

Terms and Conditions

Our terms and conditions of service is the agreement between Rhythmix Academy Ltd & Rhythmix Music Services (“us” or “we”) and its customers (“you”) for the provision of dance, musical theatre and music classes. This document forms the entirety of our terms and conditions of service (our “Terms”). Enrolling into classes with us means agreeing to, and complying with, our Terms. In the event of material or persistent breach of our Terms, we reserve the right to suspend or cancel your enrolment in our classes and services until such time that the matter can be resolved. We are fully committed to safeguarding and promoting the well-being of all members of the rhythmix team.

Provision of Classes & Services

- We operate a weekly rolling timetable of classes throughout the calendar year, following the schedule of Potters Bar Schools term dates (our “Classes”). In addition, we run other services such as holiday clubs, birthday parties, exams, workshops, shows and events (“Services”) on an irregular basis.
- We are committed to delivering our Classes and Services at the highest possible level of professionalism. That means you can expect us to be punctual, prepared, appropriately qualified, to communicate effectively, and to be always welcoming and courteous.
- From time to time, unforeseen circumstances may prevent us delivering a class or service (e.g., teacher illness, accident, or injury). In such circumstances, we will always attempt to reschedule the missed Class or Service.
- If we are unable to reschedule a cancelled Class, your next bill will be automatically credited to the value of that missed class. If we are unable to reschedule a cancelled Service, we will contact you regarding a credit or refund as appropriate.
- Refunds will not be provided if we are forced to cancel Classes or Services due to circumstances beyond our reasonable control, including, without limitations, natural disaster, pandemic, epidemic, industrial action, war, civil unrest, terrorist threat. We reserve the right to make change to these Terms as and when required, and without prior notice or consultation. In such instances, we will endeavour to inform you of the changes and how they affect you.

Class Enrolments

- Our class enrolments work on a monthly rolling basis.
- Each monthly enrolment period covers the duration between the 1st day of the month until the last day of the month (the “Enrolment Period”).
- Your class enrolments will renew on the 1st day of each month (the “Re-enrolment Date”). You are deemed to have committed to continue your class enrolments for the upcoming Enrolment Period as of this date.
- Your monthly class fees invoice will be generated 7 days before the Re-enrolment Date and scheduled for collection by Direct Debit on the 1st day of the month as per these terms.
- Should you wish to change or cancel your class enrolment(s), you must do so as set out in sections Transferring Between Classes and Notice of Cancellation.

Class Fees

- Class fees are charged at a fixed monthly rate (Schedule 1). The rate per month is based of the number of classes you do multiplied by the number of classes that month, this will vary each month depending on Potters Bar school term dates and holidays. (your “Class Membership Fees”).
- Your Class Membership Fees are payable on every month of the calendar year, except August.
- Your Class Membership Fees will vary each month, depending of the number of class weeks or holidays in that month.
- If you cancel a Class Membership, and then renew that Class Membership within 2 months of cancellation, you will be charged for an extra month as a re-enrolment fee.

- Class Membership Fees remain payable and will not be adjusted for planned or unplanned absences, including but not limited to, illness, injury, birthdays, holidays, events, work commitments, or traffic.
- In exceptional circumstances we may, at our discretion, pause or reduce Class Membership Fees on a temporary basis. Such circumstances could include, extended absence due to a newly diagnosed medical condition or operation or procedure, an extended trip out of the country for a period greater than 1-month to visit your home country or to visit family living abroad, or extended absence due to a bereavement. In such circumstances, we may charge a retainer fee to keep your space in the class.
- We reserve the right to review and amend the rate of Class Membership Fees from time to time at our sole discretion. This will typically happen annually and will be determined based on the Consumer Price Index (CPI).

