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BACKGROUND:

These Terms and Conditions are to apply:

- A. to provision of any Service by the School, namely <<Insert description of Service>> registered in <<Country of origin>> Number>> whose registered office is at <<Address>>]; and
- B. where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

apply:

defined in Clause 1 below) by the <<Name of Customer>> [<<Address>>] OR [a company with company number <<Company Registration Number>>]; and

the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Business”

means any business, trade, craft, or profession carried on by You or any other person;

“Consumer”

means a “Consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual pupil who is a pupil of the School who receives or uses the Service for the pupil’s personal use and for purposes other than mainly outside the purposes of the Business;

“Data Protection Legislation”

means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (EU) 2016/679) as amended or otherwise from time to time;

“Member”

means a pupil and customer of the School who is a “Consumer” and whose application for membership of the School has been accepted by the School. A Member shall remain a Member for as long as he/she remains a Member as provided by these Terms and Conditions, and “Membership” means membership of the School.

[“Annual”][Quarterly][Monthly] Membership Fee”

means a fee payable in advance of each membership period which will entitle You to be and remain a Member for [and “Membership Fee” includes the Annual/Quarterly/Monthly Membership Fee” where the context so requires].

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“Our premises”

“Price List”

“Registration Form”

“Regulations”

“School/We/Us/Our”

“Services”

“Session”

[“Temporary Membership Fee”

“You/Your”

1.2 Unless the context of these Terms and Conditions to:

1.2.1 “these Terms and Conditions; and

1.2.2 a Clause or Clauses of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions shall not affect the interpretation of these Terms and Conditions.

1.4 Words signifying the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

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ises at which We hold Sessions [insert the address as above] OR [insert the address as above] but in Clause 3.17 it means “our premises” as defined in the Regulations.

Our standard price list for all of the Services We offer [and which lists the Membership Fees]. The list of Services and Membership Fees is [insert the list of Services and Membership Fees] at <<Insert Location E.g. Salon Reception Desk>>;

A registration and registration form that you can use in hard copy form or online;

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations

Name of Salon>> whose place of business and contact address is [the same as the School] OR [insert other address] and [insert the names of employees and agents] of the School;

All Sessions at which we provide dancing, instruction, training for any dance, and all facilities, services, and other goods and materials which are provided in connection with such Sessions;

[An individual or] group class or session of

Temporary Membership for a day or other period of less than a [Month][Quarter][Year] which is set out in our Price List; and]

An individual who applies to become a member of the School, and as the context allows, that person once accepted as a member of the School that person as a pupil and customer

Each reference in these Terms and Conditions to “we”, “us” and “our” shall mean the School;

Each reference to these Terms and Conditions shall mean these Terms and Conditions;

Each reference to a Clause of these Terms and Conditions shall mean that Clause.

These Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.

References to any gender shall include the plural and vice versa.

References to any gender shall include the other gender.

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2. Registration, Application

- 2.1 You may apply to the School by completing the Registration Form and agreeing to these Terms and Conditions.
- 2.2 The details that You provide on the Registration Form must be complete and correct. You must provide information that You are <<Insert Age E.g 18>> or over and agree to these Terms and Conditions, including the fitness, health and safety matters set out in these Terms and Conditions.
- 2.3 You will become a Member of the School only if and when We accept Your application [in writing] and You pay the Membership Fee set out in Our Price List for Your Membership period of Your Membership]. Our decision whether to accept Your application is in Our absolute discretion.
- 2.4 Upon Our acceptance of Your application [and Your payment of the Membership Fee] Your Membership will commence between You and Us on these Terms and Conditions.
- 2.5 Your Membership will continue until the end of any period of Membership and will automatically renew at the same time You have renewed Your Membership by paying the Membership Fee for a further period commencing on the first day of the next day.
- 2.6 We reserve the right to refuse to renew Your Membership if Your conduct is in Our opinion unacceptable, or is or may be in Our opinion unacceptable, or if it amounts to a breach of the Terms and Conditions of the School, or if it amounts to a breach of the reasonable opinion of the School, or where in Our reasonable opinion such expulsion or suspension of Your Membership, is otherwise in the interests of the School. If We expel You, You will then be entitled to any refund of Your Membership Fee for any withdrawn or suspended period of Your Membership completed due to the suspension of Your Membership. All Sessions booked and not yet attended will then be refunded by Us. You will then be entitled to a refund for any Sessions booked and not yet attended for a package where any Sessions in the package has/have yet to be booked and/or attended at the time of suspension of Your Membership, You will be entitled to a refund of the package price for the Sessions booked and/or attended pro rata to the number of package Sessions in the package.
- 2.7 If You bring a guest to any Session (before the commencement of the Session) these Terms and Conditions apply to the guest. The guest must pay any Temporary Membership Fee for the Session. The guest must be 18 or over.
- 2.8 To become a Member of the School, You must be 18 or over.

