

Terms and Conditions

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

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled student ("Student") by a Parent, Italia Conti Chislehurst & 3SYDE Ltd ("Italia Conti Chislehurst", "we", "our", "us") (trading as Italia Conti Chislehurst) and is valid at all times whilst the Student is enrolled on any Italia Conti Chislehurst activity and until such time as written notice is given in accordance with these Terms & Conditions.

INTRODUCTION

1.

These Terms & Conditions apply to all our Italia Conti Chislehurst Courses, Holiday Workshops/Camps, Workshops and any additional products and/or services offered by Italia Conti Chislehurst and/or its group of companies in the future for any Student (collectively "Italia Conti Chislehurst Activities")

1.1

For participation of a Student in an Italia Conti Chislehurst Activity all Parents are required to consent to these Terms & Conditions by signature of our application form. We may update these Terms & Conditions from time to time.

1.2

If you are an existing Parent of Italia Conti Chislehurst please read these amended Terms & Conditions carefully. Unless you contact us within fourteen (14) calendar days of receipt of these new Terms & Conditions, they shall supersede and extinguish all previous agreements between us and shall govern the contractual relationship between us going forwards. Your continued enrolment of a Student in Italia Conti Chislehurst Activities shall be deemed as acceptance of these Terms & Conditions and willingness to

1.3

be bound by the same.

Any changes to these Terms & Conditions require the written consent or approval of Italia Conti Chislehurst.

1.4

A "Course" refers to a course of classes offering tuition in dance, drama, and singing which will be delivered during the Term (including online activities). Course classes will take place once per week for a certain number of hours, as detailed at the time of booking.

1.5

"Summer / Easter - School/Course" refers to Workshops (including online activities) run by Italia Conti Chislehurst during the breaks between Terms.

1.6

"Principal" refers to the principal of Italia Conti Chislehurst.

1.7

"Term" refers to one normal academic term of Italia Conti Chislehurst during which Courses are run.

1.8

"Term Dates" refers to the dates for the relevant Term.

1.9

"Workshop" refers to a one-off course (including online activities) offering tuition in dance, drama, singing and/or other performing arts related activities which will be delivered for a certain number of hours per day for a period of between one (1) and five (5) consecutive days and can run at any time throughout the year.

1.10

"Online activity" refers to online streamed lessons and online Workshops utilising the Zoom platform, Youtube & Social Media delivered by a Italia Conti Chislehurst school or by designated industry professionals. See section point 8.7.

1.11

ENROLLING A NEW STUDENT IN AN ITALIA CONTI CHISLEHURST ACTIVITY

2.

To apply for a place for a new Student on a Italia Conti Chislehurst Activity, the Parent must agree to these Terms & Conditions and submit an application form online or by post.

2.1

Each Student's place is allocated on a 'first come, first served' basis. Applications must be accompanied by the appropriate payment/transfer, as set out for each Italia Conti Chislehurst Activity below ("Deposit").

2.2

The Deposit to accompany a new Student's application form for term enrolment: £20 (as at 1 September 2021)

For Holiday Workshops and Summer Camps, deposits may vary, please check with the Principal.

If Italia Conti Chislehurst is unable to accept the Student due to capacity reasons, the Student may, at the Parent's discretion, be placed on a reserve list. Before a Student is placed on a reserve list, the Principal shall inform the Parent whether (i) the Deposit will be retained by Italia Conti Chislehurst whilst the Student is on the reserve list, or (ii) the Deposit will be refunded to the Parent and that the Parent may be required to repay the Deposit at a later date if a place is confirmed. If the Parent does not wish for the Student to be placed on a reserve list the Deposit shall be refunded. In any event Deposits shall always be refunded within fourteen (14) days of informing the Parent that the Deposit is refundable for capacity reasons.

2.3

From the date the Deposit is paid, you have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the Student's place on the Italia Conti Chislehurst Activity, subject to clauses 2.6 and 2.7 below.

2.4

After the Cancellation Period expires, the Deposit is non-refundable and will be retained by Italia Conti Chislehurst.

2.5

If the start date of a Italia Conti Chislehurst Activity falls within the Cancellation Period and the Italia Conti Chislehurst Activity has finished before the Parent notifies Italia Conti Chislehurst of their desire to cancel, then the Deposit is not cancellable or refundable.