Trial Classes

- We offer trial classes ("Trials") so you can try a session of a class before committing to join that class on a continuous basis.
- After completing your Trial should you wish to continue with Rhythmix, you will be issued an invoice via the Class Manager customer portal, which covers the remainder of the current Enrolment Period (your "Enrolment Invoice").
- By paying the Enrolment Invoice you are committing to a rolling monthly enrolment in that class (your "Class Membership").
- Trial bookings must not be used as a means of attending classes on a Pay-As-You-Go basis. After completing your Trials, you must either sign up to the Class Membership or contact us to cancel your enrolment.
- You are not permitted to purchase consecutive trial bookings for the same class. If Trial bookings are made for the same class repeatedly, your enrolment in that class will be suspended until the full monthly payment is made.

Direct Debit

- All Class Membership Fees are collected by Direct Debit using GoCardless via Class Manager.
- By signing up to our direct debit facility, you are giving us permission, in the form of a direct debit mandate, to schedule the collection of automatic payments from your account.
- We will schedule only your Fees to be collected automatically by direct debit.
- Class Membership Fees are submitted to our direct debit service provider each month on the Re-enrolment Date (see Class Enrolment Section) and are scheduled for collection on the first working day of the following month (the "Payment Date").
- Direct debits will not be reversed or refunded after they have been submitted for processing, except in the case of a billing error.
- If you are a new customer, you will be required to sign up to our direct debit facility after completing your Trials. The instructions for signing up will be included on the email that accompanies your Enrolment Invoice.
- If you have any queries relating to payments that are scheduled for, or have been collected by, direct debit, you can contact admin@rhythmixacademy.com and we will always seek to resolve the matter with urgency.
- You are protected by the Direct Debit Guarantee, meaning you have ultimate control over your direct debit mandate and can cancel it directly via your bank or banking app and via Class Manager.
- However, by cancelling your direct debit mandate, you will effectively be cancelling your Class Memberships. Upon doing so, you risk losing your space in the class, so we always recommend contacting us first to discuss and resolve any issues directly.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or interval of your Direct Debit GoCardless will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request GoCardless to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by GoCardless or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when GoCardless asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Annual Timetable & Holidays

- We operate Classes throughout school calendar year.
- We take the same school holidays as Potters Bar Schools.
- We decide our holiday weeks based on how the school holidays fall, which may vary from year to year. However, we will typically take 2 weeks at Easter, 1 week for May half-term, 6 weeks for Summer, 1 week for October half-term, and 2 weeks for Christmas.
- We may take off bank holidays from time to time. If/when we decide to do so, we will apply an appropriate credit to your monthly invoice to cover the cost of the missed classes

Transferring Between Classes

- If your circumstances change, you may be permitted to transfer from one class to another class in the same style, providing there is a suitable and comparable alternative.
- When transferring between comparable classes there may be factors that affect when the transfer can happen; for example, exam sessions, class capacity, or show rehearsals.
- Transferring between comparable classes would not impact your Class Membership Fees.
- You are not permitted to transfer your Class Membership in one style of dance to a Class Membership in another style of dance.
- If you wish to stop attending classes in one style and start attending a classes in another style, then you should email us with Notice of Cancellation for the class you wish to stop, and you should sign up for Trial Classes in the class you wish to start.

Notice of Cancellation

- To cancel a Class Membership, please email admin@rhythmixacademy.com to inform us of your intention to cancel. The email should include the student's full name and the class details that you wish to cancel. Any other forms of communication will not be accepted as notice of cancellation of a class.
- The deadline for submitting notice of cancellation is the day before the Invoice Deadline.
- Where notice of cancellation is received on or after the Invoice Deadline Date but before the Payment Date for that Enrolment Period, the payment will still be taken as it will already have been submitted for processing.
- Upon submitting notice of cancellation, your Class Membership(s) will continue for the remainder of the current Enrolment Period (one month), and you will be able to continue attending classes until the last day of that Enrolment Period.
- To cancel any other Service, please admin@rhythmixacademy.com within the invoice deadline to inform us of your intention to cancel. Failure to let us know of any changes by the invoice deadline will result in the full payment for the invoice being taken. Your right to refunds in the event of cancellation is set out below.

