hiring please ask at reception

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1. INTRODUCTORY LESSONS

Introductory Lessons are half hour lessons at a cost of £12 for both 1-1 and 1-2 lessons. This entitles you to a lesson with one of our teachers, to discuss what you would like to see come out of your lessons and/or classes and to be explained in our pricing options.

There is no obligation at this point to purchase anything. Your £12 is redeemable against any purchase over the sum of £55 made on the day of your introductory lesson.

- 1.1. We require payment of the £12 at least 24 hours in advance of your booking in order to confirm your slot.

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- 1.2. There may at any one time be more than one private lesson or class taking place. We have the facility to house up to seven (7) private lessons and or classes at the same time. These may include children's private lessons or classes.

- 1.3. Ballroom and Latin Dancing is a contact sport and from time to time our instructors may be required to re-position or engage in contact through which to tutor you as a student.

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2. ADULT PRIVATE LESSONS AND CLASSES

These are 45 minute lessons with a teacher on a 1-1 or 1-2 basis. Your teacher will tailor your lessons to suit your specification and needs. This can be anywhere from teaching you basic steps for social dances to competition routines. In other instances it can be from medal routines and exams, competitions, showcases to choreographing your first wedding dance.

Classes are 45 minutes long and cover steps and technique. There are different classes according to ability and a full list of class timetables can be found at <http://www.millerdance.co.uk/class-timetable>.

- 2.1. Classes are sold on an individual or series basis and will be taught by one of our dance instructors

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- 2.2. Private lessons are the sale of single or series solo or shared private lessons which will entitle you to a single or multiple forty-five (45) minute lesson on a time and date to suit your needs according to availability.
- 2.3. Any shared or solo private Lessons are sold on an individual basis or as part of a series deal
- 2.4. Shared Private Lessons purchased by one party for another are considered as a gift and will be transferred to the relevant accounts. Should either party wish for lessons to be transferred between them then this request must be put in writing to the Dance Studios
- 2.5. Tuition will be by a dance instructor who has been approved by the owners

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- 2.6.** Ballroom and Latin dance is a contact sport from time to time our instructors may be required to re-position or engage in contact through which to tutor you as the student
- 2.7.** There may at any one time be more than one private lesson or class taking place we have facilities to house up to seven (7) private lessons and or classes at the same time these may at times include children's private lessons and or classes
- 2.8.** Series for private lessons must be renewed on the last lesson of the series. If renewal is not completed before the next lesson, this lesson will be taken as a pay and dance lesson regardless of whether or not a new series is purchased at the time of any subsequent lesson.

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- 2.9. We currently require twenty four (24) hours' notice on all cancellations

- 2.10. Failure to give twenty four (24) hours' notice will result in your lesson being forfeited if a series and the full lesson payable if pay and dance

- 2.11. We reserve the right to change your tutor to any available tutor without notice in the event your tutor is not available to take your lesson

3. CHILDREN'S CLASSES AND PRIVATE LESSONS

Children's classes are 30 minutes long and arranged according to ability. Starting with a beginner's class which teaches the basics of Ballroom and Latin dancing. Subsequent classes are geared more towards medal exams and competitions. A full class time table can be found here <http://www.millerdance.co.uk/class-timetable>.

Private Lessons are held with a teacher on a 1-1 or 1-2 basis. Your teacher will tailor your lessons to suit your specification and needs. This can be anywhere from brushing up on basics to competition and medal routines or showcases.

3.1. CLASSES

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- 3.1.1.** Classes are managed according to ability and are structured over a Saturday morning or Friday evening

- 3.1.2.** Children's Class are invoiced on a termly basis. Each term lasts for 10 weeks and invoices are issued a month in advance, due for payment before the commencement of each term.

- 3.1.3.** Term fees include a free thirty (30) minute practice on Saturday mornings at 11.00am.

