

Starmaker Performing Arts Academy Terms & Conditions 2019



1. APPLICATION

The following terms and conditions shall apply to all students attending Starmaker Performing Arts Academy, Poulton. By signing where indicated below the Parent agrees to be legally bound by the terms and conditions of this Agreement.

2. DEFINITIONS

"Company" means Starmaker Performing Arts Academy Limited

"Student" means the student registered by the Parent to attend the Academy.

"Client" means the Parent of the Student registering to attend the Academy.

"Parent" means the parent or guardian of the student,

"Fees" means the annual fees due to be paid by the parent to the Company as detailed above and as updated on an annual basis.

"Academy" means Starmaker Performing Arts Academy, Poulton-Le-Fylde.

3. MEMBERSHIPS

The terms upon which our services are offered are as follows:

- A. We offer three levels of fee arrangements Gold; Silver and Bronze
- B. Gold and Silver Memberships are 12 month contracts
- C. Bronze Memberships are termly contracts

MEMBERSHIP INFO

★ GOLD

1. Fees are payable in full on the 1st Saturday of the term and benefit from a 10% discount.
2. Should any students join after this date then a pro rata fee will be calculated in accordance with the date joined and are payable for the balance of the year down to 31st July.
3. If a student leaves before the end of a year, no refunds will be given.

★ SILVER

1. The full fee for the year is due on commencement but the Company will accept payments on a monthly basis where payments are made every month from the 1st day of the month you enter into a contract and terminating on the last day of the twelfth month thereafter.
2. Fees are paid monthly by standing order.
3. This contract is not cancelable by the Client and the fees are payable regardless of whether the student attends for the full year.
4. If default is made in payment of any instalment, then the full balance may be enforced immediately.

5. All fees are non-refundable.
6. Following the 12 month contract, you have the right to cancel your standing order should you wish to leave. See 5. Termination.
7. The Company has no power to cancel your standing order. It is the customer's role to do this.

★ BRONZE

1. This is an arrangement which renews every Academy term
2. Fees are due and payable on the 1st Saturday of each term.
3. There is a late payment charge of £5 per week should it not be paid on the 1st Saturday.
4. Cancellation is only possible at the end of a term and the company must be given 4 weeks written notice.
5. There is no refund of fees should a student fail to attend or wish to terminate the agreement before the end of the term.
6. We encourage pupils to join Starmaker at the beginning of a term, (see calendar for dates) However, if a student would like to start midterm, fees that cover the remainder of the term will be required in advance.

4. COMMITMENT PERIOD

The client is to specify below, which membership the student will enrol on.

- A. For Gold and Silver Memberships, by signing this agreement, the Client agrees to be bound to a commitment period of twelve consecutive months and to pay the Academy Fees for the student to attend Starmaker Performing Arts Academy, Poulton, for a minimum twelve month period.
- B. For Bronze Memberships, by signing this agreement, the Client agrees to be bound to a commitment period of the duration of the Academy term in which they enrol on, and to pay the Academy Fees for the student to attend Starmaker Performing Arts Academy, Poulton, for a minimum of the duration included in the Academy term. There are three terms per academic year.
- C. The contract is a legally binding agreement between the Company and the Client to cover the Academy Fees for three, or two hours (Starmaker Xpress) a week, of Acting, Singing and Dance training, undertaken within Starmaker.
- D. For Gold and Silver memberships, The contract will automatically roll over at the end of the 12 month contract period, for a further 12 month commitment period, unless the Client advises the Company in writing by the end of the 11 month that the Client does not wish to attend for a further 12 month period.

5. TERMINATION

- A. If the student wishes to leave within the term of the agreement and not at the end, a Notice of Intention to Leave will only be accepted if written in letter or email form to the principal; verbal or Facebook messages are not accepted forms of communication for this;
- B. Once we have received official notification of intent to leave, we will acknowledge this formally and confirm what Academy Fees remain due and outstanding; All outstanding Academy Fees must be paid by the date the student leaves. The Company reserves the right to charge interest on any late payment of Academy Fees payable under this clause 5(E).
- C. If we receive the Notice of Intention to Leave with the first 3 months of the contract, we will act with integrity and release the Client from the terms of contract, without enforcing the remaining fees for the year, in return for a termination fee of £100. The termination fee must be paid by the date the student leaves. The Company reserves the right to charge interest on any late payment of Academy Fees payable under this clause 5(E).
- D. The Company may terminate this agreement in the event that a child is persistently abusive or disruptive in sessions or regularly breaches the Academy Rules of Conduct. Any outstanding fees will be due in full, within 14 days of the termination of agreement.

