



# Terms and Conditions

## Introduction

1.1 This page sets out the Terms and Conditions by which STRIVE School of Speech & Drama, agrees to provide products and services to you and your child.

1.2 When you book or purchase any product or service from us, you are signifying your agreement to these Terms and Conditions. It is your responsibility to familiarise yourself with them before you book or purchase any product or service from us.

1.3 We reserve the right to modify, cancel or append to these Terms and Conditions. The current Terms and Conditions always appear here on our Website. On renewal of Sessions or purchase of any Strive product or service, the most recent Terms and Conditions shall apply.

## Definitions

2.1 "Booked Session" is a Session that we have agreed, verbally or in writing, that your child may attend.

2.2 "Carrier" means any person or business contracted by us to carry goods from us to you.

2.3 "Class" refers to one self-contained session as part of a School that occurs at a specific time on the same day at the same venue each week during Term-Time.

2.5 "Content" means any content in any form published on our Website by us or any third party with our consent.

2.6 "Holiday Course" is a course running during school holidays offering drama, dance and singing activities for a certain amount of hours per day for a period of between one and five consecutive days.

2.8 "Free Trial Session" is a Session we agree to provide at no cost to you in accordance with clause 3.1.

2.9 "Goods" means any of the goods we offer for sale on our Website, or, if the context requires, goods we sell to you.

2.10 "Inform", "Notify", "Communicate" and "Contact" are the processes by which we exchange information and enter into contracts regarding our products and services.

2.13 "Merchandise" is a physical product sold by us.

2.14 "Missed Session" is a Booked Session, no part of which has been attended by your child.

2.19 "Strive", "we", "us" or "our" refers to Strive School of Speech & Drama. and any of its directors, officers, employees, managers, subcontractors, agents, parent, subsidiary and affiliated companies.

2.22 "Registration Form" is the electronic, pre-printed or blank form we will give to you to check and complete when you attend a Free Trial Session or Holiday Course and before leaving your child with us.

2.23 "Session" refers to a particular Class held at a specific time on a specific date at a specific venue for a specific duration.

2.24 "Sibling" is a younger brother, sister, half-brother, half-sister, step-brother or step-sister of a particular child.

2.25 "Switching" is the process by which we permanently change any Untaken Sessions from one Class to another Class at the same Strive School. "Switch" shall be construed accordingly.

2.26 "Term-Time" denotes the periods throughout the year during which we run regular sessions as stated on our Website.

2.27 "Transferring" is where a child moves permanently from one Strive School to another. "Transfer" shall be construed accordingly.

2.28 "Untaken Session" is a Booked Session which has not yet been attended and which is not due to occur within the next three working days.

2.30 "Waiting List" is a list maintained by us comprising children who wish to attend a particular Session which is over-subscribed.

2.32 "You" refers to a person or organisation buying products or services from us.

2.33 "Your Account" is a notional account you have with Strive reflecting purchases you have made from us, payments we have received from you or payments made on your behalf and credits applied by us or transferred to you. If Your Account is in credit, you can use the amount of this credit against any purchases of Strive products and services for your child, their Siblings.

2.34 "Your child" is any child for whom you are nominated as an authorised adult on the Registration Form regarding your dealings with us and we therefore deem to be in your care. "Children" shall be construed accordingly.

## **Sessions**

The following provisions shall apply in relation to Weekly Classes only.

### **3.1. FREE TRIAL SESSIONS**

3.1.1 We will offer your child one Free Trial Session in a syllabus of their choice. This is providing:

- a) There is availability in the Class;
- b) When the Session takes place, your child will be at least: Four years old but less than 18 years of age.
- c) Your child has not previously attended any other Free Trial Session, Session or Holiday Course subject to paragraph 3.1.7.

3.1.2 You must book the Free Trial Session in advance with Strive over the telephone or online on our Website.

3.1.3 At the time of booking, the Free Trial Session must take place during the next two weeks of Term-Time.

3.1.4 You must provide us with such contact, identification and health details as are requested by us so that we can assume responsibility for your child during the Session.

3.1.5 You must check and sign the Registration Form prior to the Free Trial Session ensuring that it is accurately and fully completed.

3.1.6 If your child refuses to take part in the Session, one further Free Trial Session may be arranged at our discretion.

3.1.7 Once your child has attended a Free Trial Session in whole or in part, additional Free Trial Sessions can only be arranged at our discretion.

