

Intrepid Theatre CIC Terms and Conditions

1. Introduction

1.1 This section sets out the Terms and Conditions by which Intrepid Theatre CIC agrees to provide products and services to you and your child.

1.2 When you book or purchase any product or service from us, you are signifying your agreement to these Terms and Conditions, which you can request via email and are also available on our website www.intrepidinspires.co.uk. It is your responsibility to familiarise yourself with them before you book or purchase any product or service from us.

1.3 We reserve the right to modify, cancel or amend these Terms and Conditions and upon doing so shall provide you with notification that there has been a change. The current Terms and Conditions always appear on our Website. On renewal of Theatre Centre classes or purchase of any Intrepid Theatre CIC product or service, the most recent Terms and Conditions shall apply.

2. Theatre Centre

Try-out class

2.1 Your child can attend a try-out class, costing £7.50 before starting Theatre Centre. Please contact us to reserve their place. All children wishing to continue attending the classes are required to pay their fees in full before the next class. If your child attends subsequent classes after the try-out, you are automatically liable for a full term's fees, less the try-out fee, which becomes a free session, if you enrol for the term.

Payment Structure and Charges

2.2 We accept payment by bank transfer, standing order, cheque and cash. Details of how to pay for fees are given on the booking form.

2.3 Once fees become due they must be paid in full and on time.

2.4 Cancelled cheques or bounced cheques will incur further charges at the rate of £15 per cheque on top of our standings fees. In this event, customers are still liable to pay full fees.

2.5 If any payments are still outstanding at the end of term, additional administration fees will be charged.

Renewals

2.6 We required notice, in writing, 4 weeks before the end of each term if you plan to withdraw your child from our classes.

2.7 If we do not receive notice within this time period we will charge 50% of the forthcoming term fee, if you do not return to classes.

Waiting Lists

2.8 Once a class becomes full we will operate a waiting list. If your child is on a waiting list, this does not guarantee a place in a particular class.

Missed Classes

2.9 We do not offer refunds or add on additional classes or credits for classes missed under any circumstances.

Merchandise (Intrepid T-Shirts)

2.10 Every child attending Theatre Centre is required to wear our T-Shirt to class and for presentations.

2.11 Payment for the T-Shirt must be paid at the time of order or purchase, and paid in cash to the teacher. The cost per T-Shirt is currently £8.50 and can only be bought at class from your teacher.

Certificate of Achievement

2.12 Our certificates, with individual comments for every child are given twice a year, in the autumn & summer terms and are FREE.

Refunds

2.13 Intrepid Theatre CIC operates a no refund policy. In extreme situations refunds/credit notes may be considered at the discretion of the company.

Staff Changes

2.14 Intrepid reserves the right to change teaching staff at any time.

Unaccompanied Children

2.15 We do allow children to arrive & leave classes & activities unaccompanied only if the parent/guardian has given written permission that is signed and dated, beforehand. We do not recommend this permission is given to any child under 10 years old and your request is likely to be turned down by us, if you make a request for your child to arrive/leave our classes or activities if they are under 10 years old.

3. Holiday Activities

Payment Structure and Charges

3.1 We accept payment by bank transfer, standing order, cheque and cash. Details of how to pay for activities are given on the booking form.

3.2 Payment must be made in full, before the activity commences.

3.3 Cancelled cheques or bounced cheques will incur further charges at the rate of £15 per cheque on top of our standings fees. In this event, customers are still liable to pay full fees.

Refunds

3.4 Intrepid Theatre CIC operates a no refund policy. In extreme situations refunds/credit notes may be considered at the discretion of the company.

Try-out class

3.5 We do not offer try-out sessions on holiday activities.

Staff Changes

3.6 Intrepid reserves the right to change teaching staff at any time.

Unaccompanied Children

3.7 We do allow children to arrive & leave classes & activities unaccompanied only if the parent/guardian has given written permission that is signed and dated, beforehand. We do not recommend this permission is given to any child under 10 years old and your request is likely to be turned down by us, if you make a request for your child to arrive/leave our classes or activities if they are under 10 years old.

Classes & Activities General

4.1 Classes & activities start on time so please arrive a few minutes early to avoid disruption to classes. Any continuous lateness may result in the loss of your child's place. Any parent/guardian who is more than 15 minutes late in picking up their child will have to pay £5 for every 5 minutes thereafter charge must be paid in cash, on the spot, to the teacher. Although this might seem strict, please bear in mind that we do have classes running back to back and our teachers often have commitments after class is finished.

4.2 No parents or spectators are allowed into classes or activities at any times other than invited to our end of term presentations/shows. Parents/guardians are welcome to wait on the premises for the duration of their child's class but are also welcome to leave children in our supervision.

4.3 If your child is unable to attend a class or activity, please contact us immediately with the contact details provided on enrolment.

4.4 We reserve the right to remove any child from classes & activities should their behaviour be deemed consistently inappropriate or disruptive in any way. This is an agreed removal after a discussion with the parents/guardians of the child. There is no entitlement to a refund in these circumstances.

4.5 In the event of illness, we will contact parents/guardians using the telephone numbers listed on your child's booking form. In the event of an emergency, we will contact the emergency services as well as parent/guardians. It is your responsibility to keep us updated with changes of address and telephone numbers, and to be contactable during class/activity times.

