

## (Updated November 2022)

Please read these terms and conditions (hereafter "**Conditions**") carefully. Edinburgh Festival Ballet School is a company limited by guarantee (registered in Scotland (SC588185) [and a registered charity (**Insert OSCR number**)] (hereafter "**EFBS**", "we", "us", "our"). We are located at 105 St Stephen St, Edinburgh EH3 5AB (hereafter the "**Premises**").

These Conditions apply for any EFBS classes, lessons, courses, and Intensives (hereafter the "**EFBS Course**") undertaken by Full Time, Pre-Full Time, Young Beginners Ballet, and EFB Summer Schools (each a "**Student**" and collectively "**Students**") who enrol with us. In these terms the Student and the parent(s) or legal guardian(s) of any Student (hereafter a "**Guardian**") are collectively referred to as "**you**", as the context requires. Students and Guardians are jointly and individually responsible under these Conditions.

Upon enrolling into an EFBS Course a binding contract is formed between you and us. Students' attendance at our EFBS Course will be strictly subject to full adherence to these Conditions. You are required to acknowledge your agreement to these Conditions for each Student enrolled with us by signing and returning an EFBS acceptance form (Full Time only) and an enrolment/application form (the "**Acceptance Form**"). Please note that if any Guardian or Student is in material or persistent breach of any of these Conditions, EFBS reserves the right immediately to terminate the contract with you and/or exclude the Student from attending further EFBS Course and classes at EFBS on a temporary or permanent basis in accordance with clause 9.

## 1. Student Fees & Payment

**1.1** A fee is charged for the course the Student is enrolled in with us (hereafter "**Student Fees**"). Student Fees must be paid for by you in accordance with clause 1.4, on a termly basis in advance. Invoices must be settled by the payment date on the invoice and as follows:

- Initial Sign Up - a deposit must be paid on enrolment.
- Term 1 must be paid no later than 1. August
- Term 2 must be paid no later than 1. Dec
- Term 3 must be paid no later than 1. April

**1.2** As prices are fixed, fees remain payable in cases of absence from EFBS. There are no reductions or refunds for missed EFBS Course under any circumstances (including injury, sickness or holidays). A refund will not be provided if EFBS Course have to be cancelled due to reasons outside our control, such as illness of the teacher, fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat or incident ("**force majeure**"). In the event of force majeure, we will use reasonable efforts to reschedule the EFBS Course, but we cannot guarantee that classes will be rescheduled.

**1.3** Please note that all School Fees are subject to change at any time on a term-by-term basis. Up to date fee tariffs will be published on the EFBS website at <http://edinburghfestivalballet.com> (hereinafter the "**Website**")

**1.4** Payment conditions and charges are as follows:

- a. Cash, cheque, BACS and online card payments are the only acceptable forms of payment (in pound sterling only). No other method of payment may be used.
- b. Any cheques that bounce or are stopped (i.e. return to us as unpaid) will incur an additional charge of £20.
- c. Post-dated cheques will incur a £10 administration fee (if you plan to post-date your cheques (for a maximum of 10 working days beyond the payment due date), please ensure you add this to the total amount of the cheque in advance to avoid us having to invoice you separately for the same).
- d. Cash payments must be in a sealed envelope with the Student's name written on the front for the exact amount invoiced and no change will be given.
- e. BACS payments must state the relevant Student's first 3 letters of forename and first 3 letters of their surname as the payment reference and any failure to do so may result in the invoice being treated as unpaid as we may be unable to ascertain which Student the payment has been made in respect of.
- f. Online payments paid automatically to EFBS's nominated bank account via Stripe Connect (or any other similar technology used by EFBS from

time to time) are payable via our Website at <https://www.edinburghfestivalballet.com/feepayment>.

- g. We do not usually provide receipts upon payment; however we are happy to do so by request.

**1.5** We will issue a written notice to you if payment has not been received in accordance with these Conditions. Failure to pay in line with these Conditions will result in the Student being excluded from classes until full payment is received and EFBS reserves the right to ask the Student to leave a class if the School Fees remain outstanding after the start of term.