Refunds

- Class Membership Fees are non-refundable and will not be adjusted or reduced for any planned or unplanned absences, please see above class fee's section.
- If you cancel a Service that you have booked with us, any prepaid deposit for that Service will be non-refundable.
- If we cancel a Service that you have paid for in part or in full, then we will contact you to discuss transferring the Service to another date or issuing you a full refund.
- If you cancel a Service that you have paid in full, your eligibility for a full or partial refund will be subject to the timeliness of your cancellation request and/or the specific terms of that service, as described below:
- Dance exams – notice of cancellation must be given as per our exam information pack, we need to know on the day that this information pack is sent out if your child would not like to be included in the exam session. If we do not hear from you, your child will be entered for the exam and fees will need to be paid. If you cancel your participation in a dance exam after the exam entry submission deadline, no refunds will be provided as we are unable to receive refunds from the examining body after exam entry submissions are made.
- Dance shows – notice of cancellation of your participation in a show must be given before the deadline set by us when we communicate show information. Any charges incurred in relation to show participation after this date will be nonrefundable.
- Show Tickets – ticket purchases are generally non-refundable. Any exception to this will be detailed on the terms and conditions of sale held by the theatre box-office.
- Holiday Clubs, Workshops, & Other Services such as private lessons – notice of cancellation and refunds will be given in accordance if we have 48 hours notice of cancellation.

Promotions & Discounts

- We may, at our own discretion, choose to offer promotional and/or discounted rates ("Promotions") to new and/or existing customers.
- Such Promotions are available for the purposes, and for the duration, that we specify in our communications about those Promotions.
- We will not backdate, refund, or retrospectively apply Promotions to bookings that were made before the promotion was launched.
- We offer Trials at a reduced rate for promotional purposes and are reserved for Trials only.
- We apply discounts and scholarships to our Classes and services at our discretion and these can be revoked at any time.

Code of Conduct

To ensure the effective running of Rhythmix Academy Ltd & Rhythmix Music Services and protect all individuals connected with us, it is important that the following Code of Conduct is read, always respected and adhered to.

Students must:

- Participate within the rules and respect all teachers/staff/volunteers and their decisions.
- Respect their fellow students.
- Not distract, bully or harass other students inside or outside of classes.
- Be polite and display good manners at all times.
- Never slander Rhythmix Academy Ltd or Rhythmix Music Services.
- Treat all equipment with respect.
- Inform the teacher (before the warm-up) if they have any injuries or an illness.
- Wear the correct uniform and footwear for all classes.
- Remove all body jewellery.

- Wear their hair the correct way for each class.
- Not bring fizzy drinks or chewing gum onto the premises.
- Leave all valuables at home. Rhythmix will not be held responsible for loss of items.
- Inform the teacher immediately of any changes of their health during a class.
- Finally, we would love all students to enter a class with a smile and be ready to learn and have fun!

Parents must:

- Encourage your child to learn the rules and follow them.
- Never slander Rhythmix Academy Ltd or Rhythmix Music Services.
- Arrive with your child already dressed appropriately for the class, with their hair tied up appropriately.
- If your child is under 12, they must be accompanied by a parent until the start of their scheduled class.
- Keep Rhythmix informed if your child is unwell or is absent from classes.
- Endeavour to establish good communications with all staff, for the benefit of all.
- Never challenge or threaten a member of staff. Any abusive language or behaviour to staff is not acceptable. Any concerns must come directly to the principal via e-mail emma@rhythmixacademy.com
- Do not raise issues of disagreement publicly.
- Collect your child promptly at the end of their class.
- Pay all fees on time as stated on the invoices by Go Cardless. We invoice monthly for classes and do not charge for school holidays. Should you wish to change or cancel anything on your invoice, you need to let us know before the end of the month or by the invoice deadline. Failure to let us know by the invoice due date will result in your being charged in full for the invoice.
- Give us notice if you are leaving a class, we need to know as early as possible but the deadline to not be charged for the following term is by the payment deadline on invoices. We plan and choreograph a term ahead, therefore not letting us know if you are leaving will result in you having to pay for the next half terms lessons. As much notice as possible would be greatly appreciated, especially in the run up to exams and shows.
- If your child does not attend for 3 weeks with no explanation, we will assume they have left the class and they will be removed from the register and will lose their place.

