

# Terms and Conditions

By enrolling your child at Pure Drama, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Pure Drama Theatre School ("Agreement").

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled student ("Student") by a Parent and Pure Drama Theatre School ("Pure Drama", "we", "our", "us") and is valid at all times whilst the Student is enrolled on any Pure Drama activity and until such time as written notice is given in accordance with these Terms & Conditions.

## 1. INTRODUCTION

- 1.1 These Terms & Conditions apply to all our Pure Drama Group Actor and Performer Lessons, Private/Group LAMDA Lessons, Private/Group New Era Lessons, Private/Group Audition Preparation, Holiday Workshops, TV and Film Workshops and any additional products and/or services offered by Pure Drama for any Student.
- 1.2 For participation of a Student in a Pure Drama Activity all Parents are required to consent to these Terms & Conditions by ticking the acceptance box for these Terms & Conditions when booking your free trial lesson. We may update these Terms & Conditions from time to time.
- 1.3 Any changes to these Terms & Conditions require the written consent or approval of Pure Drama.
- 1.4 "Group Acting/Performer Lessons" refers to classes offering tuition in acting and/or musical theatre which will be delivered during the Term. Lessons will take place once per week for a certain number of hours, as detailed on your invoice.
- 1.5 "Private/Group LAMDA/New Era Lessons" refers to tuition in acting, musical theatre, verse and prose and public speaking which will be delivered during the Term. Lessons will take place once per week for a certain number of minutes, as detailed on your invoice. Additional Examination/Administration Fees will be payable when students take an exam.
- 1.6 "Private/Group Audition Preparation Lessons" refers to drama school preparation or self tape preparation which will be delivered during the Term. Lessons will take place once per week for a certain number of minutes, as detailed on your invoice.
- 1.7 "Holiday Workshop" refers to Workshops run by Pure Drama during the breaks between Terms.

- 1.8 "TV and Film Workshop" refers to a one-off course offering tuition in TV and Film which will be delivered for a certain number of hours per day for a certain period and can run at any time throughout the year.
- 1.9 "Principal" refers to the principal of Pure Drama.
- 1.10 "Private Lessons" refers to 1 to 1 tuition
- 1.11 "Term" refers to one academic term of Pure Drama during which lessons are run.
- 1.12 "Term Dates" refers to the dates for the relevant Term.

## **2. TRIAL LESSONS AND ENROLLING A NEW STUDENT AT PURE DRAMA**

- 2.1 To apply for a place for a new Student at Pure Drama, the Parent must agree to these Terms & Conditions before booking their free trial lesson.
- 2.2 Each Student's place is allocated on a 'first come, first served' basis.
- 2.3 If Pure Drama is unable to accept the Student due to capacity reasons, the Student may, at the Parent's discretion, be placed on a waiting list.
- 2.4 We offer a free trial to any of our Acting/Performer Group Lessons (audition preparation classes are excluded from this offer). The class can be booked online and generally takes place at the beginning of the term or as otherwise advertised. If the Class has reached capacity, you will not be able to book a trial.
- 2.5 We offer a paid trial for Private/Group LAMDA/New Era Lessons and Audition Preparation Lessons, depending on availability. These lessons can be booked via the Principal. Students need to be attending Group Acting/Performer Classes to be able to apply for these lessons.
- 2.6 After the trial lesson, subject to both parties agreeing and availability, Pure Drama will enrol the Student onto their system and issue appropriate documentation and invoice.
- 2.7 Times, current Term Dates, fees and all relevant details for booked Pure Drama Activities will be confirmed in writing for each Pure Drama Activity.
- 2.8 All such Terms and Conditions detailed in this Agreement shall be deemed to have been accepted by the Parent upon payment by, or on behalf of, the Parent.

### **3. PAYMENTS**

- 3.1 All Group and Private classes are billed termly. Fees should be paid by the due date on the invoice. There is the option to pay in instalments, details of which are provided on the invoice. If Parents choose to pay in instalments they must ensure the invoice is fully paid by the end of that particular Term.
- 3.2 If no payment at all is received by 30 days after the invoice due date, or if the invoice is not fully paid by the end of the term, we may exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment Legislation if we are not paid according to our agreed credit terms. You may also be asked to leave Pure Drama.
- 3.3 Fees for all Pure Drama classes are non-refundable for illness, holiday or any other reason.
- 3.4 The following payment methods are accepted by Pure Drama; Bank Transfer, Credit Card (American Express is not accepted), Debit Card and Cash.

### **4. GROUP AND PRIVATE LESSONS (ACTORS/PERFORMERS/AUDITION PREPARATION/LAMDA/NEW ERA)**

- 4.1 Once enrolled into one of Group or Private classes, Term Dates for the next Term will be made known to Parents in writing at the end of the current Term.
- 4.2 Unless Pure Drama is otherwise notified in writing by you before the sixth (6th) week of the Term, a Student is automatically re-enrolled for the following Term.
- 4.3 If you do not notify Pure Drama before the sixth (6th) week of the Term that you do not wish a Student to be re-enrolled onto the following Term, then you will remain liable for half of the full Term fees in respect of the next Term, regardless of attendance of the Student.
- 4.4 Invoices will be issued in advance of the next Term. Payment in full is required by the due date displayed on the invoice unless you elect to pay in instalments, please see 3.1 above. Also please see 3.2 for information around late payment of fees.
- 4.5 Parent acknowledge that lessons can still take place if they fall on a bank holiday.
- 4.6 Pure Drama offers any additional child of the same family attending Group Acting/Performers Lessons at the same time, a sibling discount of up to forty percent (40%) on fees. Only one discount may apply against the fees for an individual child at any one time. Pure Drama

reserve the right to amend or withdraw this discount at any time.