**1.6** In the event of withdrawal or cancellation, EFBS will offer the following refund if you cancel within 14 days of the date you return the Acceptance Form in accordance with clause 2.1 below. In all other circumstances, School Fees are non-refundable.

## 2. Cancellation and Amendment

**2.1** In the event you change your mind, you have 14 days from the date you return the Acceptance Form to us, to cancel your enrolment on any EFBS Course. You must tell us in writing that you wish to cancel the EFBS Course within that 14 day time period, otherwise clauses 2.2 and 2.3 will apply. If you notify us in writing within 14 days of the Student's acceptance, the EFBS Course has not commenced and the Student has not attended any classes, we will refund you the deposit and any School Fees already paid, less any reasonable administration fee or accrued costs. If you fail to inform us of your written cancellation in accordance with the time limit, the deposit and any fees paid will be non-refundable.

**2.2** Once the EFBS Course commences, if you intend to withdraw as a Student from EFBS or change EFBS Course that the Student undertakes, you must provide us with at least one full term's notice in writing by letter or email to our Deputy Principal ([caroline@edinburghfestivalballet.com](mailto:caroline@edinburghfestivalballet.com)). These requests will be reviewed by EFBS and you will be contacted with the outcome of the decision. Students cannot change to another EFBS Course without written confirmation from us. The withdrawal or change will take effect from the beginning of the next term. Term dates will be sent via circular correspondence in advance.

**2.3** For the avoidance of doubt: there is no right to withdraw or change an EFBS Course midway through a

term – if you fail to give notice of your intention to withdraw or change EFBS Course by the withdrawal or cancellation deadlines, the withdrawal or change will only take effect after the next full term (for example, if you notify us midway through Term 1, the change will not take effect until Term 3.)

## 3. Students

**3.1** Students must follow all instructions and rules including those in relation to punctuality, presentation and behaviour (in accordance with all EFBS policies issued to Students and Guardians, including the "Lateness Policy", "**Absence & Injury Policy**", "**Uniform List**", and "**Acceptable Behaviour Policy**" any codes of conduct and updated from time to time (collectively the "**Policies**"). The Policies will be issued to Students and Guardians via email upon enrolment. Students and Guardians observe and comply with our Policies and a failure to do so will be considered a material breach of these Conditions and may result in the Student being excluded from attending further classes at EFBS on a temporary or permanent basis.

**3.2** Disruptive, disrespectful or antisocial behaviour on or around the EFBS Premises, online, will not be tolerated (whether before, during or after classes) and EFBS reserves the right to exclude that Student on a temporary or permanent basis at its sole discretion.

**3.3** Students and Guardians should refer to the EFBS "Absence & Injury Policy" and notify the Principal and/or the teacher as appropriate regarding any absence of the Student. In the event of prolonged illness or injury a doctor's note / medical certificate is required, as outlined in our **Absence & Injury Policy**.

**3.4** Upon entry to the Premises, all Students (and visitors) must sign-in to mark attendance and for safety and security purposes. Students will be marked as attended in instances where the Student watches a class rather than actively participates. A register of absence and injury (the "**Absence & Injury Register**") Full Time Students only)) will also be maintained.

**3.5** Students will be expected to wear appropriate uniforms during classes (in accordance with to the EFBS "Uniform List"), except with the prior written consent of the Principal.

**3.6** Long hair should be neatly tied back for all classes and groomed in a classical ballet bun for ballet classes.

**3.7** Rosin or any other powder should not be used in any of the studios at the Premises, as this will cause damage to our floor.

**3.8** Body or hair oil should not be worn (it makes the floor slippery and dangerous).

**3.9** No jewellery is to be worn by Students in class, except for stud earrings.

**3.10** Students may bring water to classes as it is important to stay hydrated. However, there is strictly no chewing gum, food or drink of any other kind is permitted inside the studio at the Premises (unless specifically requested by a member of staff). There is also no smoking, alcohol permitted on the Premises.