Guidance for Attending Classes

- To ensure your belongings don't get lost, we recommend that all items of uniform are clearly labelled. We accumulate a significant amount of lost property, so unlabelled item may get lost or taken home by another student. We are not responsible for lost items of property.
- Students should stay hydrated and may bring a drinking bottle to classes. However, cans of juice and food is not permitted inside the dance studios, unless prior consent has been given.
- Tactile instruction methods may be used to demonstrate positional alignment and posture correction, for example. If there is any reason, medical or otherwise, whereby tactile instruction is not appropriate for you or your dancer, you must inform us by email in advance of starting classes with us.

Legally Responsible Adults

- You, as the legally responsible adult (or "grown-up"), are responsible for ensuring that your child is fit and healthy to attend Classes.
- It is your responsibility to ensure that your child is on time, appropriately turned out for class, and is collected promptly at the end of class.
- Grown-ups have sole responsible for their children when their children are not in class under the care and supervision of the teacher.
- Children must not be left unsupervised at our studios, or any other dance class location, before the teacher brings them into class and/or after the class finishes.

- When a class has finished, children will be returned to their grown-ups and the teacher's focus and responsibility will move on the next class. As such, grown-ups must ensure someone is present to collect their child on time, immediately after class ends.
- You must notify us as soon as possible before class finishes if someone other than yourself will be collecting your child.
- Children are not allowed to leave the class location unless accompanied by an adult, unless the child is permitted by you to travel to classes independently and we have been informed that such permission has been given.

Disciplinary Procedure For Students:

- 1) Anyone breaching this code of conduct will first of all be reminded of the rules
- 2) Repeated breaching of the rules may result in the removal from class, or the separation from other students, the student may be sat out.
- 3) Continuous breaching of the rules will result in parents being informed.
- 4) If there is no improvement, parents will be contacted again, and they will be invited to discuss the future behaviour of their child and agree joint strategies for monitoring.
- 5) In extreme circumstances, where physical violence, verbal abuse or intentional damage of property is involved, the above will be bypassed and parents will be contacted as a first step. Exclusion from classes may be considered.

Emergency Medical Treatment

All students, staff and clients give permission to any of the schools trained first aiders to make emergency decisions as necessary with regard to treatment received until, if necessary, emergency services are called. In the event of minor injuries, permission is given for trained first aiders to provide care until a parent or guardian arrives. You are also authorising Rhythmix to sign any medical documents which may be necessary for emergency treatment should the emergency contact not be available or get there in time. It is your responsibility to inform Rhythmix of any injuries or illnesses or changes in your health.

Bad Weather/Snow Policy

It is the studios' policy to make every effort to remain open whenever possible. However, in the event of disruption caused by heavy snow and/or particularly adverse weather, the prime concern of the school must always be the safety of the pupils, parents and staff. However, in the event of disruption caused by heavy snow and/or particularly adverse weather, the prime concern of the school must always be the safety of the pupils, parents and staff.

The decision to close the School will be taken by the Principal. The School will close if at least one of the following conditions apply;

- Conditions on site are dangerous
- Conditions are considered to be or are anticipated to later become too hazardous for travel

Staff will always make every reasonable effort to undertake the journey to the Studio. However, should the weather conditions be considered to be, or are anticipated to later become too hazardous for travel, all lessons for any teacher who is unable to make it to the studio will be cancelled.