## **3.2 SIGNING-UP**

### **3.2.1 Booked Sessions**

3.2.1.1 Subject to paragraph 3.4.3, you must book four, six or ten Sessions at any one time. Sessions will run on consecutive weeks during Term-Time and may span the holidays.

3.2.1.2 Details of Strive Term-Time dates can be found on our Website. It is your responsibility to make yourself aware of these.

### **3.2.2 Payment**

3.2.2.1 The cost of Booked Sessions and valid methods of payment are available on our Website.

3.2.2.2 The full cost of Booked Sessions minus any agreed discounts must be paid by the end of the first Booked Session.

3.2.2.3 If full payment is not received by the end of the first Booked Session, we reserve the right to suspend all Untaken Sessions and pursue payment for the full amount agreed at the time of booking.

### **3.2.3 Discounts**

3.2.3.1 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of Booked Sessions at any time.

3.2.3.4 All discounts must be claimed at the time of booking. No retrospective discounts or refunds will be offered.

### **3.3 MERCHANDISE**

3.3.1 All Merchandise must be paid for at the time of purchase.

3.3.2 Refunds will only be offered for merchandise in a saleable condition and where the cellophane wrapper is intact.

3.3.3 Merchandise proven to be faulty will be replaced if returned within seven days of purchase.

3.3.4 The relevant class Strive T-shirt must be purchased and worn by the child to every Booked Session. We reserve the right to refuse admission without refund if a child is not wearing a correct Strive T-shirt.

### **3.4 RENEWAL**

3.4.2 Please note that if payment for a further four, six or ten sessions is not received by the current fourth, sixth or tenth Session, no further Sessions will be booked and your child will be automatically withdrawn from the Class. Further attendance will require rebooking which is subject to availability.

3.4.4.1 We will write to you to confirm that this has been set up, confirming the details you gave us. You will need to check these and let us know immediately if these are incorrect.

3.4.4.2 Approximately 3 weeks before your child's final Session, we will email you stating that your child has been automatically renewed for another four, six or ten sessions at the current rate. The email will state when this amount will be collected from your account. This will usually be after your child's penultimate Session.

### **3.5 SWITCHING**

3.5.1 If you would like your child to Switch to a Class at a different time to their current Class, you must notify us at least 14 days prior to your child's intended first Switched Session. Subject to availability in the requested Class, we will arrange for the remainder of your child's Untaken Sessions to be taken at the alternative Class at no cost to you.

### **3.7 CHANGES & CANCELLATIONS**

3.7.1 All deposits, however paid, are non refundable.

3.7.2 You may cancel your child's Untaken Sessions at any time and for any reason.

3.7.3 In the event that you wish to cancel any Untaken Sessions:

a) If you inform us three or more working days before the first Session of that block of Sessions was to be attended, we will keep £50.00 per child on Your Account. We will refund any further amounts held by us in full if required.

b) If you inform us less than three working days before the first Untaken Session was to be attended, we will deduct the pro rata cost of the Untaken Session(s) from any amount you have paid. We will keep any further payments on Your Account.

3.7.5 Only an Untaken Session may be cancelled.

3.7.7 Following cancellation, subsequent sessions must be booked in accordance with paragraph 3.2.

### 3.8 HOLIDAYS

3.8.1 If you go on holiday within a block of paid sessions, Suzie will honour the following:

**Block of 4 sessions = 1 day without being charged**

**Block of 6 sessions = 1 day without being charged**

**Block of 10 sessions = 2 days without being charged**

### 3.9 ABSENCES

3.9.2 If your child/children are absent due to sickness and Suzie is made aware before **8pm** the day before, the class is at her discretion on the day whether the session is charged or not!

3.9.3 You must give **48 hours notice** if your child/children misses a session. If the session is cancelled or there is no attendance outside of the **48 hours**, this session will then be charged in full.

### 3.10 CONTENT

3.9.1 We reserve the right to alter, vary, omit or substitute any part or parts of any session provided by us described in any promotional or other materials published by us or on our behalf.

3.9.2 In the event of any change in any content as described above, we will have no liability to refund any part of any fee or deposit paid.

### 3.11 WAITING LISTS

3.10.1 If your child is on a Waiting List, this does not guarantee a place in a particular Session.

3.10.2 Subject to paragraph 3.10.3 below, we intend to contact customers and prospective customers on the Waiting Lists in this order:

- a) Existing Strive customers attending another Class in the same Strive School; then
- b) Prospective customers who have paid a £50.00 deposit per child; then
- c) Other children on the Waiting List.