**3.11** Students are responsible for any personal property brought to the Premises. EFBS will not accept any responsibility for any losses or damage to personal property incurred on the Premises.

**3.12** Students enrolled at EFBS may not attend other dance classes, including but not limited to summer intensives, unless prior written permission has been granted by the Principal. This includes engagement with third party dance companies.

**3.13** The Student understands that the content of the course has been carefully curated to transform them into high level professional dancers that will be competent in a wide variety of dance styles and skills.

**3.14** The Student understands and agrees that EFBS is responsible for selecting the classes and course content available for the Student to undertake and such classes are compulsory. The Student cannot tailor or elect which classes or lessons to be undertaken unless formally agreed in accordance with clause 2.

**3.15** Students must not allow access to persons who have no business on the Premises.

**3.16** Students must only access the Premises within their scheduled hours, and never after hours unless they have consulted with, and obtained permission from, the Principal prior to doing so.

#### **4. Permissions (Medical & Photographs)**

**4.1** You understand that in order to get the most out of the course and training the Student must be receptive to feedback and agree that teachers at EFBS may use tactile feedback as instruction with Students to support verbal feedback where appropriate. Full Time Students in the third year (Peter Schaufuss Diploma Course) will receive pas de deux training. If you have any concerns regarding

this matter, please contact the Principal or General Manager in accordance with clause 10.

**4.2** A basic first aid kit is kept on the Premises. Unless a letter advising to the contrary is received in writing from the Student or in the case of any Students under 18, the Guardian, acknowledges and agrees that an authorised staff member at EFBS may administer immediate and / or necessary first aid on the Student if the occasion arises whilst the Student is on the Premises (including but not limited to emergency medical treatment). However, to the fullest extent permitted by law (and subject to clause 8.1), teachers and EFBS shall not be responsible for any injuries or accidents taking place on the Premises that are outside our reasonable control.

**4.3** If you wish to opt out of this first aid treatment you should notify us in writing. Students / Guardians are able to withdraw consent at any time.

**4.4** Students must complete and return an emergency contact form, register with EFBS' performance health consultant, as well as complete and return a general health form to EFBS prior to attending EFBS Course.

**4.5** Students (and / or Guardians) are solely responsible, if the Student needs to take any of their own medication (whether self-administered or otherwise) whilst on the Premises. Teachers or an appropriate representative of EFBS must be informed, but EFBS accepts no responsibility for administering such medication (and/or the effects of the same).

**4.6** Students must consult with EFBS and its healthcare team before consulting or attending any non-emergency treatment / training: physiotherapists, osteopaths, masseurs, personal trainers etc.

**4.7** The Student understands that the training and its related activities such as, but not limited to, choreography, conditioning, exercises, contemporary, performing et al. are strenuous, difficult and challenging.

**4.8** The Student should advise us about any existing injury, or other physical or mental health problems, at the start of each class. Students with an existing injury or condition attend at their own risk. We recommend that you follow medical advice with regard to suitability of the class content with reference to your particular injury.

**4.9** Students are advised to consider taking out insurance against withdrawal due to (a) personal injury / illness or requiring medical treatment or hospitalisation; or (b) due

to personal or family reasons which might prevent them completing the course.

**4.10** In accordance with our legitimate interests and your instructions contained in the Media Permission Form (attached to the Acceptance Form), EFBS shall be entitled:

- a. to permit the recording and photographing by staff (or by third party photographers or filming companies on behalf of EFBS) of Students and audience members during an open class or show or other event;
- b. to record or photograph Students for educational purposes, including assessments and examinations;
- c. to use any photography of footage to produce a range of published material and online information for marketing purposes, which may include usage on our Website and social media; and
- d. where any photographs or footage has been taken, to sell DVDs and photographs of Students.

**4.11** Furthermore for security reasons the Student also understands and acknowledges they will be recorded on the CCTV at the Premises.