- 4.7 To support our Childrens school, Pure Drama offers a discretionary discount off Group Acting/Performer classes to children who attend Avonwood Primary School. Please speak to the Principal for more information. Pure Drama reserve the right to amend or withdraw this discount at any time.
- 4.8 If a Student stops attending Group Acting/Performer classes this will mean that we are no longer able to offer them LAMDA/New Era lessons. See 2.5 above. They would finish their lessons after they take the exam that they have been working towards or sooner if both Pure Drama and Parents agree.

## **5. TV & FILM WORKSHOPS & HOLIDAY WORKSHOPS**

- 5.1 Dates and times of Workshops, including our Summer School week are released in advance and are allocated on a 'first come, first served' basis.
- 5.2 You must be attending Group Acting/Performer Lessons to apply for a place on our TV & Film workshops and Holiday workshops.
- 5.3 For the avoidance of doubt, the sibling discount and Avonwood discount detailed in section 4.6 and 4.7 above do not apply to TV and Film Workshops or Holiday Workshops.
- 5.4 A Deposit maybe required to secure your place on a particular workshop. Once paid this is non-refundable if the student is unable to attend for any reason. The balance must to paid before the commencement of the workshop or the student may not be able to attend.
- 5.5 Some workshops require the full fees to be paid upfront to secure your place. Once paid this is non-refundable if the student is unable to attend for any reason.

## **6. USE OF PERSONAL INFORMATION**

- 6.1 The personal data (as it is defined in the Data Protection Act 2018) of a Student and/or Parent will be processed by Pure Drama, in accordance with its Privacy Policy, which can be found on our website. A hard copy of the Privacy Policy is available upon request.
- 6.2 Pure Drama owns all the rights, title and interest in and to its websites, including software, text and media and its trade marks, logos and brand elements. Nothing within these Terms &

Conditions affects or licences the ownership of these rights. Any intellectual property created during any Lesson, Workshop or Holiday Workshop is owned by Pure Drama.

## **7. HEALTH AND SAFETY**

- 7.1 Students participate at their own risk and are obliged to inform Pure Drama and its staff of any existing injuries or medical condition. Any known medical conditions stated and any changes to such information must be notified to Pure Drama immediately in writing.
- 7.2 If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student on a Pure Drama Activity.
- 7.3 Any medication left on the school premises must be clearly labelled and the Student should, unless Pure Drama has agreed in writing otherwise, be able to administer it themselves.
- 7.4 The Uniform is compulsory. This includes a Pure Drama T-shirt/Polo Shirt and black trousers. Students must wear suitable footwear and clothing at all times, with hair tied back for all Group classes and Workshops. Whilst wearing the uniform all students must behave in a sensible and appropriate manner.
- 7.5 If a Student is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided. This number must always be contactable whilst the Student is attending a Pure Drama class.

- Parents are solely responsible for ensuring that the emergency contact details on Pure
- 7.6 Drama's records are up to date.

## **8. PERSONAL PROPERTY**

- 8.1 Students are obliged to take care of their own belongings. Pure Drama can accept no liability for lost or damaged belongings.
- 8.2 The liability of Pure Drama and that of its staff is restricted to class time only and then only to gross negligence.

## **9. GENERAL**

- 9.1 Pure Drama may, at its own discretion, refuse or remove a Student from a Pure Drama lesson/workshop if it is felt that the Student's behaviour is unacceptable.
- 9.2 All decisions made by our teachers on casting, exam and festival entries are final.
- 9.3 Parents are not permitted in the room during classes and rehearsals, unless it has been arranged with the Principal.
- 9.4 Pure Drama reserves the right to make changes to the timetable, the teaching staff, the advertised programme or the programme delivery mechanism (for clarity this may mean that we switch to online zoom classes) in the event of illness or other circumstances beyond our control.
- 9.5 Where a lesson of Pure Drama has to be cancelled, the Principal will give as much notice as possible. In the event of a last minute session cancellation, you will be notified by email, text message, a call to your mobile phone or through a designated Pure Drama social media site. Parents must ensure that they provide up-to-date contact details.

In the event of a Pure Drama Activity being cancelled, Pure Drama will provide substitute lessons where possible either at an alternative time, venue or online. If no alternative can be offered, Pure Drama will deduct the amount from the following term or provide a refund, for lessons that are unable to be fulfilled.

- 9.6 It may occasionally be necessary to change the time and/or venue of a Pure Drama Activity session. This will only be done if absolutely necessary and Pure Drama will do its best to keep class times, programme delivery mechanisms and/or locations as similar as possible but unfortunately this cannot always be guaranteed.
- 9.7 In the event that a Student is unable to attend a Pure Drama session, due to sickness, holiday or a decision by the Parent or Student not to attend, Pure Drama regrets that it is unable to refund any payment.
- 9.8 All Students must be collected on time after a session. Students are the responsibility of Pure Drama during class time only. Pure Drama is unable to supervise Students after a session and consistent late collection may result in additional charges. If Parents wish for a Student who attends Primary School to make their own way home this will need to be confirmed in writing by the Parent.
- 9.9 If someone other than a parent/guardian is collecting the student our teachers must be notified before the session.

9.10 Pure Drama fees are reviewed annually and may be increased each year.

9.11 These Terms & Conditions constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.12 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.

9.13 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.