2.6

If the start date of the Italia Conti Chislehurst Activity falls within the Cancellation Period and some of the sessions of the Italia Conti Chislehurst Activity have been delivered before the Parent, within the Cancellation Period, notifies Italia Conti Chislehurst of their desire to cancel, then the Deposit may be partly refunded in proportion to the number of sessions delivered.

2.7

Times, current Term Dates, fees and all relevant course details for booked Italia Conti Chislehurst Activities will be confirmed in the Acceptance Letter or "Invoice" for each Italia Conti Chislehurst Activity.

2.8

All such terms and conditions detailed in the Invoice or the Acceptance shall be incorporated into the Agreement and shall be deemed to have been accepted by the Parent upon payment by, or on behalf of, the Parent.

2.9

Fees for Italia Conti Chislehurst Activities may vary between age groups and genres.

2.10

BALANCE PAYMENTS

3.

For a Student enrolled on a Workshop, the full fees are paid as the Deposit in advance, as detailed in clause 2.2 above.

3.1

For a Student enrolled on either a Term, Course or Holiday School, following payment of the Deposit to Italia Conti Chislehurst, Parents are required to make a subsequent payment of the outstanding balance due to Italia Conti Chislehurst (the "Balance").

3.2

The Balance must be paid in full, subject to any alternative agreements made with the Principal, by the first day of the Term or Holiday Workshop/Camp, by one of the following methods where offered:

3.3

1. Bank transfer;
2. Cheque;
3. Cash

3.4

COURSES

4.

Italia Conti Chislehurst may, at its discretion, offer a staff discount of up to fifty percent (50%) on Course fees. This discretionary staff discount will only apply whilst the member of staff is an active teacher at the school.

4.1

Once enrolled on a Course, Term Dates for the next Term will be made known to Parents in writing at the end of the current Term.

4.2

If a Course session falls on a bank holiday weekend classes may still continue to run.

4.3

Unless Italia Conti Chislehurst is otherwise notified in writing by you before the sixth (6th) week of the Term, a Student is automatically re-enrolled into their Classes for the following Term.

4.4

If you do not notify Italia Conti Chislehurst before the sixth (6th) week of the Term that you do not wish a Student to be re-enrolled onto the following Term of the Course, then you will remain liable for the full Term fees in respect of the next Term, regardless of attendance of the Student.

4.5

Payment is due for the next Term of Course fees before the start date of the Term, subject to any alternative payment agreements you may have with the Principal.

4.6

COURSE TRIAL PERIODS

5.

Where a new Student is attending a Course for the first time, subject to availability, Italia Conti Chislehurst (at its discretion) allows a one (1) session trial period ("Trial Period") so that the Student may try the first session of the Course. The Trial Period only applies to Courses for new Students and the trial session must be taken within the first four (4) weeks of the start of the Term.

5.1

You may cancel the Course within five (5) calendar days after the end of the Trial Period and if any additional fees were paid then Italia Conti Chislehurst will refund the Balance to you within fourteen (14) calendar days of your cancellation.

5.2

Once you have notified Italia Conti Chislehurst that you wish to cancel, the Student may no longer attend the Course.

5.3

If no cancellation is made in accordance with clause 5.2, the Agreement for the Course will continue for the duration of the Term and, unless written notice is provided to Italia Conti Chislehurst by the Parent before the end of the sixth (6th) week of the Term, the Agreement will automatically renew for the following Term's Course in accordance with clause 4.4. For the avoidance of doubt, if you do not choose to exercise your right to cancel in accordance with clause 5.2 and the Student later wishes to stop attending the Course during the Term, then Italia Conti Chislehurst is unable to refund the Balance for the Term and notice for cancellation will take effect from the start of the next Term.

5.4

WORKSHOPS & HOLIDAY WORKSHOPS/CAMPS

6.

Parents should contact Italia Conti Chislehurst to confirm if it is organising Workshops and/or Holiday Schools/Courses.

6.1

Dates and times of Workshops and Holiday Schools/Courses are released in advance on the Italia Conti Chislehurst website.

6.2

For the avoidance of doubt, the Trial Period and sibling discounts detailed in sections 3 and 4 above do not apply to Workshops or Holiday Schools/Courses.