**4.12** The Student (or Guardian where the Student is under 18) understands and agrees to take part in the EFBS Course, assessments, open classes, shows or other events organised by EFBS and, as part of such participation, understands and acknowledges that photographs, videotape, digital recordings and other imagery in electronic and print format will be collected which could reveal the Student's name and identity. This footage and imagery may then be used by EFBS in accordance with the purposes outlined in clause 4.10 and the Media Permission Form, both publicly and privately and the Student (or Guardian where the Student is under 18) agrees to the use of information in this way, unless the Student explicitly opts out.

**4.13** For more information on how EFBS will use your information, please see our privacy notice at:

<https://www.edinburghfestivalballet.com/privacy-policy>

**4.14** EFBS will use images and footage of Students in line with any valid and active Media Permission Form provided at the time of acceptance. We will also notify you when photographic or filming sessions take place (including by notices and signs at the Premises on the day of such sessions, but where possible, in advance). You must tell us if you want to opt out, prior to these sessions taking place.

If the Student indicates they do not want to take part in a particular photographic or filming session, we will respect that where possible.

**4.15** You may opt out if you change your mind or do not want us to use footage and imagery, by notifying us in writing of your decision or as detailed on our Acceptance Form. If you have any questions, please contact us by email or by telephone.

**4.16** In the event you wish to opt-out, the image or footage of the Student will not be used in any future publications, printed prospectus, programmes or materials after you have informed us of your decision to opt-out, but may continue to appear in publications or materials already in circulation. For the avoidance of doubt:

- e. Students may not opt out of footage or imagery required in connection with the Student's assessment by the relevant authority;
- f. images and footage in any materials or purposes outlined in 4.10 (a) to (d) before you have told us of your decision opt-out, cannot be guaranteed; and
- g. while we will make reasonable efforts to remove your image from video footage of shows, events and performances, we cannot guarantee all images will be removed from group imagery or footage.

## 5. Assessments, Showcases & Performances

**5.1** The Student can expect the following during assessments, showcases and performances:

- a. These will be video recorded so they can be assessed by the relevant authority.
- b. Uniform / costume, hair, jewellery and make-up must be appropriate. If in doubt consult with the teacher.
- c. It is expected that all Students attend their assessments. Failure to do so will be considered a breach of these Conditions.
- d. If for reasons outside of the Students control they are unable to attend: (e.g. illness, family emergency, injury) we will reschedule their assessment. If a Student fails to complete rescheduled assessment they may not be able to continue with the course.

- e. The Student understands when performing in showcases / performances / assessments, they must act professionally and will be held to a professional standard by the EFBS Team.

**5.2** There is no guarantee that Students will be hired for performances with Edinburgh Festival Ballet Company. Students may pursue opportunities with third party dance companies whilst enrolled with us. Where the Student is selected or engaged to perform as part of Edinburgh Festival Ballet Company, or any third party dance company, separate terms and conditions will apply. EFBS will not be responsible for the Student in any way while the Student is engaged by with a third party dance company, including any preparations, tours or performances in that capacity.

## 6. Parents and Guardians

**6.1** It is the Guardian's responsibility to ensure and be satisfied that the Student is fit and healthy to attend classes at EFBS.

**6.2** Attendance of classes by anyone other than Students, is by invitation or prior appointment only.

Please contact our Principal or the Administrator at the contact details at clause 10.2 below to make requests.

**6.3** Guardians should ensure that Students are punctual for classes (in accordance with our "Lateness Policy").

**6.4** There is strictly no smoking or alcohol permitted at all on the Premises.

**6.5** Guardians are responsible for all minors on the Premises that are not Students in a studio taking a class. Children under the age of 11 years should never be unaccompanied on the Premises.

**6.6** Guardians are allowed access to the common areas of the Premises after the hours of 17:00 Monday through Friday and during the weekends if your child has classes scheduled.

**6.7** EFBS will not tolerate threatening or aggressive behaviour for any reason, including where staff are acting to enforce these Conditions. If, in EFBS' opinion, a Guardian of a Student acts in a threatening, aggressive or otherwise inappropriate manner towards any member of EFBS staff, any Student or other parent or third party, such behaviour will be considered a material breach of these Conditions. EFBS reserves the right at its absolute and sole discretion to terminate the contract in accordance with clause 9.

