

## **SCLL Dance Programme - Terms and Conditions**

You should read all of the following carefully. If you do not understand all of the following please ask for clarification

In the following: Salford Community Leisure Ltd is referred to as SCLL. The person enrolling on to the Dance programme is referred to as the 'pupil'. The person who is to make the payments on behalf of the member is referred to as 'you' in the following. Details of additional charges, admin fees, opening times and services provided mentioned in the following, are available upon request or on SCLL's website.

### **1. ENROLMENT AND FEES**

1.1 The paying of fees offers pupils the ability to attend the programme, not a guarantee to a particular lesson or teacher.

1.2 The Dance programme includes an SCLL Dance Membership.

1.3 The monthly fee is based on you paying monthly for 48 lessons over a rolling 12 month period regardless of how many lessons are received. No guarantee to 48 lessons is provided.

1.4 There will be no reduction in fees or refunds if a lesson does not take place due to the venue being closed on a Bank Holiday.

1.5 There will be no reduction in fees or refunds, if SCLL cancel a lesson.

1.6 There will be no reduction in fees or refunds if pupils do not receive 48 lessons in any given 12 month period.

1.7 SCLL gives no guarantee that a particular lesson will take place.

1.8 SCLL gives no guarantee that the same teacher will take the lesson each week and may change the teacher without any prior notice.

1.9 SCLL gives no guarantee of availability when the pupil is due to progress to the next stage of the programme.

1.10 For a period of 5 weeks during school holiday periods, alternative days/times will be offered for the pupil's lesson. These sessions will be available at the discretion of SCLL and may not be at your usual venue, day or time. You will be notified of the available alternative sessions during the school holiday period by your teacher. If the pupil fails to attend/only attends part of a lesson for any reason, no reduction of fees or extension to the lesson will be offered.

1.11 During school holiday periods SCLL may amend the start time of the pupil's lessons. You will be notified of this in advance. If the pupil fails to attend/only attends part of a lesson for any reason no reduction of fees or extension to the lesson will be offered.

1.12 Fees are due each and every month whether the pupil attends or not.

1.13 If SCLL do not receive a monthly payment, an admin fee will apply.

1.14 Fees must be paid by Direct Debit every calendar month on the due date.

1.15 The pupil's entry may be refused, and they may lose their place in the class, if there are any outstanding fees.

1.16 The payer can apply to cancel the pupil's membership to the programme at any time by giving notice in writing to SCLL.

1.17 In addition to the pupil's dance class, they may be offered the opportunity to take part in other dance activities including but not limited to; shows, exams and competitions. The dance activities will vary in type of dance genre, venue, time, days, cost and will be arranged between SCLL and the parent/guardian. Confirming the pupil's attendance at any dance activity, confirms your acceptance of the inherent risks involved in the participation of physical activity, dance and the specific dance activity. As part of the entry into these events there may be associated fees which will be made clear to you. Additionally, as part of entry into these events, the pupil's data/information may be shared with event organisers, exam boards, chaperones, and local authority Licensing Officers.

1.18 Digital images may be taken for the purpose of reporting and marketing. The images may be used across SCLL's social media channels. Please indicate to your teacher if you do not want you or the pupil to appear on these images.

1.19 During shows, digital images may be taken for the purpose of creating a digital performance/show link. Details of this will be shared with parents along with other show information.

1.20 Parents/guardians are unable to wait on site during the class, except in the following circumstances (space permitting):

- The pupil is new to the class and would like the reassurance of you being on site. Please note you may be unable to wait within the class and after a few weeks you may be unable to continue to wait on site (dependent on the venue).
- The pupil attends a class where we have requested a parent/guardian remain on site for example classes for pupils under 4 years olds.
- The pupil has a disability or additional need.

1.21 During classes, under 8's will be supervised to and from the toilet. We are unable to help with any aspect of toileting. For Ballet, Tap and Disco classes, if the pupil struggles with their leotard they can wear leggings and a t-shirt. Pupils aged 8 and over will be allowed to go to and from the toilet without supervision. If the pupil is taking part in a show, competition or event, details regarding supervision of the pupil will be shared in separate correspondence.

1.22 Pupils must bring their own drink.

1.23 The Parent/Guardian is responsible for the safe and timely collection of the pupil after the class or event has finished. Repeated failure to collect a pupil on time will result in loss of place at the session.

1.24 All items of clothing, jewellery, mobile phones etc remain the sole responsibility of the pupil. SCLL staff are under instruction not to be responsible for the safekeeping of any such items. SCLL strongly advise that pupils do not bring such items to the activities.

## **2. DANCE Membership**

2.1 SCLL's Dance membership includes restricted access to tennis courts across the city and access to age appropriate general swimming sessions. Details of current sessions included are available from reception.

2.2 If the pupil does not attend any pre-booked membership activity (e.g. tennis, swimming, dance workshop booking) a charge may apply.

## **3. ELIGIBILITY AND AVAILABILITY**

3.1 Payers must be at least 18 years old or 16 years old if paying for themselves.

3.2 Enrolment starts the day of joining and is non-transferable.

3.3 Lesson suitability, pupil's ability and progression through the various stages, are at the sole discretion of SCLL.

3.4 Pupils must wear appropriate dance attire and footwear for every lesson and SCLL have sole discretion to deem them as such. SCLL Dance advise that you purchase Ballet, Tap and Modern Jazz uniform from their shop to ensure the suitability of the uniform and shoes for lessons and exams.

