



# Terms & Conditions of Service

DYNAM-NIC DANCE LIMITED

Our terms and conditions of service is the agreement between Dynam-nic Dance Limited (“**DN Dance**”, “**DN Dance Babies**”, “**us**”, or “**we**”) and its customers (“**you**”) for the provision of dance classes. This document, together with our Code of Conduct ([Schedule 1](#)), 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.

## 1. Provision of Classes & Services

- 1.1. We operate a weekly rolling timetable of classes throughout 42 weeks of the calendar year (our “**Classes**”). In addition, we run other services such as holiday clubs, birthday parties, exams, workshops, shows and events (“**Services**”) on an irregular basis.
- 1.2. 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.
- 1.3. 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.
- 1.4. If we are unable to reschedule a cancelled Class, your next bill will be automatically credited to the value of that missed class.
- 1.5. 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.
- 1.6. 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.

## 2. Class Enrolments

- 2.1. Our class enrolments work on a monthly rolling basis (the “**Billing Period**”).
- 2.2. The first day of each Billing Period is the 23<sup>rd</sup> day of the month and the last day of that Billing Period is the 22<sup>nd</sup> day of the subsequent month.
- 2.3. Class enrolments will automatically renew on the first day of each Billing Period.
- 2.4. Upon entering the first day of a new Billing Period ([paragraph 2.2](#)), you are deemed to have committed to your class enrolment(s) for the duration of that Billing Period.

- 2.5. You can cancel your class enrolments by providing **Notice of Cancelation** as per these Terms.

### **3. Annual Timetable & Holidays**

- 3.1. We operate Classes throughout 42-weeks of the calendar year.
- 3.2. We take 10-weeks off per year, which generally fall during the Edinburgh School Holidays.
- 3.3. Our holiday weeks typically includes 2 weeks at Easter, 5 weeks for Summer, 1 week in the October break, and 2 weeks for Christmas.

### **4. Taster Classes**

- 4.1. We offer taster classes (“**Tasters**”) so you can try a class before committing to join that class on a continuous monthly rolling basis.
- 4.2. After completing your Tasters, you will be issued an invoice (your “**Enrolment Invoice**”) which covers the remaining classes of the current Billing Period.
- 4.3. Upon paying the Enrolment Invoice you are committing to a rolling monthly enrolment in that class (your “**Class Membership**”).
- 4.4. Taster bookings must not be used as a means of attending classes on a Pay-As-You-Go basis. After completing your Tasters, you must either sign up to the Class Membership or contact us to cancel your enrolment.
- 4.5. You are not permitted to purchase consecutive taster bookings for the same class. If Taster bookings are made for the same class repeatedly, your enrolment in that class will be suspended until the full monthly payment is made.

### **5. Class Fees**

- 5.1. Class fees are charged at a fixed monthly rate (**Schedule 2**). The rate is based on splitting the cost of 42 weeks of classes per annum into 12 equal monthly payments (your “**Class Membership Fees**”).
- 5.2. Your Class Membership Fees are payable on every month of the calendar year, including July, because the cost of classes is spread evenly throughout the year.
- 5.3. Your Class Membership Fees will be the same price each month, including July, regardless of the number of class weeks or holidays in that month.
- 5.4. If you cancel a Class Membership, and then renew that Class Membership within 3 months of cancellation, you will be charged for an extra month as a re-enrolment fee.
- 5.5. 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.

- 5.6. In exceptional circumstances we may, at our discretion, pause or reduce Class Membership Fees on a temporary basis. Exceptional circumstances could include things such as, extended absence due to a medical condition, 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.
- 5.7. If you have held a Class Membership for less than 12 consecutive months and you cancel the Class Membership prior to paying the July instalment, you may be charged a cancellation fee.
- 5.8. We reserve the right to review and amend our Class Membership Fees at our discretion. This typically happens annually in January.