Any decisions to close the School or cancel particular classes will be made as early as possible and updates will be provided to parents directly, in addition to updates to our social media accounts. In the event of bad weather, parents should check for any messages and our social media platforms before attempting to travel to the studio.

Any lessons cancelled due to adverse weather conditions will not be eligible for a refund or credit on account. We would endeavour to try and rearrange classes, and offer the chance to attend an additional class if we run one on a different day, however this may not always be possible.

Toileting Policy

At Rhythmix Academy Ltd we will endeavour to support your child at all times, however we cannot assist with intimate care.

Please read the below carefully and if your child cannot manage with this level of support, please do not leave them unattended at the studio. You will be required to join a parent participation (tiny) class so you can support your child's intimate care.

- If your child is under 5, at their request, a staff member will accompany them to the toilet.
- Our staff will not enter the toilet with them, they will stand outside.
- Our staff will encourage young children to NOT lock the door.
- Staff can offer verbal reassurance and instructions but cannot enter the toilet until a child is washing their hands.

Health and Safety Statement

- You must keep Rhythmix Academy Ltd up to date with all medical history and any changes.
- Emergency contact numbers will be available to access during class times, complying with our GDPR policy.
- It is your responsibility to inform us of any changes to emergency contact details.
- In the case of a fire, all staff have a clear understanding of the procedures.
- We undertake regular risk assessments at our premises.
- It is our responsibility to have appropriate first aid boxes within our premises. In the case of an incident, an accident report will be completed and signed by client or parent/guardian.
- There will always be a first aider available.
- Students will be supervised during class time only, parents must ensure the safety of their child getting to and from the studio and in the reception area.

Safe Touch Statement

Teaching dance, acrobatics, fitness and pole dance is a physical activity and appropriate physical contact between students and teachers in class is essential to training.

Teachers can make physical contact with a student to illustrate a concept or adjust an alignment or for safety in acrobatics and pole dance.

We recognise that this physical contact is a complex topic and fully recognise our responsibilities with regards to safeguarding students and teachers and protecting everyone's welfare.

We have the following principles and procedures in place to fulfil our obligations:

- Contact by the teacher to a student is made with particular awareness to the needs of the individual and to assist them.
- All teachers will treat physical contact with sensitivity and care with regards to the wishes of the student.
- Contact will not involve any force or any other instruments.
- Teachers will be mindful of location of spotting and assisting and will request permission from the student wherever possible. However, the student's safety particularly in acrobatics and pole dance is the teacher's first priority. In the event of tricks becoming unsafe teachers will do whatever is necessary to spot the student and assist them back to a safe position.
- Students are encouraged to discuss any concerns with teachers.
- Students and teachers should report any issues or concerns to our trained safeguarding staff, Emma Groves or Charlotte Hathaway.

Limitation of Liability & Disclaimer

- By entering these Terms, you hereby waive and release us from all claims arising from injury or illness of any manner resulting from participation in our Classes or Service, other than as a direct result of our negligence.

- Where you are aware of a mental or physical disposition that could affect you or your child's suitability for participating in our Classes or Services, you should seek professional medical advice in relation to the suitability of the class before attending, and we cannot be held liable for any claim arising from attendance at classes which are later deemed to be unsuitable.
- We accept no responsibility and cannot be held accountable for any loss or damage of personal belongings or property whilst attending a class or on the premises.
- Governing Law 18.1. The performance and interpretation of these Terms, disputes arising under it, are governed by the laws of England and Wales.

End of Terms

Schedule 1 : Class Fee's September 2024

These fee's are for our class enrolment monthly payments:

30 mins single genre class	45 mins single genre class	60 mins single genre class	90 mins single genre class
£5.50	£7.00	£8.00	£10

These fee's are for our trial classes:

30 mins single genre class	45 mins single genre class	60 mins single genre class	90 mins single genre class
£5.50	£7.00	£8.00	£10