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Membership

of the School by completing the Registration Form and agreeing to these Terms and Conditions.

on the Registration Form must be complete and correct. You must provide information that You are <<Insert Age E.g 18>> or over and agree to these Terms and Conditions, including the fitness, health and safety matters set out in these Terms and Conditions.

only if and when We accept Your application [in writing] and You pay the Membership Fee set out in Our Price List for Your Membership period of Your Membership]. Our decision whether to accept Your application is in Our absolute discretion.

on [and Your payment of the Membership Fee] Your Membership will commence between You and Us on these Terms and Conditions.

and cease on the last day of any period of Membership and will automatically renew at the same time You have renewed Your Membership by paying the Membership Fee for a further period commencing on the first day of the next day.

the School and/or to withdraw or suspend Your Membership for a specific period, if Your conduct is in Our opinion unacceptable, or is or may be in Our opinion unacceptable, or if it amounts to a breach of the Terms and Conditions of the School, or where in Our reasonable opinion such expulsion or suspension of Your Membership, is otherwise in the interests of the School. If We expel You, You will then be entitled to any refund of Your Membership Fee for any withdrawn or suspended period of Your Membership completed due to the suspension of Your Membership. All Sessions booked and not yet attended will then be refunded by Us. You will then be entitled to a refund for any Sessions booked and not yet attended for a package where any Sessions in the package has/have yet to be booked and/or attended at the time of suspension of Your Membership, You will be entitled to a refund of the package price for the Sessions booked and/or attended pro rata to the number of package Sessions in the package].

or more Sessions, Your guest must pay any Temporary Membership Fee for the Session. The guest must be 18 or over.

3. Booking and Cancellation

- 3.1 You must be a Member of the School to book any Session.

Consumer Rights

Session.

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3.2 A Session and You is given, and placed on a first-come-first-served basis. We will not reserve a Session unless You

is subject to availability. No priority is given, and placed on a first-come-first-served basis. We will not reserve a Session unless You

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3.3 Each Session requires for it to take place [individual][small] S or 2>> other people Members].

g. 8>> or more Members to book it s, and specifically booked as, an minimum of <<Insert Number E.g 1 <<Insert Number E.g. 6>> other

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3.4 You may book a S [or through the S Session [or as part

School][,] [by email][,] [by phone] -line booking system] as a single e of Sessions].

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3.5 We will only provide that Session [except Session on a ["drop is a group class or booking, [We can accept premises on a drop opportunity to book for it becomes available drop in space becomes a wait list]. You will premises no later than time].

you have pre-booked and paid for you are allowed to participate in a and have paid for that Session If it is fully booked when you request a [] [or] [You can come along to Our then be able to offer You the in the Session [if a wait list space member cancelling a booking] [or] [a other Member not arriving]. If We You after We have placed You on pay for the Session and be at Our minutes before the Session start

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3.6 When you book and a package) You must replace any booked [one][two][three] month booking or rebooking that period will be under these Terms payment You have

tion (i.e. one not paid for as part of sub-Clause 3.11 below, rebook to or a date which is no more than when You make and pay for that ed (or rebooked) and taken within cancel it and are entitled to a refund at case, We will not refund any

