



TFX Performing Arts Community
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Terms and Conditions

Please read carefully, as submitting your application form indicates your agreement to the Terms and Conditions of TFX memberships.

There is a mandatory field which must be selected to show your agreement before your application can be processed.

For the purposes of these terms and conditions, “**TFX**” or “**We**” means TFX Performing Arts Community CIC, a community interest company with number 10225106 and having its registered office at 37 Park Lane Poynton, Stockport, Cheshire, United Kingdom, SK12 1RD

1. All new students have the option to attend one week as a trial class before committing to a full term. This week will be charged separate to the regular termly invoice and will then be deducted from the total term fees if your child then chooses to join as a member. This will give your child a chance to meet us and try the class before they commit to the term.
2. All fees must be paid on the first day of term by cash, card or bank transfer. Please hand in your payment in a sealed, clearly labelled envelope. If fees are not paid by the due date, TFX reserves the right to refuse students entry to classes.
3. We advise that students do not bring valuables to classes as TFX cannot be held responsible for them. If mobiles **MUST** be brought in they are to be kept in bags and on silent for the duration of the class.
4. All students aged 16 and under must be signed IN and if a student needs to leave early they must sign OUT; a register will be called at the beginning of every session. No student will be allowed to leave the premises out-with scheduled class sessions without parental awareness and/or written permission. Our responsibility ends when the session ends.
5. TFX has its own uniform. Students **MUST** be in full TFX uniform within 6 weeks of their joining date. If students continue to attend class without uniform, we will follow our disciplinary procedure policy. The uniform is not included in the TFX term fees and is available through TFX. The Ballet uniform, dance shoes and show leotards are available from tac.mydancestore.co.uk.
6. Students with medical conditions this must be discussed before attending class and if necessary, a care plan completed. Please clearly label all medication with your child's name and instructions.
7. A copy of our child protection policy and privacy policy is available upon request.

8. Do not bring chewing gum or cigarettes (regardless of age) to TFX.
9. Upon joining you will be invoiced in full for the remaining weeks in the term, thereafter you will be invoiced at the end of each term for the full cost of classes for the following term, with payment being due on the first day of the following term.
10. No refunds will be payable in respect of any payments made to TFX.
11. Notice to leave TFX classes is required.
 - 11.1 If you provide notice within 3 weeks of the start of the term that you wish to leave TFX, you will be issued with a replacement invoice for the period of time that has elapsed since the term began, plus 3 weeks. You will only be charged for notice periods for classes which fall within the term.
 - 11.2 All invoices issued under this condition 11 are payable within 7 days of receipt.
12. All students taking part in major productions will incur a show contribution. You will be informed in advance of such productions to enable you to prepare for such financial commitment.
13. Any student who continuously disrupts classes will be issued a verbal warning. If disruptive behaviour continues, a written warning will follow, then exclusion from TFX. Fees will not be refunded under these circumstances.
14. TFX cannot be held responsible for classes cancelled due to circumstances beyond our control - i.e. weather, fire, pandemics etc. Such cancellations will not be compensated.
 - 14.1. TFX will always endeavor to explore all options to keep the continuity of classes and deliver classes. In the first instance, TFX Online service is offered as an alternative to the face to face TFX classes you would otherwise have attended.
 - 14.2. An online timetable will be communicated to you by email and can be seen at any point upon request. Please note however that numbers may be limited for each TFX Online class and are therefore subject to availability.
 - 14.3. The participant must have access to their own active broadband internet connection or mobile network connection to be able to participate, in a TFX Online class. TFX is not responsible for technical issues, internet failure, loss of connection or other internet related issues. You are responsible for any costs and other charges or expenses charged by your internet service provider or network operator in relation to your internet service, your mobile service and any use of TFX Online. We do not warrant that the TFX online service, the Content or the server(s) that make them available are error or virus free or free of other harmful components. You are accessing this at your own risk and to the extent permitted by law.
 - 14.4. Before you use any third party website, service or platform, you should review their applicable terms of use and policies for such website, service or platform.
 - 14.5. You must not (without our prior consent): (1) copy (including filming, recording and/or downloading), distribute, publish, alter, adapt, create derivative works from, or otherwise use the Content, either in whole or in part; (2) share or otherwise allow access to your booking or the Content with anyone else who has not paid or registered for the Content which is the subject of the booking; remove any copyright, trademark or other intellectual property notices; (3) seek to interfere or damage TFX Online service or the

Content; (4) frame, embed, harvest, scrape data from or link the TFX Online service or the Content or use the Content on any other website or social media platform.

14.6. When participating in an online class, your child is entirely your own responsibility and should be supervised during the class. Please ensure the following: that your child has a safe area in which to participate in the class as there will be physical movement involved; is dressed appropriately for the class; is aware of internet safety. If you are holding the class in your own home, you accept full responsibility for the health and safety of the environment. Classes are conducted in your own home at your own risk and in the absence of any proven negligence, lack of due diligence or breach of duty by your TFX teacher; your TFX teacher is not liable for any damage caused in your home nor any injury sustained in that environment .

14.7. TFX cannot accept any liability for injury or damage incurred as a result of the classes unless caused by TFX teacher negligence. We cannot accept liability for anything others may do or say during the class. Participation in the class is at your own risk. Report any online abuse immediately to info@tfxperform.com

15. Staffing may occasionally be changed at our discretion.

16. Parents are requested to leave the classrooms for the duration of the in-person classes, this is due to child protection. There are other rooms within the building where parents are able to wait. Online lessons require parental supervision.

17. TFX agrees that it shall not disclose to any person any confidential information concerning Students, except:

- 17.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of TFX providing the services to the Student; and
- 17.2 where TFX may be required to disclose the Student's confidential information by law, a court of competent jurisdiction or any governmental or regulatory authority.

18. Any liability of TFX relating to the Student's participation in any classes provided by TFX is excluded, except in the following circumstances:

- 18.1 death or personal injury caused by negligence;
- 18.2 fraud or fraudulent misrepresentation; or
- 18.3 any other losses which cannot be excluded or limited by applicable law.

19. TFX may at any time assign or transfer all or any of its rights under these conditions and may subcontract or delegate in any manner any or all of its obligations under these conditions to any third party or agent. The Student shall not, without the prior written consent of TFX, assign or transfer any or all of their rights or obligations under these conditions.

20. If any of these conditions are held, in part or in full, to be invalid or unenforceable for any reason, the validity of the remaining conditions shall not be affected, and they shall continue to be valid and enforceable.

21. These conditions supersedes any oral or written agreement made previously between TFX and the Student.

22. These conditions shall be construed and interpreted in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the competent courts of Scotland.

I accept the above terms and conditions and agree to adhere to them.

Student's Name:

Date:

Signed by Parent/Guardian: (if student is under 18)

Signed by student:

(if student is 16 or over. Please note, students who are 16 or 17 must sign this form as well as their Parent/Guardian):