3.5 All facilities are subject to availability, age restrictions, safe user limits and opening times. Enrolment, membership, or payment of fees, gives no guarantee of access.

3.7 We expect that our students, participants, parents, guardians & carers:

- Treat staff and others within the class/centre with kindness, courtesy and respect.
- Do not use inappropriate or offensive language to staff or others within the class/centre.
- Adhere to all instructions given by our staff and follow the appropriate signage.
- Use the venues equipment and property in an appropriate manner.

- Report incidents or concerns about the conduct of others to one of our team members immediately.

3.8 Mobile Phones and other devices capable of taking images are not allowed in changing or toilet facilities. Mobile phones are not to be used during class. They can remain in the pupil's bags for emergencies and use before or after the class. Pupils are not allowed to take images of other pupils within the class or staff without prior consent. Pupils are not allowed to show inappropriate images to others within the class or to staff members. Parents/Guardians are not allowed to take images of the pupils whilst they are in class.

3.9 Please note SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk. We take the well-being of our students and employees very seriously, on no account will verbal or physical abuse be tolerated.

3.10 SCLL management may take action against breaches of our Code of Conduct by either refusing permission to access one of our provisions or sessions, implementing an exclusion period across all Active Communities activities for a set period or informing Greater Manchester Police.

3.11 Salford Community Leisure have safeguarding policies and procedures which will be followed if required.

3.12 Teacher's time per pupil during the lesson is at the sole discretion of the teacher.

3.13 The pupil must not take part in any activity for which they may not be fit. The paying adult is responsible for monitoring this. By booking the pupil a place on the dance sessions or any associated dance activity listed in 1.17, you agree that the pupil is in good health and will inform the teacher if this changes.

3.14 If a pupil has a disability, additional need, health condition or allergy, please detail during registration and inform the teacher, advising if we need to make any reasonable adjustments to our sessions. SCLL staff/ the organisers of the activities are not allowed and cannot be responsible for the administering of prescribed medication. If the participant requires first aid at any session or dance activity detailed, a trained first aider will administer the required treatment. We will plan and deliver fun, enjoyable dance sessions/activities which are appropriate for the age and ability of the group. If you have told us that the pupil has a disability, condition or allergy we will endeavour to make any necessary reasonable adjustments to our sessions. The teacher delivering the session has the right to deem the pupil unfit to attend.

3.14 There are inherent risks involved in the participation of physical activity and dance, booking a place on the dance classes confirms your acceptance of such risks.

3.15 Spectators can only view the lessons from the viewing area designated by SCLL.

3.16 SCLL will not be responsible for any loss incurred if SCLL fail to provide a lesson.

3.17 If the pupil fails to attend/only attend part of a lesson for any reason no reduction of fees or extension to the lesson will be offered.

3.18 The Pupil's photograph may be taken for identification purposes.

3.19 SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.

3.20 If SCLL close the facility where your lesson take place for maintenance or refurbishment works for a period of more than 7 consecutive days they will transfer the lessons to another SCLL facility. No guarantee is offered that they will be on the same day of the week or the same time.

#### **4. CANCELLATION OF ENROLMENT BY SCLL**

4.1 SCLL can cancel the membership immediately or by giving advanced notice for one or more of the following reasons:

- The paying adult or pupil commits a serious or repeated breach of this agreement.
- If in SCLL's reasonable opinion the pupil's or payer's ongoing behaviour or health is likely to endanger other members, the general public, staff or themselves or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
- A valid Direct Debit Instruction is not in place.
- There are outstanding fees due.
- You refuse to pay any additional fees that apply to the category of membership.
- You provide information which you know to be false when applying to join or when providing a change to your details.

If this agreement is cancelled for any of the reasons above, SCLL reserve the right to retain a proportion of the money which you have paid under this agreement to cover any reasonable costs incurred as a result.

#### **5. CANCELLING A MEMBERSHIP**

5.1 Applications to cancel must be made by the adult payer in writing to the SCLL via the online cancellation form on SCLL's website.

5.2 Once receipt of cancellation is confirmed by SCLL, the membership will end the day before the next Direct Debit payment is due unless SCLL have already submitted the payment request to the bank in which case the membership will end one month later.

5.3 Cancelling your Direct Debit is not notification of cancellation to SCLL.

5.4 Cancellation will be confirmed to you in writing by SCLL and you must not assume the cancellation has been processed until you receive confirmation.

## **6. LIABILITY**

6.1 You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to:

- You or the pupil's own fault.
- A Third party unconnected with provision of services.
- Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.

6.2 Items left on site overnight will be removed and no compensation will be made towards the loss of any items left in the Centre or for locks cut off to gain access.

## **7. CONTACT**

7.1 All communication will be provided in writing and sent to the most recent contact details held by SCLL. It is your responsibility to ensure that this information remains accurate and up to date.

## **8. CHANGES TO THIS AGREEMENT**

8.1 SCLL can make changes to the lesson programme and this agreement including the monthly fees by giving at least 1 months' notice of the change in writing.

For general enquiries contact **[dance@scll.co.uk](mailto:dance@scll.co.uk)**

For complaints and compliments complete our Feedback and Complaints form on SCLL's website.