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3.7 [If You pay for any book the date/s for should then ensure the [six] month period Sessions paid for at that [six] month period have made for them

but You do not at the same time sions included in the package, You all of the package which fall within n You paid for the package. Any not booked for dates falling within will not refund any payment You

3.8 Your request for a of a package) will Us to decide in Our writing] that We accept have paid for it, will Session. [If You wish Sessions and You Our contract with You then or later book

whether or not it is paid for as part We accept any booking will be for d when We tell You [orally][or][in book a particular Session and You tract between You and Us for that <<Insert Number E.g. 5>> or more scretion We accept that purchase, sions within that package which

3.9 When You book and it/them, and We will

require You to pay Us in advance for e or all of that payment as set out

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in sub-Clause 3.12
prior notice of at least

3.10 We may treat a Session as cancelled by You without notice to Us if You do not warm up for that Session then (but We are not responsible for the cancellation to any extent) and we will charge to You for the Session. This clause and sub-Clause 3.12 below will apply.

3.11 You may cancel a Session at any time before the start of the Session. If You do so, We will refund to You any sum paid in advance for that Session, less any sum paid for a later Session. [If the cancellation is for a date falling within the period of 6 Months after the date when You booked the Session, We will refund to You an amount equal to the sum paid in advance for that Session divided by the total number of Sessions in the package.] [If the cancellation is for a date falling within the period of 6 Months after the date when You booked the Session, We will refund to You an amount equal to the sum paid in advance for that Session divided by the total number of Sessions in the package.]

3.12 If You do not give Us prior notice of cancellation of a Session, We will be entitled to charge You for any net financial loss up to the sum paid in advance for that Session. [For this purpose, if that Session is part of a package, the sum paid in advance for it will be the total sum paid in advance for the package divided by the total number of Sessions in the package.]

3.13 If, due to exceptional circumstances and bereft of reasonable alternatives, You cancel a Session late, We will consider whether to waive any charge for that Session. [For this purpose, exceptional circumstances include, but not limited to, illness, injury, or other circumstances beyond Your control.]

3.14 We may cancel a Session at any time before the time and date of that Session if:

3.14.1 The required number of participants (if any) for the Session have not been booked for the Session;

3.14.2 The required staff (if any) or necessary equipment is not available;

3.14.3 An event of force majeure (as defined in Clause 1.9 below) occurs and continues for more than 7 days;

3.14.4 We find it necessary to do so (as defined in Clause 1.9 above).

If We cancel a Session, We will refund to You in full the sum paid in advance for that Session unless it was paid for as part of a package.

[Where it was part of a package, We will not make a refund but You may rebook that cancelled Session for a date falling within the <<Insert Same Period, E.g. 6 Months >> period after the date when You paid for the package, unless You prefer to have a refund instead of

the Session(s) without giving Us prior notice of at least 7 days as in Clause 3.11 >>.

booked as cancelled by You without notice to Us if You do not warm up for that Session then (but We are not responsible for the cancellation to any extent) and we will charge to You for the Session. This clause and sub-Clause 3.12 below will apply.

if You give Us at least <<Insert Same Period as in Clause 3.11 >> prior notice of cancellation. If You do so, We will refund to You any sum paid in advance for that Session, less any sum paid for a later Session. [If the cancellation is for a date falling within the period of 6 Months after the date when You booked the Session, We will refund to You an amount equal to the sum paid in advance for that Session divided by the total number of Sessions in the package.] [If the cancellation is for a date falling within the period of 6 Months after the date when You booked the Session, We will refund to You an amount equal to the sum paid in advance for that Session divided by the total number of Sessions in the package.]

the Period as in Clause 3.11 >> prior notice of cancellation. We will be entitled to charge You for any net financial loss up to the sum paid in advance for that Session. [For this purpose, if that Session is part of a package, the sum paid in advance for it will be the total sum paid in advance for the package divided by the total number of Sessions in the package.]