- 3.1.4.** Payment must be made within thirty (30) days from the date of the invoice or else a fee of £10 is payable for default of payment should your child continue with classes

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2. PRIVATE LESSONS

1. The sale of single or series solo or shared private lessons which will entitle you to a single or multiple forty-five (45) or thirty (30) minute lesson on a time and date to suit your needs
2. Any shared or solo private Lessons are sold on an individual basis or as part of a series deal
3. Classes are thirty (30) minutes in duration and are assessed according to ability and there is capacity to house forty (40) students at any one time.

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4. Tuition will be by a dance instructor approved by the owner

5. Ballroom and Latin dance is a contact sport from time to time our instructors may be required to re-position or engage in contact through which to tutor you as the student

6. There may at any one time be more than one private lesson or class taking place we have facilities to house seven (7) private lessons and or classes at the same time these may at times include adults and or children's private lessons and or classes

3. CANCELLATIONS

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1. please be advised that if your child is unable to make a Saturday Term class, we are unable to reimburse you for this
2. We require twenty four (24) hours' notice on all cancellations for private lessons
3. Failure to give twenty four (24) hours' notice on private dance lessons will result in your child's lesson being forfeited if a series and the full lesson payable if pay and dance
4. We reserve the right to change your child's tutor to any available tutor without notice in the event your child's tutor is not available to take their lesson

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4. IDENTIFICATION

1. Children may be accompanied by a responsible adult
2. If children are to be left at the studio whilst under taking their lesson or class and a parent or guardian is not collecting them please ensure a member of staff knows as we may require identification
3. If appropriate identification is not given we reserve the right to refuse collection until verified by the responsible parent or guardian

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5. MEMBERSHIP

1. An initial three month membership is included when your child joins us for either classes or private lessons. After this you will be required to pay either on a tri-monthly basis, annually or pay the guest fee for classes and lessons

6. MISCELLANEOUS

1. All staff - teachers and office workers - have undertaken CRB/DBS checks

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2. We do not allow for individuals with the exceptions of parents and guardians to watch any children's classes

3. Any and all individuals over the age of 16 are required to pay the adult prices for any and all private lessons. For those under the age of 18 and attending children's classes the children's terms and conditions shall apply

4. For a copy of our Safeguarding Procedure please ask at reception

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4. DANCE HOLIDAYS

These are trips organised by Miller Dance Centre usually for the National Finals in Blackpool. Miller Dance Centre will arrange accommodation and in some instances transport. Transport will only be organised on your behalf if there are enough numbers to meet the transport company's minimum requirement.

- 4.1 A non-refundable deposit will be payable in the first instance in order to secure your place on any series.
- 4.2 Final payment of the series will be due by a date specified by the owners.
- 4.3 Pro/Am & Teacher/Student Partnering Fees and/or tickets purchased through the Dance Studios are non-refundable

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- 4.4 In some instances, for example National Competitions, should tickets be misplaced or lost new tickets will need to be re-purchased and a refund obtained from the organisers in order to gain admission
- 4.5 In the instance the Dance Centre has purchased tickets on your behalf for a specific number which subsequently changes payment in full will be required in the instance the Dance Centre is unable to obtain a refund or re-sell your ticket
- 4.6 If tickets are purchased independently of the Dance Centre and the student still requires one of the teachers to partner them the Pro/Am & Teacher/Student Partnering Fee will still be payable to the Dance Centre
- 4.7 Travel Insurance is not included and this should be purchased independently. Proof insurance maybe required in some instances

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5.PARTNERING FEES

- 5.1. The Product known as Medallist Events/Festivals and Pro/Am or Teacher/Student Partnering Fees entitles the student to dance with their teacher or reserve teacher, in the case of illness, in a competition when the fee is paid.
- 5.2. No responsibility or guarantee is made or taken in such cases that there may be a need for there to be a partner change in some instances according to the promoter of the event and excess numbers in any such event.
- 5.3. We cannot guarantee that the student will partner their teacher for the whole of an event or round or heat and a partner change may occur in some instances