## 6. Direct Debit

- 6.1. Class Membership Fees are collected by Direct Debit using GoCardless.
- 6.2. 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.
- 6.3. We will schedule only your Class Membership Fees to be collected by direct debit. We will not schedule any other invoices for any other Services for collection by direct debit without seeking your permission first.
- 6.4. The Class Membership Fees are submitted to our direct debit service provider on the first day of each Billing Period (as defined in paragraph 2.2) and will be scheduled for collection on the first working day of the subsequent month (the “**Payment Date**”).
- 6.5. Direct debits will not be reversed or refunded after they have been submitted for processing, except in the case of a billing error.
- 6.6. If you are a new customer, you will be required to sign up to our direct debit facility after completing your Tasters. The instructions for signing up will be included on the email that accompanies your Enrolment Invoice.
- 6.7. If you have any queries relating to payments that are scheduled for, or have been collected by, direct debit, you can contact [accounts@dnstudios.co.uk](mailto:accounts@dnstudios.co.uk) and we will always seek to resolve the matter with urgency.
- 6.8. You are protected by the Direct Debit Guarantee (below), meaning you have control over your direct debit mandate and can cancel it directly via your bank or banking app at any time.

## 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.

6.9. However, by cancelling your direct debit mandate, you will effectively be cancelling your Class Memberships. Upon doing so, you risk lose your space in the class. We always recommend contacting us first to discuss and resolve any issues directly.

## 7. Transferring Between Classes

7.1. 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.

7.2. 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.

7.3. Transferring between comparable classes would not impact your Class Membership Fees.

7.4. You are not permitted to transfer your Class Membership in one style of dance to a Class Membership in another style of dance.

7.5. 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 **Taster Classes** in the class you wish to start.

## 8. Notice of Cancellation

8.1. To cancel a Class Membership, please email [accounts@dnstudios.co.uk](mailto:accounts@dnstudios.co.uk) to inform us of your intention to cancel. Included in the email should be the student's full name and the class details that you wish to cancel.

8.2. Notice of cancellation received on or after the first day the of a Billing Period will take effect after the last day of that Billing Period (defined in paragraph 2.2).

8.3. Upon submitting notice of cancellation, your Class Membership(s) will continue for the remainder of the current Billing Period. You will be able to continue attending classes until the last day of that Billing Period.

8.4. Where notice of cancellation is received after the first day of a Billing Period and before the Payment Date for that Billing Period (defined in paragraph 6.4), class fees will still be

due for payment and your Class Membership will continue for the duration of that Billing Period (as per paragraph 8.3).

- 8.5. To cancel any other Service, please email [accounts@dnstudios.co.uk](mailto:accounts@dnstudios.co.uk) to inform us of your intention to cancel. Your right to refunds in the event of cancellation is set out below.

## 9. Refunds

- 9.1. Class Membership Fees are non-refundable and will not be adjusted or reduced for any planned or unplanned absences (paragraphs 5.5 & 5.6).
- 9.2. If you cancel a Service that you have booked with us, any prepaid deposit for that Service will be non-refundable.
- 9.3. 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.
- 9.4. 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:
  - 9.4.1. **Dance exams** – notice of cancellation must be given before the exam entry submission deadline that we notify to you when inviting you to participate in a dance exam. 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.
  - 9.4.2. **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 non-refundable.
  - 9.4.3. **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 show box-office.
  - 9.4.4. **Holiday Clubs, Workshops, Parties, & Other Services** – notice of cancellation must be given no later than 4 weeks before the start date of the Service. In such cases, the full balance less the standard deposit for this Service will be refunded. Cancellations made less than 4 weeks before the start date of the Service will not be refunded.

## 10. Promotions & Discounts

- 10.1. We may, at our own discretion, choose to offer promotional and/or discounted rates (“**Promotions**”) to new and/or existing customers.
- 10.2. Such Promotions are available for the purposes, and for the duration, that we specify in our communications about those Promotions.

- 10.3. We will not backdate, refund, or retrospectively apply Promotions to bookings that were made before the Promotion was launched or after the Promotion expired.
- 10.4. We offer Tasters at a reduced rate for promotional purposes. Such rates are reserved for Tasters only.
- 10.5. We apply multi-class discounts to our Classes at our discretion, as per [Schedule 2](#).