including, but not limited to, illness, injury, or other circumstances beyond Your control. We will consider whether to waive any charge for that Session. [For this purpose, exceptional circumstances include, but not limited to, illness, injury, or other circumstances beyond Your control.]

at any time before the time and date of that Session if:

3.14.1 The required number of participants (if any) for the Session have not been booked for the Session;

3.14.2 The required staff (if any) or necessary equipment is not available;

3.14.3 An event of force majeure (as defined in Clause 1.9 below) occurs and continues for more than 7 days;

3.14.4 We find it necessary to do so (as defined in Clause 1.9 above).

es We will refund to You in full the sum paid in advance for that Session unless it was paid for as part of a package.

not make a refund but You may rebook that cancelled Session for a date falling within the <<Insert Same Period, E.g. 6 Months >> period after the date when You paid for the package, unless You prefer to have a refund instead of

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rebooking We will rebook the Session at the same price for that cancelled Session. However, this option is only available if 3.14.4 applies.]

3.15 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time. If the start time may be delayed by overrun of a previous Session or by a delay to the start of a Session of <<Insert Time Period>>. If a delay to the start is at least <<Insert Time Period>>, we will refund to You in full the price of that Session [unless it was paid for as part of a package in which case We will refund to You the price of that Session under this sub-Clause 3.15].

start the Session You have booked at its scheduled start time. If the start time may be delayed by overrun of a previous Session or by a delay to the start of a Session of <<Insert Time Period>>. If a delay to the start is at least <<Insert Time Period>>, we will refund to You in full the price of that Session [unless it was paid for as part of a package in which case We will refund to You the price of that Session under this sub-Clause 3.15].

3.16 Sessions, teachers, and venues may change from time to time but We will try to give You as much notice as possible of any such changes.

Sessions, teachers, and venues may change from time to time but We will try to give You as much notice as possible of any such changes.

3.17 Where the contract does not provide for cancellations, the Regulations give You the right to cancel. In addition to the provisions of Clause 3. You may for any reason cancel a booking during the 14 day period after You become a Member, but if the booking is cancelled after the end of that 14 day period, You must provide any such Session(s) to be cancelled that or those which are covered by that booking in accordance with Clause 3.15. You must confirm this in writing to Us within 14 days of the booking, We will refund to You the price of that booking if the Session(s) has been cancelled. If the Session(s) has not been cancelled, and We will refund to You the package price amount for that booking [We will refund to You a proportion of the Membership Fee for the period of Membership covered by that booking].

Where the contract does not provide for cancellations, the Regulations give You the right to cancel. In addition to the provisions of Clause 3. You may for any reason cancel a booking during the 14 day period after You become a Member, but if the booking is cancelled after the end of that 14 day period, You must provide any such Session(s) to be cancelled that or those which are covered by that booking in accordance with Clause 3.15. You must confirm this in writing to Us within 14 days of the booking, We will refund to You the price of that booking if the Session(s) has been cancelled. If the Session(s) has not been cancelled, and We will refund to You the package price amount for that booking [We will refund to You a proportion of the Membership Fee for the period of Membership covered by that booking].

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4. Fees and Payment

4.1 You must pay in advance for all Services that We provide to You.

You must pay in advance for all Services that We provide to You.

4.2 You may pay Us for Services using any of the following methods:

You may pay Us for Services using any of the following methods:

4.2.1 <<Insert Method of Payment>> By Phone or Using Our Online Booking System

<<Insert Method of Payment>> By Phone or Using Our Online Booking System

4.2.2 <<Insert method of Payment at the School>>;

<<Insert method of Payment at the School>>;

4.2.3 <<Insert Method of Payment Redeemed at the School>>; or

<<Insert Method of Payment Redeemed at the School>>; or

4.2.4 <<Insert Additional Method of Payment>>

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4.3 We may alter Our price, but if the price of any Services increases between the date You book a Session and the date of the Session, the price in effect on the date of the Session shall apply to You for the Session on that date.