4.6 Intrepid Theatre CIC will do everything within reason to ensure that no child leaves the premises during sessions. We cannot accept responsibility for children outside of designated activity times.

Birthday Parties

5.1 The purchaser of the birthday party workshop is responsible for providing a safe, clean space that is at least 7m x 7m and is clear of furniture (if its in your home) and balloons etc. For groups of 8 plus we ask that you hire out a suitable hall.

5.2 The purchaser of the birthday party workshop should provide Intrepid with the number of children participating and their ages and the birthday boy/girls name. (In order for all the children to enjoy our visit, the **maximum participating should not exceed 15**, including siblings and not including children younger than 4yrs).

5.3 The purchaser of the activity should provide Intrepid with the venue, the date and the time details at least two weeks in advance of the party.

5.4 Apart from the party leader, we strongly advise that parents and friends do not remain in the same room during the Intrepid's activities. The presence of adults can make children self-conscious and therefore more reluctant to join in. If parents are keen to watch, the last 15 minutes are the best time to do this.

Liabilities

6.1 General Disclaimer

For the avoidance of doubt, all our products and services are provided on an "as is" basis and save as expressly stated herein without representations, conditions, warranties or other terms of any kind, either express or implied, including, but not limited to, child development, non-infringement or title but excluding the implied warranties of satisfactory quality and fitness for a particular purpose.

6.2 Cancellations & Venue Changes

6.2.1 We reserve the right to cancel any classes, workshops, party, or any other service at any time up to and including the date the activity starts. Should this occur we will endeavour to give you at least seven day's notice and will attempt to offer you a viable alternative or will offer you a refund of any fee paid.

6.2.2 In the case where a venue that we are hiring that does not have a staff member present at the agreed time whilst our activity is due to take place and we cannot gain access to the building, we will at first seek reimbursement of monies paid for the activity from the owner of the venue or negotiate a new time and date for the activity to take place.

6.2.3 We reserve the right to change the venue or times of the class, after the class has been advertised. These changes will be minor – the new venue will be no more than 5 miles from the previous venue and the times no more than 15 minutes earlier or later. These cases are rare but sometimes the only option, especially in more rural areas where it is often difficult to secure the services of a teacher.

6.2.4 We accept children on the assumption that they are in good health and it is your responsibility to alert us to any medical complaint or history suffered by your child.

6.2.4 We do not accept responsibility for loss or damage arising from errors or omissions on the Booking Form whether completed by you or by another person in charge of your child at the time of completion.

6.2.5 We do not accept liability for death or personal injury to any child attending Intrepid Theatre CIC's activities or any activity related to Intrepid whether organised by Intrepid or otherwise save to the extent that such death or injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

6.2.6 We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child irrespective of whether such possessions might be used by you or the child for the purposes of any Intrepid activity save to the extent that such loss or damage shall be caused by the negligence or default of any member of our staff or any other default on our part.

6.2.7 We do not accept responsibility for any loss or expense due to circumstances beyond our control, including, but not limited to, delays in public transport, weather, quarantine, sickness, bereavement, strikes or other industrial action, terrorism, fire and riot.

6.2.8 Without prejudice to the other terms of this agreement, in no event (including our own negligence) will we be liable for

any:

- economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- loss of goodwill or reputation;
- any other special, indirect or consequential losses; or
- loss to third parties.

6.2.9 From time to time, photographs, film, video or audio recordings may be made during Intrepid Theatre CIC activities for publicity, promotional or broadcast purposes. Please inform us before any such event if you do not wish you or your child to appear or be identified in any such material.

6.3 General

6.3.1 These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your booking, purchase or use of our products and services superseding any prior agreements between you and us.

6.3.2 You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us, which is not set out expressly in these Terms and Conditions.

6.3.3 We shall not be under any liability for any failure to perform any of our obligation under these Terms and Conditions if we are prevented from or delayed in so doing due to any circumstances beyond our reasonable control, provided that if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the contract.

6.3.4 If any payments which are due under these Terms and Conditions are not made by their respective due date, interest shall accrue on the full amount outstanding at a rate of 8% above the base lending rate of the Bank of England from time to time, from the due date until the date of actual payment.

6.4 Contact

6.4.1 You may contact us by calling the relevant telephone number found on our Website, or by writing to us at the address outlined in your acceptance letter or email. We will be deemed to have received any communication from you, in the case of communication by telephone at the time of you speaking to a telephone operator or, in the case of communication by post, a correctly addressed letter sent by pre-paid first class post or recorded delivery post shall be deemed to have been received two working days after the date of posting.

6.4.2 We may contact you by post, telephone, email, text or fax. Notification sent to you by post will be deemed received by you within two working days. Any other notification will be deemed received by you within one working day.

6.4.3 It is your responsibility to ensure that we have current contact details for you and all adults authorised to pick up your child. You must also keep us apprised of any changes in the health or other relevant circumstances of you or your child.

6.4.4 We may accept any instructions, which are given to us regarding a child from anyone who is nominated as an authorised adult on the Booking/Renewal Form for that child.

6.5 Law & Jurisdiction

6.5.1 Any failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

6.5.2 If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.

6.5.3 Our relationship with you is subject to English law and you and we irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Updated, March 2009