3.10.3 We accept no responsibility and make no guarantees to the order in which places are offered.

3.10.4 Waiting List deposits are non-refundable but are treated as credits on Your Account and can be used and transferred in the same way.

## **Holiday Courses**

The following provisions shall apply in relation to Holiday Courses only.

### **4.1 PAYMENT**

4.1.1 The cost of Holiday Courses and valid methods of payment are available on our Website.

4.1.2 The full cost of the Holiday Course minus any agreed discounts must be paid at the time of booking the Holiday Course.

4.1.3 If full payment is not received at the time of booking the Holiday Course, we reserve the right to cancel the booking.

### **4.2 ROLES**

4.2.1 While we endeavour to offer most children a speaking or singing solo role, this is not always possible and bookings contain no guarantees to this effect.

### **4.3 MISSED SESSIONS**

4.3.1 No refunds for missed sessions during an Holiday Course under any circumstances.

### **4.4 CHANGES & CANCELLATIONS**

4.4.1 If you have booked a Holiday Course and you now wish to cancel:

- a) If you inform us more than three weeks before the commencement of the Holiday Course, we will credit Your Account with 50% of the amount paid. Any additional payments will be refunded if required.

b) If you inform us between one and three weeks before the commencement of the Holiday Course, you will forfeit 50% of the amount paid. We will credit Your Account with the other 50%.

c) If you inform us less than one week before the commencement of the Holiday Course, you will forfeit the entire amount paid for the Holiday Course.

## Exclusions

9.1 In the event that we consider:

a) you are in breach of any of these Terms and Conditions or any regulations issued from time to time by us;

b) the behaviour of your child is disruptive or likely to put other children or Strive staff in danger; or

c) your behaviour towards us, other customers, children in their care or our suppliers, agents, managers, subcontractors or employees is disruptive, inappropriate, consistently negligent (including late collection of your child) or likely to bring us or any of our products or services into disrepute, we reserve the right to exclude your child from any Strive class.

9.2 In the event that your child is excluded, no fees or deposits will be repaid to you and we reserve the right to seek payment of the balance of any fees due to us.

## Payments and refunds

10.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

10.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, these will be securely stored by our online payment service providers. These details will be fully encrypted and only used to process transactions which you have initiated.

10.1 We will make an administrative charge of £7.50 to cover unpaid cheques, disputed credit card payments or dishonoured Direct Debits.

10.2 In circumstances where a payment is returned:

a) we reserve the right to exclude your child without refund or right to Make-Up Sessions in relation to Missed Sessions until the amount of the returned payment is repaid in full; and

b) we reserve the right to claim the amount of the returned payment plus interest plus the cost of any free promotional items or merchandise issued to your child.

10.3 Refunds are issued in the form in which the original payment was made.

10.4 We will process any refund within 28 days of notifying you that we are issuing you the refund.

10.5 No credits or refunds will be issued retrospectively.

## **Liabilities**

### **12.1 GENERAL DISCLAIMER**

12.1.1 For the avoidance of doubt, all our products and services are provided on an "as is" basis and save as expressly stated herein without representations, conditions, warranties or other terms of any kind, either express or implied, including, but not limited to, child development, non-infringement or title but excluding the implied warranties of satisfactory quality and fitness for a particular purpose.

12.1.2 We make no representation or warranty for:

12.1.2.1 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;

12.1.2.2 the adequacy or appropriateness of the Goods for your purpose.

12.1.3 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our Website.

12.1.4 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.

12.1.5 We shall not be liable to you for any loss or expense which is:

12.1.5.1 indirect or consequential loss; or

12.1.5.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.

12.1.6 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.

12.1.7 If you become aware of any breach of any term of this agreement by any person, please contact us.

### **12.2 YOUR ACCOUNT WITH US**

12.2.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.



12.2.2 If you use our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.

12.2.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

## **12.3 CANCELLATIONS & VENUE CHANGES**

12.3.1 We reserve the right to cancel any Session or Holiday Course or other service at any time up to and including the date the activity starts. Should this occur we will endeavour to give you at least seven days' notice and will attempt to offer you a viable alternative or will offer you a refund of any fee paid.

12.3.2 Occasionally it is necessary to temporarily change the venue of our Sessions, Holiday Courses or any other activity. Where this occurs we will endeavour to ensure that the alternative venue is no more than five miles from the usual location. If the distance is greater than five miles and, as a result, your child is unable to attend, subject to application in writing by you, we will credit Your Account with the amount you paid for the Missed Session.