4.4 All prices of Services are inclusive of VAT.

5. Eligibility for Membership

5.1 We only make Membership available to a "Consumer" (as defined in Clause 1 above), and Your acceptance of a Membership will be deemed to be Your confirmation that You are a "Consumer" in connection with any request(s) by You to receive a Session. At any time We find that you are not a "Consumer", We reserve the right to cancel Your Membership forthwith by giving You written notice. If You have already paid a Membership fee, We will refund the fee provided that where You have cancelled Your Membership, the refund extends beyond the date of that cancellation, We will refund the fee for the period after cancellation and the portion of the Membership fee paid to Us for the total period of Your Membership.

5.2 We will not accept a Membership from You unless You are aged 16 years or over. We may require evidence of Your age for that purpose.

6. Fitness, Health and Safety

6.1 You acknowledge that Sessions may be physically strenuous and You agree that You will participate in such types of Sessions with full knowledge that there is an inherent risk of injury or illness arising from Your participation in such Sessions and that the relevant teacher is not negligent.

6.2 Certain Services may require You to have special needs, or any other special requirements.

6.3 You must ensure that You are fit enough to participate in any Session that You book, and You are responsible for Your own state of health, physical condition and fitness.

6.4 If You have any doubt about Your fitness or health, You should seek appropriate medical or other professional medical or other advice before attending any Session. We do not and do not provide any such advice.

6.5 You agree that when You book a Membership, and when You book and attend any Session, You will confirm that You have no health or fitness problems that would prevent Your participation in any Session.

6.6 When You request to attend any Session, You must inform Us and [at least 48 hours] before You attend any Session of any medical, health or fitness issue or special need that You wish to discuss with Us, and inform Us if We decide not to accept Your request. We will discuss it with You, and inform You if We decide not to accept Your request. We do accept Your request in accordance with any instructions provided by Us relating to such issues.

6.7 If You do not tell Us of any such issue or 6.6 that We then accept Your request that or any other Session (or part of them) as set out in sub-Clause 6.5 (or part of them) as set out in sub-Clause 6.5, We are entitled not to provide some or all of the Services referred to in sub-Clause 6.5 and to treat any such Sessions as set out in sub-Clause 6.5 without notice, in which case We may charge You for the Sessions (or part of them) as set out in sub-Clause 6.5.

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in sub-Clause 3.12
We may also cancel
case We will refund
to the total package
package.

led Session is part of a package,
sessions in the package and in that
remaining Sessions an amount equal
total number of Sessions in the total

6.8 You must not attend
drugs [or immediate

er the influence of alcohol or illegal
[or immediate

6.9 [You should arrive a
before any warm up
You know You are g
Us as soon as You
a Session start time
begun], We may n
safety reasons.

to the start time of a Session [and
on], to allow for a prompt start.] If
sion, You should contact Us to tell
start time . If You arrive later than
any warm-up for that Session has
late in the Session for health and

6.10 Fire exits are clear
obstruct these exits
your way to the near
a safe distance from
those in the Scho
<<State Where As
School)>>.

interests of safety. You must not
event of a fire, You should make
all possible speed and assemble at
so that We may take a roll-call of all
sounded. The assembly point is
Part Description of Place Outside

7. School Rules

7.1 We do not permit Y

es [or the premises of which Our

7.1.1 smoke anyv
premises are

at Our premises]. [Mobile phones
ring a Session;]

7.1.2 [make or re
should be sv

7.1.3 bring to Our
part] any ch
not have an

ses of which Our premises are a
<<Insert Age E.g. 10>> as We do
staff to supervise them;

7.1.4 bring any a
premises ar
the use of a
for members

s [or the premises of which Our
tion of guide dogs. If You require
inform Us of that when You apply

7.1.5 bring any cr
room or oth
bottle or pap
note that a v

cept water) or food into a changing
s . Only water, either in a plastic
any part of Our premises. [Please
ble in the changing room.]

7.2 [Men may only ente
only available throu

within the School unless [it is the
area] [or] [in cases of emergency].]