**6.8.** If any Guardian fails to follow these Conditions or attempts to prevent any EFBS staff member from seeking or attempting to enforce these Conditions, EFBS reserves the right immediately to terminate the contract in accordance with clause 9. and/or exclude the Student from attending further classes at EFBS on a temporary or permanent basis.

## 7. Slander & Bullying

**7.1** At EFBS we strive to create a safe and inclusive environment built on respect with the aim to nurture the talents of our Students therefore none of the following will be tolerated:

- a. Any bullying of fellow Students, colleagues, members of staff or occupants of the Premises, this includes cyberbullying on social media and failure to comply with our Policies relating to acceptable behaviour or bullying.
- b. Any slander about EFBS, the school, its Students, members of staff or occupants of the Premises in the media, or via social media.
- c. Severe and / or recurring offences are will constitute a material breach of these Conditions and may result in the Student being excluded from classes on a temporary or permanent basis, at the sole discretion of EFBS.

## 8. Liability

**8.1** . EFBS has obtained insurance cover in respect of its own legal liability under these Conditions and the limits and exclusions in this clause reflect the insurance cover EFBS has been able to arrange. You are responsible for making your own arrangements for the insurance of any excess loss.

**8.2** References to liability in this clause 8 include every kind of liability arising under or in connection with the Conditions, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**8.3** Nothing in these Conditions shall limit EFBS' liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence, or any other liability which cannot be excluded at law.

**8.4** Subject to clause 8.3, EFBS' total liability under these Conditions to you for all other loss or damage shall not

exceed the School Fees paid to EFBS in the 12 months prior to the event giving rise to the claim.

**8.5** EFBS is not liable and accepts no responsibility for any indirect or consequential damages or losses to you including:

- a. any loss or damage of personal belongings or property whilst on the Premises;
- b. any injuries to the Student sustained whilst participating in a dance class on the Premises or online class, or the administration of any first aid or medical treatment (and/or the effects of the same) in accordance with clause 4.2 and 4.5;
- c. any injuries or accidents to the Student, Guardian or any other child or guest whilst on our Premises;
- d. any loss, damage or injury to Students engagement with a third party dance company, including any rehearsals, tours or performances in that capacity;
- e. any loss, damage or injury to the Student, Guardian or any other child or guest contracting Covid-19 (or any other infectious disease) whilst on the Premises;
- f. any security, privacy and data loss or damage arising through access or use of third party platforms in connection with online classes.

**8.6** You waive and release EFBS, its employees, contractors, sub-contractors, and all related participants from any and all claims and causes of action now or in the future, for any loss, damage, personal injury, or death occurring to the Student arising out from, relating to or in connection with and of the circumstances outlined in clause 8.5 (a) to (f) above.

**8.7** If we delay in taking steps against you in respect of any breach of these Conditions, it will not prevent us taking steps against you at a later date.

**8.8** These Conditions are enforced pursuant to applicable laws and the licence terms on which EFBS is able to run their school at the Premises as well as for the amenity of other users of the Premises. These Conditions are governed by the laws of Scotland and the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation.

**8.9** If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and

enforceability of the rest of these Conditions. A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

## 9. Termination

**9.1** Without affecting any other right or remedy available to it, EFBS may at its sole discretion, with immediate effect by giving written notice to you, terminate the contract and/or exclude the Student from attending further classes at EFBS on a temporary or permanent basis if:

- a. you are in material or persistent breach of any of these Conditions;
- b. you threaten, intimidate or abuse one of our teachers, employees, students or other guests at the Premises or otherwise fail to behave in an acceptable manner;
- c. you fail to pay any amount due under these Conditions (and you still do not make payment after we remind you that payment is due);
- d. the financial position or personal circumstances, of the Student or Guardian deteriorates so far as to reasonably justify the opinion that your ability to give effect to these Conditions is in jeopardy.