## **12.4 HEALTH & INJURIES**

12.4.1 We accept children on the assumption that they are in good health and it is your responsibility to alert us to any medical complaint or history suffered by your child.

12.4.2 We do not accept responsibility for loss or damage arising from errors or omissions on the Registration Form whether completed by you or by another person in charge of your child at the time of completion.

12.4.3 We do not accept liability for death or personal injury to any child attending Strive or any activity related to Strive whether organised by Strive or otherwise save to the extent that such death or injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

## **12.5 PERSONAL PROPERTY**

12.5.1 We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child irrespective of whether such possessions might be used by you or the child for the purposes of any Strive activity save to the extent that such loss or damage shall be caused by the negligence or default of any member of our staff or any other default on our part.

## **12.6 OTHER LOSSES**

12.6.1 We do not accept responsibility for any loss or expense due to circumstances beyond our control, including, but not limited to, delays in public transport, weather, quarantine, sickness, bereavement, strikes or other industrial action, terrorism, fire and riot.

12.6.2 Without prejudice to the other terms of this agreement, in no event (including our own negligence) will we be liable for any:

- a) economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- b) loss of goodwill or reputation;
- c) any other special, indirect or consequential losses; or
- d) loss to third parties.

## **12.7 LIMITATIONS**

12.7.1 No provision of these Terms and Conditions shall operate or be construed to operate so as to exclude or restrict our liability under the provisions of any UK legislation in force from time to time which are not capable of being excluded or restricted.

12.7.2 Save as otherwise required by UK legislation, our total liability for any loss, damages, costs or expenses shall not exceed an amount equal to the invoice value for the services provided.

## **12.8 THIRD PARTIES**

12.8.1 A person who is not party to these Terms and Conditions or any agreement or document incorporating these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **Use of personal information**

13.1 Strive is registered under the Data Protection Act 1998 to process and store data relating to living individuals.

13.2 We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.

13.3 From time to time, photographs, film, video or audio recordings may be made during Strive Sessions for publicity, promotional or broadcast purposes. Please inform us before any such event if you do not wish you or your child to appear or be identified in any such material.

13.4 Full details of our use of your data and our full privacy policy can be found on our Website.

## **Miscellaneous**

## **14.1 GENERAL**

14.1.1 These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your booking, purchase or use of our products and services superseding any prior agreements between you and us.

14.1.2 You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us which is not set out expressly in these Terms and Conditions.

14.1.3 We shall not be under any liability for any failure to perform any of our obligation under these Terms and Conditions if we are prevented from or delayed in so doing due to any circumstances beyond our reasonable control, provided that if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the contract.

14.1.4 If any payments which are due under these Terms and Conditions are not made by their respective due date, interest shall accrue on the full amount outstanding at a rate of 8% above the base lending rate of the Bank of England from time to time, from the due date until the date of actual payment.

## **14.2 INTERPRETATION**

In this agreement unless the context otherwise requires:

14.2.1 a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.

14.2.2 these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.

14.2.3 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

14.2.4 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.

14.2.5 in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.

14.2.6 the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation.

14.2.7 a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.

14.2.8 in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.

14.2.9 these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to our Website.

14.2.10 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

## **14.3 CONTACT**

14.3.1 You may contact us by calling the relevant telephone number found on our Website, or by writing to us at the address outlined in your acceptance letter or email. We will be deemed to have received any communication from you, in the case of communication by telephone at the time of you speaking to a telephone operator or, in the case of communication by post, a correctly addressed letter sent by pre-paid first class post or recorded delivery post shall be deemed to have been received two working days after the date of posting.

14.3.2 We may contact you by post, telephone, email, text or fax. Notification sent to you by post will be deemed received by you within two working days. Any other notification will be deemed received by you within one working day.

14.3.3 It is your responsibility to ensure that we have current contact details for you and all adults authorised to pick up your child. You must also keep us apprised of any changes in the health or other relevant circumstances of you or your child.

14.3.4 We may accept any instructions which are given to us regarding a child from anyone who is nominated as an authorised adult on the Registration Form for that child.

## **14.4 LAW & JURISDICTION**

14.4.1 Any failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

14.4.2 If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.

14.4.3 Our relationship with you is subject to English law and you and we irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.