

**Director**

Daniel Sharpe

**Creative Director**

Nick Jackson

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## TERMS & CONDITIONS

1. These Terms & Conditions apply to lessons provided to students by Sharpe Academy of Theatre Arts Limited ("the Academy"). Registration of a student for such lesson(s) constitutes acceptance of these Terms & Conditions by such student and, as applicable, by such student's parent or guardian.
2. Students under the age of 16 must be brought to and from lessons by a supervising adult. Whenever possible the same adult should collect them after class. Parents/Guardians must advise the Academy if somebody else will be collecting the student. A DBS-checked member of staff will supervise the students at all times whilst they are in classes. The Academy holds no responsibility for the students before their class commences or once their class has ended.
3. All students must follow the Academy's Code of Conduct whilst attending lessons. Details of the Academy's Code of Conduct will be given to each student by the Academy and can be found on the Academy's website: <http://www.sharpeacademy.co.uk> ("Website").
4. The Academy accepts no responsibility for any accidents or injuries which arise from students misbehaving and/or not following these Terms & Conditions or the Academy's Code of Conduct. It is understood that in an emergency basic first aid may be administered by a trained member of the Academy team. Due to the nature of performing arts, Academy staff may need to make physical contact with students to correct stance and movement in classes.
5. The Academy reserves the right at any time to suspend or permanently remove a student from the Academy for any reason and at its sole discretion.
6. The duration of each term shall be no less than 10 weeks/sessions. There will be breaks and holidays to coincide with school holidays. Term dates will be determined at the beginning of each academic year but may be subject to change at the discretion of the Academy.
7. All fees must be paid in advance on or before the first day of term (or immediately after a student's trial class) either by Cash, Cheque, Bank Transfer or online via the Pay Now button on the invoice sent by email to the parent or guardian responsible for paying the student fees. Cheques must be made payable to SHARPE ACADEMY. One full half term's notice must be given in writing to inform the Academy of the student's intention to leave at the end of that term. Failure to give the required notice will result in a charge of half a term's fee in lieu of notice.
8. No refunds will be given for any classes missed by students for any reason – this includes if the student has been suspended or expelled. If the Academy cancels any classes for any reason which results in the term falling below 10 sessions, a refund will be paid in the form of a credit voucher for the next term's fees. The Academy reserves the right to terminate this contract with immediate effect and cease classes at any time with no notice being given. In this instance a full refund will be given for up to 10 lessons/sessions paid for but not yet taken.
9. If a student misses three consecutive classes/rehearsals without giving the Academy prior notice of their absence, the Academy reserves the right to offer their place to the next person on the waiting list. In this instance, no refund of fees will be given.
10. Fees paid late after the first week of term will result in a £15.00 administration charge. Cheques returned unpaid by our bank will also incur a £15.00 administration charge. Fees are subject to annual reviews. In the event of fees being raised, notification will be given in the term prior to the increase. All fees must be paid on a termly basis unless agreed otherwise with the Academy.
11. You hereby grant permission for the Academy to use any photographs or videos taken in or around classes/productions for the purposes of publicity. Copyright for ALL photographs/videos taken at the Academy or in our shows remain the property of the Academy and may not be used without permission.

12. You agree not to make copies or reproductions of any materials or scripts we lend or give to the students. All such materials remain the property of the Academy.
13. Except in respect of injury or death of any person (for which no limit applies) the liability of the Academy in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with these Terms & Conditions or the performance or observance of its obligations under these Terms & Conditions shall be limited to a refund of the Fee or relevant portion thereof.
14. The Academy shall not be liable for any failure or delay in fulfilling its obligations under these Terms & Conditions which is beyond its reasonable control.
15. The Academy reserves the right to use your contact information to send you details of future events. We will never share your information with any third parties for any reason unless required to do so by law. All contact information is treated in the strictest confidence and in strict compliance with the latest Data Protection legislation.
16. These Terms & Conditions may be updated at any time. The most up-to-date Terms & Conditions can be found on the Website.
17. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by the Academy. If any clause in these Terms & Conditions is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.
18. A person who is not a party to these Terms & Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Terms & Conditions.
19. These Terms & Conditions shall be governed by the laws of England and Wales and in the event of any dispute you agree to submit to the exclusive jurisdiction of the English courts.