

## **Terms & Conditions- Acting Classes 8 Week Terms- Sept 2023**

**The following terms and conditions relate to the following course ONLY- Acting Classes 8 Week Sept 2023**

### **1. Booking and Confirmation**

1.1 Class Act Drama Centre can only accept bookings accompanied by a guarantee of payment, a completed online enrolment application form and an agreement to accept class Terms & Conditions which are included in the application process.

2.1 Class Act Drama Centre cannot accept bookings by telephone or "provisional" bookings.

3.1 Submission of an online enrolment application form indicates the participant agrees to the terms and conditions set out and will be charged the appropriate 8 week term block fee

4.1 Once guarantee of payment is received ( by the submission of the online application enrolment form ), Class Act Drama Centre will endeavour to confirm bookings within three working days. This is dependent on the accuracy of information submitted in the online application enrolment form by the applicant. Should no confirmation be received within this time it is the responsibility of the applicant to contact Class Act Drama Centre administration. A booking confirmation will be sent to you via email.

5.1 Where there is over-subscription for a term, the order in which applications are received shall determine their priority (first come, first served basis). Places are limited. On occasion alternative dates at the same venue may be offered.

6.1 Class Act Drama Centre reserves the right to refuse the application of an applicant.

7.1 Completing and submitting an online application enrolment form will be counted as binding and the equivalent of a signed paper application form.

8.1 Free Tasters and Open Evenings are currently not offered for 8 week terms.

9.1 By making payment in full you are accepting the full terms and conditions and are liable to pay for the full 8 week block whether you attend/participate or not.

10.1 The Centre's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Once a student has accepted the offer of a place upon a term they have the right to cancel acceptance by informing the Centre in writing within 14 calendar days after completing the online application enrolment form process. Cancellation within this period will entitle the student to be refunded any fees paid. The Centre retains the right to charge a proportion of the total term fee for cancellation after this period as indicated in section 3 of the Refund Withdrawal Policy.

11.1 At enrolment students are required to disclose medical and special educational needs that may impact their ability to participate fully in the term/classes. Disclosed information is kept in the strictest of confidence in line with our GDPR policy. Our staff will attempt to find a teaching solution for your concerns, if they are disclosed after the classes have started. However, the centre cannot be held responsible for undisclosed conditions and any refund after the 14 days cancellation period would be at the Centre's discretion, in this instance and dealt with on a

case by case basis.

12.1 In some instances Class Act Drama Centre will request a deposit to secure a place. This deposit is non-refundable in the event of a no show by a student, unless an 8 week term is cancelled by the centre.

## **2. Location and Start date/time**

1.2 All classes commence on the date, time and at the location specified in the application confirmation.

2.2 Whilst confirmation instructions will include details about the location of the classes, parking suggestions are made in good faith only. Participants parking arrangements are taken at their own risk.

3.2 The centre reserves the right to move the teaching venue, within 5 miles of the original venue in the event of an access emergency. Students would be updated in a timely manner.

## **3. Class Content, Class Structure & Pre-requisites**

1.3 All participants are required to fully familiarise themselves with the class expectations. 8 week terms are ideal for beginners/intermediate and a weekly theme is set by the class tutor each week.

2.3 Applicants should ensure that the content is appropriate before booking.

3.3 Class Act Drama Centre tutors reserve the right to teach class content in a way that they deem effective, provided the methods used still meet the advertised description for the 8 week term.

4.3 In the event of a future lockdown the term/classes will automatically move online, please see section 5 for full details.

5.3 Tutors agree to provide any relevant online classes with reasonable care and skill.

## **4. Rescheduling or Cancellation by Class Act Drama Centre**

1.4 Where a term is under-subscribed, Class Act Drama Centre reserves the right to change or cancel the term. In the unlikely event of this happening, or of term cancellation through other unforeseen circumstances (e.g. tutor illness) participants will be informed as soon as possible and offered an alternative term place or full refund ( including any deposits ). In the event of cancellation of a term, Class Act Drama Centre cannot be held responsible for non-refundable costs incurred such as travel and accommodation.

## **5- In the Event of Lockdown**

1.5 In the event of a future local or national lockdown announced by the UK Government which would stop physical access at the teaching venue during affected class dates, the affected classes would continue to be taught and transferred online, returning to physical classes within that term once restrictions have lifted, if such restrictions are lifted within the period of term dates. Tutors will keep students fully informed by email and text regarding any changes and

keep access details to online classes as simple as possible. The privacy of all students will be protected under our GDPR policy.

2.5 Online classes are created so that the student can access the class at their leisure once the tutor has provided access details.

3.5 Tutors have valuable experience with virtual teaching and will provide classes using a mixture of the following free technology depending on what the class content requires that week and the student's privacy preferences. 1) Google Classroom 2) Zoom 3) Microsoft Teams 4) Live stream teaching 5) Recorded video teaching 6) Video assignments 7) Written, audio or video tutor feedback 8) Reading materials & worksheets

4.5 Online term classes will remain online for a 2 month period after the term dates have completed and are password protected.