7.3 You should wear a
Session requires a
details of the Sess
them for Yourself.
and should be store
We tell You about
School premises at
about at any time]
before a Session. If

te to Your Session. However, if a
othing, footwear, or other items,
quirements and You must provide
dirty clothing should not be worn
ed in the changing areas][location
should be removed on entry to the
vided][in the location We tell You
sharp jewelry should be removed
any of these dress requirements,

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We may not allow You to bring any personal property to a Session.

8. [Gift Vouchers

- 8.1 Gift vouchers are available at the following locations E.g. Salon Website, Salon Reception Desk, Etc.
- 8.2 Gift vouchers are available in the following amounts: <Insert Sum(s) E.g. £10>>].
- 8.3 Gift vouchers are valid for the period specified on the gift voucher or, where no period is specified, for 12 months from the date of issue.
- 8.4 Gift vouchers may be used to purchase any of the Services which We provide at the School and may not be used to purchase any other goods wholly for cash.]

9. Events Beyond our Reasonable Control

- 9.1 We will not be liable for any delay in performing Our obligations under the contract which is caused by any event beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, industrial action by third parties, terrorism, riot, civil unrest, fire, flood, storms, earthquakes, war (declared or actual), acts of war (declared, threatened or actual), acts of terrorism, epidemic or other natural disaster, or any other event beyond Our reasonable control.
- 9.2 If any event described in 9.1 occurs that is likely to adversely affect Our performance under the contract, We will try to inform You as soon as possible. If the event is likely to be suspended and any event is over and provide details of any new dates, times and locations of Services as necessary. You may, without liability to Us, cancel any Session(s) which do not take place due to that event, and We will refund the amount of the payment that You have made to Us for the cancelled Session(s) is/are part of a package, We will refund to You for each cancelled Session an amount equal to the total price for the package divided by the total number of Sessions in the package.

10. Limitation of Liability

- 10.1 We will be responsible for any loss or damage that You may suffer as a result of the use of Our Terms and Conditions or as a result of Our negligence or breach of contract, insofar as it is foreseeable if it is an obvious consequence of Our negligence or breach of contract or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any loss or damage that is not so foreseeable.
- 10.2 We provide or sell our Services only for Your personal and private use/purposes. We do not warrant that any clothing or other goods that We provide are fit for commercial, business, industrial, trade, craft or other purposes of any kind (including resale). We will not be liable for any loss of profit, loss of business, interruption of business or opportunity.
- 10.3 Each of Our teachers is qualified as a dance teacher and is competent to conduct a Session. We do not include any medical advice provided by an appropriate health, or fitness professional or therapist.

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10.4 If You bring any person to Our premises, We do not undertake to keep them safe or to insure them. Their loss or damage will be at Your own risk. Such loss or damage is due to any deliberate or negligent act of Our staff. We will not be responsible for any loss or damage to Your belongings caused by any other pupil, customer, guest or visitor, even where You leave or store them in any place provided to in Clause 7.3. We therefore advise You not to bring any belongings to Our premises.

Our premises, We do not undertake to keep them safe or to insure them. Their loss or damage will be at Your own risk. Such loss or damage is due to any deliberate or negligent act of Our staff. We will not be responsible for any loss or damage to Your belongings caused by any other pupil, customer, guest or visitor, even where You leave or store them in any place provided to in Clause 7.3. We therefore advise You not to bring any belongings to Our premises.

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10.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including the negligence of Our employees and independent contractors) or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including the negligence of Our employees and independent contractors) or for fraud or fraudulent misrepresentation.

10.6 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice or deprive You, or Your rights, of any rights, remedies, or benefits that You may be entitled to under applicable law, including without limitation any rights, remedies, or benefits that You may be entitled to under applicable consumer protection legislation, or to bring proceedings in relation to the Terms and Conditions in any court of competent jurisdiction.

Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice or deprive You, or Your rights, of any rights, remedies, or benefits that You may be entitled to under applicable law, including without limitation any rights, remedies, or benefits that You may be entitled to under applicable consumer protection legislation, or to bring proceedings in relation to the Terms and Conditions in any court of competent jurisdiction.

10.6.1 the Consumer Rights Act 2015;

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10.6.2 the Regulations made under the Consumer Rights Act 2015;

10.6.3 the Consumer Protection (Cancellation Rights in Contracts) Regulations 2014;

10.6.4 any other consumer protection legislation that applies to You, or Your rights, as that legislation is amended or replaced from time to time.

Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice or deprive You, or Your rights, of any rights, remedies, or benefits that You may be entitled to under applicable law, including without limitation any rights, remedies, or benefits that You may be entitled to under applicable consumer protection legislation, or to bring proceedings in relation to the Terms and Conditions in any court of competent jurisdiction.

For more details of Your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

For more details of Your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

11. Changes to Terms and Conditions

We may from time to time update Our Terms and Conditions. We will use Our reasonable endeavours to give You notice of any such changes as soon as is reasonably possible of any change to Our Terms and Conditions.

We may from time to time update Our Terms and Conditions without giving You notice. We will use Our reasonable endeavours to give You notice of any such changes as soon as is reasonably possible of any change to Our Terms and Conditions.

12. How We Use Your Personal Data (Data Protection)

12.1 In so far as the Services involve Us in collecting, using, or disclosing Your personal data (including, but not limited to, Your name and address), We shall only do so with Your express or implied consent in accordance with any lawful instructions given by You, and the provisions of the Data Protection Legislation and these Terms and Conditions.

In so far as the Services involve Us in collecting, using, or disclosing Your personal data (including, but not limited to, Your name and address), We shall only do so with Your express or implied consent in accordance with any lawful instructions given by You, and the provisions of the Data Protection Legislation and these Terms and Conditions.

12.2 We may use Your personal data for the following purposes:

We may use Your personal data for the following purposes:

12.2.1 to administer the Services and to provide Support Services to You;

to administer the Services and to provide Support Services to You;

12.2.2 to process Your payments for the Services and Membership;

to process Your payments for the Services and Membership;

12.2.3 in certain circumstances to provide references to third parties. For example, You wish to pay for the Services and Membership by credit card, and with Your consent, We may pass Your name and address to credit reference agencies. These agencies may use Your personal data in accordance with the Data Protection Legislation and these Terms and Conditions.

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We will not pass on Your information to any other third parties without first obtaining Your express consent.

13. Regulations

We are required by the Financial Conduct Authority that certain information is given or made available to You as a Consumer before We accept Your request to become a Member and/or make a booking (i.e. before We accept Your request to become a Member and/or make a booking) except where that information is already made available to You in the context of the transaction. We have included the information in these Terms and Conditions for You to see now, or We will make available to You that information will, as required by the Regulations, be part of the contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information that we are required to provide and

14.2 any other information that we are required to provide about any Services or the School which You take into account when making any other decision to use our Services;

will be part of the terms of the contract with You as a Consumer.

15. Complaints

We always welcome feedback from our customers, and, whilst We always use all reasonable endeavours to ensure that Your experience as a pupil or customer of Ours is a positive one, we do not always get it right, and we do not always hear from You if You have any complaints. If You have a complaint about Our Services or any other aspect of the School, please raise the matter with <<insert name of person to contact>> at the School [or << by phone or email or post>>].

16. No Waiver

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We do not intend to waive any subsequent rights, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You do not intend to waive any other provision.

17. Severance

If any provision of these Terms and Conditions is held to be invalid or unenforceable by any competent authority to the extent that the provision in question shall not be affected, the validity of the other provisions of these Terms and Conditions shall not be affected.

18. Law and Jurisdiction

18.1 These Terms and Conditions and the relationship between you and Us (whether as a Consumer or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales] [Northern Ireland] [Scotland].

- 18.2 As a consumer, you are not bound by the mandatory provisions of the law in your country of residence if Clause 18.1 above takes away or reduces your rights.
- 18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not) shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

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mandatory provisions of the law in Clause 18.1 above takes away or reduces your rights.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not) shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.