6.3

If you cancel a Student's place on a Holiday School/Course outside of the Cancellation Period and within fourteen (14) calendar days of the commencement of the Holiday Workshop/Camp or Course, the Deposit will be retained by Italia Conti Chislehurst and you will be required to pay fifty percent (50%) of the balance of the fees for the Holiday Workshop/Camp or Course.

6.4

If you cancel a Student's place on a Holiday School/Course outside of the Cancellation Period and within seven (7) calendar days before the commencement of the Holiday Workshop/Camp or Course, the Deposit will be retained by Italia Conti Chislehurst and you will be required to pay the full balance of the fee.

6.5

Please note that clauses 6.4 and 6.5 above are subject to your statutory cancellation rights as set out in clause 2 of these Terms and Conditions.

6.6

USE OF PERSONAL INFORMATION

7.

The personal data (as it is defined in the Data Protection Act 2018) of a Student and/or Parent will be processed by Italia Conti Chislehurst, including any group companies

7.1

and/or the Principal(s) of its associated companies in accordance with its Privacy Policy,

which can be found on our website . A hard copy of the Privacy Policy can be requested from admin@contis.co.uk.

3SYDE Ltd owns all the rights, title and interest in and to the Italia Conti Chislehurst websites and social accounts, 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 Course, Workshop or Holiday School/Camp is owned by Italia Conti Chislehurst.

7.2

HEALTH AND SAFETY

8.

Students participate at their own risk and are obliged to inform Italia Conti Chislehurst and its staff of any existing injuries or medical condition. All application forms must have any known medical conditions stated and any changes to such information must be notified to Italia Conti Chislehurst immediately in writing.

8.1

If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student in an Italia Conti Chislehurst Activity.

8.2

Any medication left on the school premises must be clearly labelled and the Student should, unless Italia Conti Chislehurst has agreed in writing otherwise, be able to administer it themselves.

8.3

Students must wear suitable footwear and clothing at all times, including Italia Conti Chislehurst uniform for all Courses.

8.4

If a Student is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided on the enrolment form. This number must always be contactable whilst the Student is attending Italia Conti Chislehurst.

8.5

Parents are solely responsible for ensuring that the emergency contact details on Italia Conti Chislehurst's records are up to date.

8.6

8.7

All online activities are recorded and held for a minimum period of four weeks for safeguarding and quality review purposes.

PERSONAL PROPERTY

9.

Students are obliged to take care of their own belongings. Italia Conti Chislehurst can accept no liability for lost or damaged belongings.

9.1

You acknowledge that the maximum aggregate liability of Italia Conti Chislehurst to a Student or Parent under these Terms & Conditions shall not exceed the Italia Conti Chislehurst Activity fee to which a claim relates.

9.2

The liability of Italia Conti Chislehurst and that of its staff is restricted to class time only and then only to gross negligence.

9.3

GENERAL

10.

- Italia Conti Chislehurst may, at its own discretion, refuse a Student entry to a Italia Conti Chislehurst or a session of an Italia Conti Chislehurst Activity if it is felt that the Student's behaviour is unacceptable
- 10.1 Italia Conti Chislehurst 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.
- 10.2 Where a session of an Italia Conti Chislehurst Activity has to be cancelled by Italia Conti Chislehurst, Principals 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 Italia Conti Chislehurst social media site. Parents must ensure that they provide their Principal with up-to-date contact details.
- In the event of a Italia Conti Chislehurst Activity being cancelled, Italia Conti Chislehurst will provide substitute lessons where possible either at an alternative time, venue or online. Italia Conti Chislehurst will not provide refunds for rearranged lessons that are unable to be attended.
- 10.3 It is occasionally necessary to change the time and/or venue of an Italia Conti Chislehurst Activity session. This will only be done if absolutely necessary and Italia Conti Chislehurst 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.
- 10.4 In the event that a Student is unable to attend an Italia Conti Chislehurst Activity session, due to sickness, holiday or a decision by the Parent or Student not to attend, Italia Conti Chislehurst regrets that it is unable to refund any payment.
- 10.5 All Students must be collected on time after a session. Italia Conti Chislehurst is unable to supervise Students after a session and consistent late collection will result in additional charges.
- 10.6 Italia Conti Chislehurst Activity fees are reviewed annually and may be increased each year.
- 10.7 These Terms & Conditions, together with any Invoice or Acceptance Letter, 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.
- 10.8 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.
- 10.9 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
- 10.10 of the English courts.