5.5 Although most teaching materials are already pre-prepared for online classes, many specific aspects cannot be created until such time as they are required. Students must allow time for a tutor to establish and upload any such specifics into their online version of a class in the event of a lockdown being announced with very little notice.

6.5 Any student found to be forwarding or uploading tutor's materials or videos to third parties will be immediately removed from classes.

7.5 Students who do not wish to transfer to virtual teaching in the event of a future lockdown that affects term dates should not apply.

8.5 Please see section 21 within this document for further information regarding technical specifications and support for online classes.

## **6. Term Class Aspects**

1.6. It is expected that a student will actively perform scenes for their tutor and a small group of their peers, as part of a class based project.

2.6 It is expected that once a student commits to working on a scene that they will make every effort to perform towards the end of the term, as not doing so may have a detrimental effect on all other class peers participating within the same scenes.

3.6 Short scenes and duologues will be sourced by the tutor and allocated early in the term.

## **7. Covid-19 Safety Guidelines- Physical Classes.**

1.7 The classroom is cleaned and disinfected between classes.

2.7 Please wash and sanitise your hands upon entering the building and maintain good hand hygiene throughout your visit. You will have access to hand sanitiser and hand washing facilities within the building.

3.7 If you or someone you have been in close contact with in the last 48 hours experiences Covid symptoms or receives a positive Covid test please do not attend your class in this case please email our student services who will provide you with return to class dates and details of access to your online class alternatives for any classes, that you may miss, which will be available for an extended period after the last date of the term in this instance due to illness.

4.7 If you develop Covid symptoms or receive a positive test within 48 hours of attending a class please inform our student services as soon as possible.

5.7 Students attending physical classes do so at their own risk.

## **8. Events Outside of Our Control**

1.8 Class Act Drama Centre will not be liable or responsible for any failure to perform physical or online classes or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

2.8 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, severe snow, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

3.8 Class Act Drama Centre's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues and we will have an extension of time for performance for the duration of that period.

## **9. Pricing**

1.9 The fee for a place on a regional 8 week term is payable in pounds Sterling.

2.9 No cash alternative is available for participants who do not take classes ( physical or online ), full or in part that are part of a term.

3.9 Classes cannot be paid for weekly.

4.9 Late starters may be offered the opportunity to attend term classes at a discounted fee which is calculated pro-rata.

5.9 By making payment in full you are accepting the full terms and conditions.

6.9. Tutors do not offer the opportunity to pay via instalments. However, you may be offered an instalment agreement via our payment provider PayPal. The agreement will exist between you and PayPal in respect of your payment obligations and terms. Interest free credit instalments may be offered to students subject to status.

7.9. Payment can be made via PayPal or via bank transfer BACS. If you wish to pay via BACS please request an invoice as your desired form of payment via your application form. BACS internet banking invoices may take 48 hours to issue.

## **10. Cancellation, Transfer and Failure to Attend Term Classes –**

1.10 Once an online application enrolment form has been submitted, any cancellation leaving an unfilled place (including non-attendance/participation) will incur the full term charge. Should a participant wish to transfer to a later term, notice must be given at least two weeks in advance of the original term date and agreement will be at the discretion of Class Act Drama Centre's Head Office.

2.10 Partial refunds will not be offered to students who arrive late to any class.

3.10 Our staff will make every effort to enable late arrivals to access the teaching studio/classroom and will provide a contact telephone number to enable that access.

4.10 The Centre's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 please see section 1- 10.1 within this document.

5.10 For details on how to formally withdraw from a term please see our withdrawal policy.

6.10 If you have a concern, complaint or compliment please see our Complaints and Compliments Policy.

## **11. Copyright & Privacy**

1.11 All class notes, handout materials and online class content developed by Class Act Drama Centre are for class participants only and are protected by copyright. They may not be reproduced wholly or in part without prior written consent from Class Act Drama Centre

2.11 Materials used during a class are to be used for the duration of the term only and should not be copied, emailed, uploaded or distributed in any way.

3.11 Taking photos and or the use of video cameras throughout physical classes or the capturing of online class content, via any device is strictly prohibited and any participant who is found to have recorded any class footage in physical classes will be reported to onsite security who will confiscate such technologies and delete data. Participants will then be asked to leave the class and term with immediate effect. Refunds will not be issued under these circumstances. Please see our GDPR policy for further details regarding data privacy for both tutors and class students.

4.11 The use of our logo or website imagery is strictly prohibited

5.11 To protect the copyright of all contributors ( crew, actors & post production staff ) filmed behind the scenes type footage or final presentation relating to the term requires full consent. If a group of class peers wish to film any section of their experience then written permissions must be gained from the entire term/class and tutor in the form of a formal release form.

6.11 All online class materials are developed by tutors and are for class participants only and protected by copyright. They may not be reproduced wholly or in part without prior written consent from the class tutor.