6. ALL MEMBERSHIPS

- A. Late Payments will incur a £5 administrative charge. Where payments are made in instalments the failure to make any instalment will render the balance of the period due immediately.
- B. We encourage pupils to join Starmaker at the beginning of a term, (see calendar for dates) However, if a student would like to start midterm, fees that cover the remainder of the term will be required in advance.
- C. Any holidays taken in term time are discouraged and no refunds will be offered for the weeks that the student does not attend whilst on holiday.
- D. If a student is unable to attend due to illness, outside events or extra rehearsals elsewhere, the lessons must still be paid for and fees already paid are non-refundable.



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7. UNIFORM AND COSTUMES

We operate a policy that all students should wear uniforms. The purpose of this is to avoid social hierarchy caused by labelled clothing.

- A. Compulsory uniform includes Starmaker T-shirt OR vest.
- B. Uniforms are available to purchase from Starmaker Only. If you order any merchandise in the wrong size, there will be NO RETURNS as all uniforms are customized with the pupil's name.
- C. Only discreet jewellery and / accessories are to be worn to Starmaker for safety reasons. We reserve the right to refuse participation if any access way or jewellery is deemed unsafe.
- D. Any student wishing to take part in our performances may be required to purchase costumes which will then be yours to keep.
- E. We may also require you to provide basic items for performances. The costumes ordered will be by the measurements you have provided and will be non-returnable.
- F. We advise that your child does not bring any valuables (i.e. phones, jewellery etc.) with them to Starmaker as the Company accepts no responsibility for any such personal possessions under any circumstances

8. SAFEGUARDING

- A. ALL students 16 years & under must be signed IN and OUT; all children will be registered at every lesson and at the end of the session.
- B. No child will be allowed to leave unless signed out.
- C. Written permission must be given if you wish your child to sign themselves in and out.
- D. Our responsibility ends when the session ends. If a parent is over the 15 minute drop off/pick time, a £5 child supervision charge will be incurred.

- E. On occasions, we will have promotional pictures and footage taken; we will require a written request if you do not wish for your child to take part.
- F. Our annual performance may be recorded professionally – personal cameras and recording equipment are unfortunately not permitted.

9. ACADEMY RULES OF CONDUCT APPLICABLE TO ALL CHILDREN

1. Parents are required to keep starmaker up to date with correct contact details. All changes should be emailed to info@starmakerpaa.co.uk
2. Starmaker principal must be informed of any pre existing injuries before the pupil participates in any session. The risks of participation will be discussed with parent /carer prior to session. If both parties agree the child is fit to resume class. Starmaker will not be held responsible if futher injury occurs.
3. Classes start promptly, children to arrive five minutes before the start of class.
4. If a child is ill or going to be late, please text the principal.
5. Mobile phone must be switched off during class.
6. Children are not permitted to take photographs or video footage of any other student without their permission. Nor are they allowed to upload any photographs or video footage onto social media without permission and consent.
7. The videoing/recording of any workshop class/show number is prohibited, unless permission has been granted by the principal.
8. Bullying will not be tolerated. Please refer to our bullying policy
9. Starmaker will not tolerate abusive, disruptive or inappropriate behaviour.

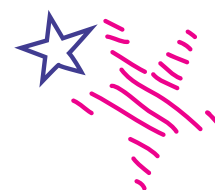
10. We ask that children do not bring such items as ipads, ipods, games consoles to starmaker. Starmaker will not be responsible for keeping these items safe. Starmaker will not be held responsible for such items that are lost or damaged.
11. All uniform items should be clearly marked with the childs name. Starmaker will not be held responsible for items damaged or lost.
12. Lost property will be kept for 30 days and disposed of at the end of this period.
13. Chewing gum, whole grapes and boiled sweets are banned from starmaker.

10. GDPR and DATA PROTECTION

The Client consents to the Company holding personal data relating to your Child on file, while the Child is a student of the Academy and for a maximum of 12 months thereafter. The Company confirms that all personal data held by the Company is held in accordance with the terms of the Data Protection Act 2018 and GDPR. The Client is entitled to request a copy of any information held by the Company relating to the Child at any time during normal working hours. Personal data will not be passed on to any third parties and will not be used outside the Academy at any time. Please refer to our Privacy Statement.

11. DECLARATION

I have read and agree to all these Terms and Conditions imposed above by Starmaker Performing Arts Academy, Poulton. Enrolling your Child at Starmaker is confirmation that you are fully aware and in acceptance of these Terms and Conditions.



MEMBERSHIP TYPE: Please enter the membership type in the box.
(Gold, Silver, Bronze)

STUDENT NAME:

CLIENT NAME:

CLIENT SIGNATURE:

RELATIONSHIP TO CHILD:

DATE: