

Terms and Conditions of Sale

Introduction

These Terms of Purchase set out how you (the User) can use and make purchases from our Site. Please read them carefully. We pride ourselves in providing a high level of customer service and ensuring that you are clear in respect of all of your rights relating to your purchase. Ahead of making any purchase you will be asked to tick a box on our Site which says "I Accept the Terms and Conditions of Sale". In ticking that box, you will be accepting the terms set out here.

We are based in the UK and our Terms of Purchase are governed by UK legislation. We can offer international shipping and our digital documents can be downloaded worldwide.

The Terms of Use for our Site and our Privacy Statement can be found on separate pages.

It is always our aim that you will be fully satisfied with your purchase. Should you have any questions about your purchase we will be happy to assist.

Purchase Terms for Classes

We offer a wide range of in person and online dance, acro and fitness classes. Please ensure that you attend/login to the class at least 5 minutes prior to the start of the class so that any modifications can be discussed and so that you can obtain key information about the class prior to starting.

Anyone attending later than five minutes after the start time will not be permitted entry to the class for their own safety and for the safety of, and to preserve the enjoyment of, other attendees. Fees for classes when there is late attendance will be forfeited.

Before taking part in any of our classes you must ensure that you or your child is wearing suitable clothing including footwear, brings water and has a safe environment to exercise in (if taking part online) and you are free from injury and in good health. If you are new to exercise or you are recently returning from injury, illness or pregnancy, you must speak to a health professional prior to starting any class.

If you or your child have any health concerns, injuries or longstanding medical conditions you must notify the instructor at the beginning of the class and follow the modifications advised throughout the class.

If at any point during the class you feel unwell or light-headed you must stop exercising immediately and request assistance.

You have the option to purchase classes on an individual basis or as a block of classes. Should you make a block purchase you will receive credits for future classes. All credits must be used within the agreed time frame on your invoice/booking. Should you wish to cancel a pay as you go adult class or music lesson, you must provide 48 hours' notice, otherwise you will still be charged. Refunds are available in accordance with your statutory rights. We do not provide refunds for children's group classes.

Please be aware that should you wish to stop attending classes, we need to know by the invoice deadline. Once notice is given, you will not be charged for the next half term. If you miss the invoice deadline, you will be charged for the next half terms classes in full. If you give notice part way through a term you will be charged for the current term whether or not you wish to attend. This notice period allows us to ensure that the classes are kept to the correct number to create the best experience for our students and to allow for us to ensure that appropriate teaching and teaching support is provided.

Purchase Terms for Costumes

If you would like to purchase costumes for your child for our upcoming competitions or shows then you can do so by pre-ordering. Costumes are custom ordered for each child. 50% of the fee is required at the time of booking and the remaining 50% is due on receipt of the costume. We will require size, colour and your details to place the order. The order will only be placed when the first of the two payment instalments is received.

As the costumes are made to order, once you have made your purchase you will not be entitled to a refund if you change your mind. In all circumstances, whether your child competes or performs in the costume or not, you will be required to pay the second instalment in respect of your order. Your

other statutory rights to a refund remain available. Should you consider that you do have grounds for a refund or you have any other questions in respect of your order please email Emma Groves admin@rhythmixacademy.com

Purchase Terms for Products

We have worked hard to create products of high quality. For the individual detail and specification of each product, please see the product description which accompanies each product listing. Please note that we take all reasonable steps and care to ensure that all details, product descriptions and prices of products are accurate. Although we aim to keep this Site as up-to-date as possible, the information available on the Site may not reflect the availability position at exactly the moment you place an order.

Images of products on our Site are for illustrative purposes only. We make every effort to ensure that images are captured and displayed accurately but we cannot guarantee that the products are displayed accurately on your device. The products that you order and the packaging of the products may vary from the images on the Site.

Cancellation Rights

As a consumer purchasing online you have the legal right to cancel your order with us. Your right to cancel begins on the date you place your order and ends 14 calendar days from the day after you receive the product.

You need not provide a reason for cancelling your order; however, you must email us at admin@rhythmixacademy.com to cancel your order. Where possible please include your order number in the correspondence. We will then respond by email to confirm that we have received notification of cancellation.

In circumstances where you have already received your products. You will be required to package up the item and return it at your own cost. All products must be returned in their original packaging and condition, plus any additional packaging for returns. We reserve the right to reduce the amount of any refund offered to reflect any reduction in the value of the product which is caused by the way it is handled or returned by you. Following receipt of the returned products we will arrange for a refund to be returned to the card used for the purchase. Please allow up to 14 days for the refund to

show on your bank statement. You will receive a refund for the price paid for the product and the original delivery charges but you will not receive a refund for the cost of returning the product to us.

You must return the products within 14 days of the cancellation being confirmed. Return items should be sent to:

71 High St, Potters Bar, Herts, EN6 5AS.

If we have not yet dispatched the product before you cancel then we will process your refund within 14 days of your cancellation.

If you only cancel the order in respect of some and not all of the products ordered then you will not receive a refund in respect of the delivery charges.

Exclusions

Please note that whilst we provide refunds in accordance with the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013, as set out above, as permitted by that legislation, we are unable to accept refunds of the following:

1. Items which cannot be returned for health and hygiene reasons, unless the returned to us unused and in a fully resealable condition with all hygienic seals in place and unbroken;
2. Items which are personalised or made to your specification;
3. Products which are liable to deteriorate or expire rapidly.

Faulty Goods

Nothing in these terms affects your legal rights in respect of products which are defective or not as described.

If you think a product is defective or mis-described then please email Emma Groves admin@rhythmixacademy.com with a detailed description of the fault and, if possible, photographs of any wear and tear or similar damage to the products.

You will need to return your products to:

71 High St, Potters Bar, Herts, EN6 5AS.

All returns made as potentially defective will be examined once they have been received by us and we will notify you via email to confirm if you are entitled to a refund. Faulty goods will be replaced with a like for like replacement where possible. If you are entitled to a refund this will be provided within 30 days of when we notify you via email that you are entitled to a refund. If you are entitled to a refund as a result of a defective product, you will receive a full refund of the price paid for the product, the original delivery charges and the cost of returning the product to us.

Pricing

The prices are as quoted on the website for each item. Prices do include VAT. The product pricing also excludes delivery charges which will be added to the total amount at the checkout.

We may change our prices at any time but changes will not affect any order in respect of which we have already sent you an order confirmation.

It is always possible, despite our best efforts, that some products listed on our Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge you the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our Site, we will contact you to inform you of the error and give you the option of either continuing your purchase of the product at the correct price or cancelling your order. If we are unable to contact you using the details you provided during the order process, we will treat your order as having been cancelled and notify you in writing. We are under no obligation to provide any product to you at an incorrect (lower) price if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Delivery

Unless you are purchasing an item on pre-order or a bespoke customisation (where in such circumstances an estimated delivery date will be provided) delivery will take place within 15

calendar days of the date of the order confirmation. Our orders are usually sent out daily and should reach you within a 15 day period.

If we do not deliver your product within 15 calendar days or within the other time period agreed between us, you may contact us to cancel your order. We are not responsible for delays outside of our control. We will contact you as soon as possible to let you know of any delay which may occur to your order and we will take steps to minimise the effect of the delay.

If you provide to us any instructions relating to the delivery of your order (including, without limitation, instructions to leave the products in a particular place, outhouse or with a neighbour), you are responsible for ensuring the accuracy of these instructions and we shall not be liable to you in relation to any loss of or damage to the product resulting from our following of your instructions. Delivery will be complete when we deliver the product to the address you gave us or in accordance with your other instructions.

International Delivery

We deliver to certain countries outside of the UK. Please contact us by email to check whether we can deliver to your required location. Orders to outside the UK may be subject to import duties and taxes. You will be responsible for payment of such amounts which are not set by us but set by each location. Please contact your local customs office for further information before placing your order.

Warranty and Liability

We warrant to you that any product purchased from us will, for at least a period of six months from the date of delivery, be of satisfactory quality, free from material defects and reasonably fit for all the purposes for which products of the kind are commonly supplied.

We will not be liable for any defect in the product arising from fair wear and tear, failure by you to follow specific care instructions, wilful damage, abnormal storage, accident, negligence by you or any third party or any alteration or repair made by you or a third party.

Our liability for any losses you suffer as a result of us breaking these terms is limited to the purchase price of the product you purchased and any losses which are a foreseeable consequence of us

breaking these terms. Losses are foreseeable if they are an obvious consequence of a breach or they were contemplated by you and us at the time the purchase was made.

We do not exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. Under section 2(3) of the Consumer Protection Act 1987;
3. For breach of the terms implied by sections 12 to 15 of the Sale of Goods Act 1979;
4. For fraud or fraudulent misrepresentation; or
5. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We only supply products for domestic and private use and you agree not to use any products for commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Additional Circumstances

Should you consider that you have grounds to obtain a refund which are not set out above you should email admin@rhythmixacademy.com to set out your refund request.

All refunds are provided in accordance with your statutory rights.

Law and Jurisdiction

These terms and any claim or dispute arising in relation to any purchase will be governed by English law. You and we agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such claim or dispute.