## **12. Confidentiality**

1.12 Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause, you shall keep in strict confidence all know-how, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the term./class materials which you may obtain.

2.12 Class Act Drama Centre tutors will not repeat any sensitive or personal information that is publicly or privately shared /discussed by participants during the class and will expect all participants to respectfully do the same with regards to their class peers. Please see our GDPR policy for further details.

## **13. Local Conditions**

1.13 Participants bringing along valuables and personal property do so at their own risk and are responsible for their safety. Class Act Drama Centre cannot be held liable for loss or damage to personal items.

2.13 All travel arrangements are the responsibility of participants. Teaching staff cannot facilitate local transport or other arrangements.

3.13 Class Act Drama Centre cannot take any responsibility for participants parking decisions in and around the teaching site. Please read parking signs carefully.

4.13 Class Act Drama Centre cannot take any responsibility for participant's safety or journey to and from the teaching site.

## **14. Term Class Content & Guarantees**

1.14 Your success in building any career is dependent on a number of factors. We give no guarantee that by attending and/or completing a class term that you will experience success in any business, industry or activity.

2.14 Class Act Drama Centre takes no responsibility for participants personal use of their teaching strategies after the class term.

3.14 Class Act Drama Centre guarantees highly experienced and qualified teaching staff.

4.14 Notes can be supplied for participants for missed classes where relevant.

5.14 There are no written examinations involved with the class term. However, tutors will work towards a class based informal presentation towards the end of the term.

## **15. Participation**

1.15 Class Act Drama Centre tutors will strive to create a positive and inclusive environment during the term/classes and will expect participants to do the same.

2.15 Class ratios will range from a minimum of 5 students to a maximum of 30. A decision to run a class term based on lower or higher ratios will be at the tutor's discretion.

3.15 The Centre takes no responsibility for behaviour of individuals within your class nor undisclosed conditions. The Centre will however follow a termination procedure as outlined in section 16 within this document if they deem an individual to be disruptive. Please keep tutors fully informed at your earliest convenience of any disruptive behaviour by a class peer, that tutors may not be aware of that could affect your studies.

## **16. Termination**

1.16 Class Act Drama Centre reserves the right to terminate the contract immediately without liability if you cause disruption during a class ( in person or online ) or take any action which brings us (or any of our employees, agents, consultants, sub- contractors, students) into disrepute or adversely affects our goodwill or reputation. The centre also reserves the right to terminate contracts whereupon copyright agreements have been found to be breached, please see section 11 within this document.

## **17. Data Protection**

1.17 You agree that we may use your personal data in accordance with and subject to the Data Protection Act 1998 and General Data Protection Regulation. Please see our GDPR policy for further details.

## **18. Health & Safety- General**

1.18 Tutors will undertake a health and safety briefing at the beginning of each term.

2.18 Tutors will expect participants to undertake physical exercises as per their safety instructions and at their own risk.

3.18 Please see section 7 within this document with regards to specific safety guidelines in respect of Covid-19.

## **19. Not for resale**

1.19 Classes provided are for specific groups and individuals only. They are packaged, tailored and taught with individual students in mind. No part of the term/class content, including online classes and tutor feedback can be resold, uploaded online or given to a third party.

2.19 No cash alternative is available for students who do not take parts of the term.

## **20. Changes**

1.20. Before a contract commences the centre reserve the right to increase and decrease advertised term/class fees or offers for any term/class or to amend any teaching material within it. Advertised term/classes can be withdrawn at any time prior to the commencement of the contract.

2.20 There is no obligation for tutors to offer consecutive terms on a rolling basis, once a term has completed.

## **21. Technical Specifications and Support- Online Classes**

1.21 All charges to use the internet are to be born by the student.

2.21 If a student is unable to access an online class, then tutors will use reasonable endeavours to provide a solution where they have direct control over the system. If the issue lies with the class delivery software they will contact the software provider direct to help assist the resolution of your issue. If the issue lies with your hardware system, software or settings our support team may provide assistance at their discretion but cannot guarantee that such assistance will resolve your issue.

3.21 The student will accept and understand that there may be periods of downtime for support and tutoring staff and that assistance may not be available during those times. The student accepts no claim for breach of contract or otherwise in respect of such a period of uncertainty.

4.21 Tutors will use reasonable efforts to make the online class accessible but cannot guarantee an uninterrupted, timely or error free availability or that defects will not occur from time to time. Tutors can suspend access to online classes for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance of the class or chosen software.

5.21 The student accepts and acknowledges that tutors cannot be held responsible for any delay or disruptions to their access to an online class as a result of such suspension or any of the following : Operation of the World Wide Web, viruses or the computer the student is using to access the online class. Failures of telecommunications links and equipment. Updated browser issues.

## **22. Access**

1.22 Tutors agree to offer tailored tuition and feedback to individual students. A student must not share; transfer rights to access or provide access to a third party within a physical or online class. Nor must a third party complete any part of the term/class on their behalf.