**9.2** If EFBS terminates these Conditions for the reasons in 9.1(a) to (d) you are not entitled to any refund of School Fees already paid to us. You will also be responsible for settling any outstanding amounts with us within 14 days of our notice to terminate, or any other timescales specified in the notice. EFBS reserves the right refund you any other circumstances, provided that we shall be entitled to keep a proportion of the School Fees paid to cover our reasonable costs.

## 10. Communications and Other Information

**10.1** EFBS makes every effort to ensure effective communication with its Students and we would ask that you give due attention to our communications, which often contain essential information, in order to ensure the effective running of our school. If you require any clarification or further information, please contact the relevant staff member.

**10.2** The first point of contact for any enquiries, suggestions, concerns or requests should be to either the Deputy Principal ([caroline@edinburghfestivalballet.com](mailto:caroline@edinburghfestivalballet.com)) and / or our General Manager ([lee@edinburghfestivalballet.com](mailto:lee@edinburghfestivalballet.com)).

**10.3** If, despite our best intentions and efforts, you feel unhappy with any aspect of our service and facilities please email or write to us with your comments, suggestions or complaints. An email should be written to our Deputy Principal and/or our General Manager. EFBS will not enter into any discussion concerning enforcement of these Conditions.

**10.4** Additional rules and guidelines or updates to these Conditions may be published from time to time. We will notify you of any updates, and will be available from our Website. You (or your child's) continuing attendance at EFBS will amount to acceptance of such updated Conditions.

## 11. Privacy Policy

EFBS will only use your personal information where we have a legal basis to do so, as set out in our privacy policy. A full copy of our privacy policy can be found on our Website.

## 12. Covid-19 and any other infectious disease

**12.1** We have adopted the procedures and precautions outlined in this clause in light of the Covid-19 pandemic. We are mitigating risk as much as possible, including by implementing rigorous cleaning, social distancing and online classes. EFBS reserves the right to update these procedures in response to government public health guidelines and / or restrictions.

**12.2** No refund will be provided in the instances (a) to (e) below., but in the event of (a), (b) or (c), a live Zoom class, or online material may instead be provided to the Student:

- a. Student / teacher within your 'bubble' has a suspected / confirmed case of Covid-19 (or any other infectious disease) and it becomes necessary for the whole 'bubble' to isolate and therefore classes do not operate;
- b. classes have to be cancelled because a teacher has to self-isolate and EFBS is unable to find a suitable cover teacher.

- c. Student is unable to attend classes because they have to self-isolate, we will in this instance do our best to accommodate them online, although this might not always be possible.
- d. a Student arrives after their class start time and is therefore not allowed into the studio at the Premises.
- e. we are unable to operate classes in the Premises due to government restrictions to limit the spread of Covid-19 (or any other infectious disease).

**12.3** The Student acknowledges that EFBS cannot guarantee, despite its efforts, the Student will not be exposed to or infected with Covid-19 (or any other infectious disease) while at our Premises.

**12.4** The Student understands that the risk of exposure or infection may result from their own or others acts, omissions or negligence, for example other Students or their families. The Student, Guardian and any other person attending our Premises must comply with all of our procedures and precautions to reduce the spread of Covid-19 (or any other infectious disease). EFBS accepts no responsibility in the event that someone who has attended the Premises contracts Covid-19 (or any other infectious disease). To the greatest extent permitted by applicable law, the Student waives and releases EFBS, its employees, contractors, sub-contractors, and all related participants from any and all claims and causes of action that they now have or may have in the future, for any loss, damage, personal injury, or death occurring to the Student arising out from, relating to or in connection with contracting Covid-19 (or any other infectious disease).

**12.5** If the Student or anyone else in your household has an underlying health condition which means they would be at higher risk of being severely ill if they were to contract Covid-19, or has to shield for any other reason, then at this stage, we do not recommend that the Student attends dance classes as although we are mitigating risk as much as possible, the Student will be inside with a number of people and there is still limited research about spread in indoor environments.

### 12.6 Symptoms & Isolation

- a. If the Student has symptoms / suspected / confirmed case of Covid-19 (or any other infectious disease) then you agree to inform us immediately so that we can inform the rest of

your 'bubble'. This also applies if a member of the Student's family or someone with whom they have been in close contact has symptoms.