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- 5.4. A list of our Medallist and Pro/Am Teacher/Student Partnering Fees will be issued on request, and is also posted on the noticeboard by the office; it should be noted that these are subject to change.
- 5.5. The fee covers the following items:
 - 5.5.1. staff wages, accommodation costs, general expenses, travel and subsistence, reserve partner costs, administration costs
- 5.6. The fee is applied to each competitor/dancer. A separate payment is required for each day the competitor/dancer needs partnering
- 5.7. Payment of the fee must be made in advance
- 5.8. All tickets and entry fees are payable separately and must be paid in advance in order that your place can be secured

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REFUNDS

- 5.9. When you purchase a product in law, you have a number of rights as a consumer. These include the right to claim a refund, replacement and or compensation where the service is misdescribed. In addition to your legal rights, we also allow you to return your purchase if you simply change your mind. Providing that you notify us within 14 days of purchase and you have not used your lessons. Please provide us with the original till receipt within the 14 day period and we will offer you a refund or gift voucher for use at a later date
- 5.10. If during this 14 day period you partake in a private lesson or class which is included in the product purchased from us you will not be entitled to a refund of the full amount unless due to extenuating circumstances or you feel the service provided is inadequate.

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Please ensure that you notify the owners in writing within 48 hours of your lesson if you are unhappy with the service provided. In all cases refunds are given at the owner's discretion, and any requests for a refund during or after this 14 day period should be addressed to Miller Dance Centre in writing.

- 5.11. In any event a refund on your product will not be valid if the product has expired. See 9.1 below.
- 5.12. All deposits are non-refundable and taken off the final amount due to the studio
- 5.13. If you are unable to attend one of our events you have previously purchased tickets for, providing you give us seven days' notice in writing you are able to exchange them for another event providing

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tickets are for the same amount. However, tickets are available for resale, and providing tickets can be resold a refund will be available. On both of these options an admin fee of £2.50 will be payable. However, if resale is not possible and you do not wish to exchange tickets, refunds are not available.

MISCELLANEOUS

5.14.SERIES LIFE SPAN

5.14.1. Each series (i.e. a series of private lessons, classes, social events, practice nights) comes with an expiry date. Please ensure that you have checked your introductory letter, given to you at the time of purchase, to ensure that you do not lose your series.

5.14.2. For any extension to the series life, you will need to contact the owners in writing and they will do their best to accommodate you. If it is an ongoing situation the owners will require in writing an update every 6 months or your series will expire.

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5.14.3. We reserve the right to archive your file 6 months after your last completed lesson and or correspondence with the Studio

5.15. PURCHASE OF ADDITIONAL MERCHANDISE

1. we offer the ability to purchase additional merchandise from third parties
2. if the item has been made to order it is manufacturer policy that the goods are non-refundable as they are tailored to an individual and therefore not resalable by the manufacturer. Any dispute should therefore be taken up with the manufacturer direct.

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3. if the goods are a 'general order' a refund is available however postage and series is required for shipping back to the manufacturer a re-stocking fee may also be payable at the manufacturers discretion

4. any fault with merchandise sold by us as the agent of the manufacturer should be taken up with the manufacturer directly contact details of which will be available on request

1. PURCHASES FOR ANOTHER CLIENT

- 1.1. Any and all purchases that are made for and on behalf of another client will be treated as a gift. This is regardless of whether the purchase is a gift voucher or shared lessons.

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- 1.2. Should the client at any point wish to transfer the gift to the purchaser then they will need to do so in writing to Miller Dance Centre.

- 1.3. Any and all purchases will not and cannot be transferred until this confirmation is received.