- b. The Student (must not attend classes if they have Covid-19 symptoms:- high temperature (– 38 degrees C and above);
- i. persistent dry cough; loss of / change to sense of taste / smell; shortness of breath. This also applies if a Guardian or member of the family or someone with whom they have been in close contact has symptoms, or if they have been advised by NHS Test & Trace as 'a close contact' to isolate at home. If in any doubt isolate and get tested in accordance with government guidelines.
- c. If the Student develops any or all of the above Covid-19 symptoms while in the Premises, then the Student (or Guardian) must notify the teacher and make arrangements to return home immediately.
- d. If the Student has travelled internationally or to a highly impacted area, then the Student must isolate and / or comply with any additional measures specified in government public health advice.

**12.7** The Student acknowledges and understands that they may be required periodically to take a COVID-19 Lateral Flow Test in accordance with government guidelines.

### **13. Online Classes**

**13.1** Students participate in online dance classes at their own risk. If you are participating in a Zoom class at home while other students are at the Premises, we advise that you take extra care in selecting which exercises are suitable for your environment. In particular with deliberate consideration of flooring and space. Additionally you understand that while best efforts will be made to accommodate the Student, the class will be tailored to the students in the studio.

**13.2** Students should participate in online classes under a suitable level of adult supervision (i.e. at the discretion of the Guardian in consideration of the age of the Student and bearing in mind that EFBS will not be able to act 'in loco-parentis').

**13.3.** Appropriate security and privacy settings should be set on your home internet and device.

**13.4** Students should wear suitable dance clothing and footwear.

**13.5** Hair and jewellery should be consistent with the terms outlined in clause 3.5 and 3.8.

**13.6.** Please ensure you clear a safe space in which to dance. Move away any sharp or breakable objects and try to make flooring as suitable as possible.

**13.7** The class is intended for only the Student who is enrolled, not other family members / friends who may not be of the appropriate ability. Students should perform movements suggested by the teacher at their own discretion and should not attempt any movement which they don't fully understand or feel confident executing. If you feel a movement or exercise is unsafe due your conditions, it is the Student's responsibility to let the teacher know, who will use reasonable efforts to modify accordingly.

**13.8** Any Student with an existing injury participates at their own risk. We recommend that you follow medical advice with regard to suitability of the class content with reference to your particular injury. We should be advised about any existing injury at the start of each class the Student attends.

**13.9** As we are not able to administer first-aid during online classes, you are responsible for making your own first-aid provision.

**13.10** EFBS accepts no responsibility for any injury sustained or damage to personal property in the event that the Student who attends online classes.

**13.11** Whilst only those Students who are enrolled in our classes will be given access to participate, access to Zoom or any other online platform is subject to that providers own terms and conditions and provided on an "as is" basis. EFBS does not warrant those online platforms are current, accurate or complete and your access is at your own risk. We take no responsibility for any security / privacy / breach of data issues which may arise through use of Zoom or any other online platform.

**13.12** The Student releases EFBS, its employees, contractors, sub-contractors, and all related participants, from any and all claims and causes of action that they now have or may have in the future, for any loss, damage, personal injury, or death occurring to the Student arising out from, relating to or in connection with attending any online classes.



# EFBS Terms & Conditions

## Students

**13.13.** If a technological issue arises, regardless of how this arises, which results in the Student missing or being late for a class, unfortunately, we will not be able to offer refunds / transfer fees or offer make-up classes.

**13.14.** Film footage or photographs of the Student's class may not be posted on your own personal social media or shared publicly, unless the image is of **only** the Student and / or the teacher, however you must first seek the teacher's permission prior to publishing any image / video.

**13.15** We may use still and moving images of the Student participating in an online dance class for marketing purposes which may include usage on social media, in accordance with clause 4.10 of these Conditions. By accessing the online class, you agree to be filmed or recorded in this way, unless you tell us you want to opt out. If you have any questions, please contact us.