2. MEDICAL INFORMATION

1. We do not have an allocated first aider on site

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2. It is your responsibility to disclose any and all medical conditions which may inhibit your ability to dance and or which may cause further injury to yourself

3. We accept no liability if you suffer an injury which may have been prevented if disclosure is not given

1. GENERAL DATA PROTECTION REGULATIONS 2018 (GDPR)

1. With effect from 25th May 2018 the new General Data Protection Regulations come into force, replacing the former Data Protection Act 1998. In compliance with this we are now able only to process personal data under certain principles, the purpose of which is to hold organisations to account for the legitimate processing of data and to give individuals greater control of the information

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held about them. As a client of the Miller Dance Centre we take, seriously, your right to privacy and the new Regulations require us to ask for your explicit consent to us processing your relevant data for the provision of services to you and/or your child/children (aged under 18 years). In addition to this Handbook, all current and new clients will be provided with a letter of consent. This will enable you to either agree or to decline authorisation for us to process information regarding payment of fees, exams, competitions and any other information required for us to provide you with services. You will be provided with two letters, one to sign and return to the office and one to retain for your own records with this handbook. If you have any concerns or questions about this please do not hesitate to contact the office

2. Miller Dance Centre will not sell or supply personal data to third parties for their own marketing purposes

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3. If you have provided us with an e-mail address we may from time to time email you with our newsletter unless you have expressly stated otherwise

6. COMPLAINTS

1. Any complaint, verbal or written is to be first addressed to the main office or reception
2. If you do not feel that your complaint has been dealt with satisfactorily please address any complaint to the owner in writing

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7. RENTAL

1. We offer rental and hire for clothing for the use at any competitions which you may be attending through the dance studios
2. Payment must be given prior to or at the time of hire
3. If the item becomes damaged whilst in your possession we will require you to pay for the item to be repaired and cleaned

8. EXAMINATIONS

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1. ISTD, IDTA & UKA Exam boards
2. In the event of student cancellation, providing we have notice of seven days, a fee is carried forward until the next available examination date. Failure to give seven days' notice will result in the fee being forfeit.
3. Any examination times are given on an approximate basis examiners may run ahead or behind schedule, notification will be given where appropriate.
4. Results availability within a reasonable period of time following the date of examination and dependent upon the examining board

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5. Any complaint should be addressed to the dance school - see 9.5 above for complaints procedure

9. MEMBERSHIP

2. Membership is a non-refundable product once it has been used to pay for lessons, classes, social nights etc. If a refund is required the reduced balance will be payable on any product where a deduction has been given by virtue of the membership.
3. We currently offer membership on a three monthly basis or annual basis

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4. This entitles you to a discount on private lessons, classes and any and all social functions

10.INSURANCE

9.10.1 Our liability to you is limited to £5 million

11.PHOTOGRAPHY

1. From time to time other students may record lessons and all social events. If you do not wish to be photographed or recorded please inform us.

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2. Videoed or photographed information cannot be displayed on social media without the express permission of the Dance Centre

12.FIRE PROCEDURE

- 12.1. Please make sure that on arrival you let reception know that you are present for your lesson.
- 12.2. In the event of a fire, our fire assembly point is on the green to the right of Studio 1. In the event of a fire, you should leave the building promptly leaving any and all equipment and belongings behind you and wait for our staff to mark you present.
- 12.3. Once assembled at the point please do not attempt to re-enter the building, but wait until you have received further instructions from our staff.

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13.OTHER

5. Please note that it is against studio policy for any teacher student relations initiated by either party

6. We have the right to refuse your admission should your behaviour be deemed aggressive, rude or abusive we reserve the right to do so without entitling you to any refund

7. Any and all individuals over the age of 16 are required to pay the adult prices for any and all private lessons for those under the age of 18 and attending classes the children's terms and conditions shall apply

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8. We reserve the right to increase our prices at any time in line with ongoing running costs and will give fair notice prior to any such price increase.
9. We reserve the right to make amendments to these terms of conditions without prior notice.
10. In the instance that you purchase event tickets, gift vouchers and or other items that you wish to be posted we reserve the right to charge a sum for postage and/or packaging.
11. We are a non-smoking establishment and the use of cigarettes and e-cigarettes are strictly forbidden.

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12. We accept payment by both cash and card. However, no longer accept payment by cheque.