## **11. Student Conduct & Turnout**

- 11.1. Students are expected to conduct themselves in accordance with these Terms and the Dancer Code of Conduct ([Schedule 1](#)).
- 11.2. Where there is a designated uniform for a class, students must wear that uniform for that class, except with our prior consent.
- 11.3. Students' hair should be worn in the manner appropriate for the class. A ballet bun is preferred for all ballet classes, but not compulsory. As a minimum, long hair should be neatly tied back in a ponytail for all classes.
- 11.4. Disruptive, disrespectful, and/or antisocial behaviour during classes, or on the class premises, will not be tolerated. In such instances, we reserve the right to suspend or exclude any student from participating in Classes on a temporary or permanent basis, at our sole discretion, and without refund.
- 11.5. We have set out clear values ([Schedule 3](#)) and expected behaviours for our students, which we will ensure students observe during classes and when under our care. However, we shall not be responsible for student conduct at any time when outside of our care, including through their interpersonal relationships via messaging and social media channels.

## **12. Guidance for Attending Classes**

- 12.1. 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 items may get lost or taken home by another student. We are not responsible for lost items of property.
- 12.2. Students should stay hydrated and may bring water to classes. However, no other food or drink is permitted inside the dance studios, unless prior consent has been given.
- 12.3. 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.

### **13. First Aid & Medical Conditions**

- 13.1. All our dance teachers are trained in Emergency First Aid and renew their training periodically in line with the national minimum requirements.
- 13.2. A basic first aid kit is kept on the premise of every DN studio. Where DN classes are held at premises not owned or operated by us, the teacher will personally hold a first aid kit.
- 13.3. To the fullest extent permitted by law, DN Dance and our teachers shall not be responsible for any injuries or accidents that occur, which are outside of our reasonable control.
- 13.4. Where a student has a medical condition that requires administration of medication, it is the parents' responsibility to ensure that the student is either able to self-administer without supervision, or to ensure that an appropriately trained adult is on hand to administer the medication. In either event, we cannot be held liable and accept no responsibility for administering such medication and/or the effects of such medication.

### **14. Data Protection & Media Consent**

- 14.1. We are a GDPR compliant organisation, and we will not share your personal information for use by any other third party. The full details of how we protect your data can be found on our [Privacy Notice](#).
- 14.2. From time to time, we may take photographs and videos ("media") of students in class for instructional, demonstrative, and/or promotional purposes. Such media may be used on our social media channels. By agreeing to these Terms, you hereby consent to the capture and use of such media. You can withdraw your consent at any time, and at your discretion, in accordance with our Privacy Notice.

### **15. Dance Exams**

- 15.1. We offer students the opportunity to enter dance exams in various dance styles (i.e. Ballet, Tap, and Modern) and across different examining bodies (i.e. ISTD & RAD).
- 15.2. We have a department that is dedicated to monitoring the progression of dancers and assessing their readiness for entering dance exams. Students will be invited to participate in dance exams at such time as we deem to be appropriate.
- 15.3. In preparation for exams, it may be necessary for students to attend additional classes for the purpose of rehearsing the exam work and/or working on important aspects of technique required for the exam. Such classes may incur an additional charge which would be invoiced separately to your Class Membership Fees.
- 15.4. If a student chooses not to participate in an exam when offered, it is at the sole discretion of DN Dance as to whether the student remains at the same class level and waits to take the examination later or progresses to the next level without taking the examination.

## **16. Legally Responsible Adults**

- 16.1. You, as the legally responsible adult (or “**grown-up**”), are responsible for ensuring that your child is fit and healthy to attend Classes.
- 16.2. 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.
- 16.3. Grown-ups have sole responsibility for their children when their children are not in class under the care and supervision of the teacher.
- 16.4. 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.
- 16.5. 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.
- 16.6. You must notify us as soon as possible before class finishes if someone other than yourself will be collecting your child.
- 16.7. 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.

## **17. Limitation of Liability & Disclaimer**

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

## **18. Governing Law**

- 18.1. The performance and interpretation of these Terms, disputes arising under it, are governed by the laws of Scotland.

End of Terms



# Schedule 1

## CODE OF CONDUCT

DN Dance is dedicated to creating a positive environment that will nurture the enjoyment, talent, and enthusiasm of every dancer. We expect our dancers to conduct themselves in accordance with our DN Values, which centre around being respectful, supportive, and kind towards others, whilst being dedicated and working hard.

### My general conduct:

As a DN Dance Student,

<b>I will:</b>	<b>That means:</b>
Be welcoming	being considerate, looking out for new classmates, and making them feel welcome.
Be respectful	listening to my teachers, not interrupting others, speaking to people in the same way that I like to be spoken to, and being kind to others
Be humble	being gracious and not boasting when I do well, and celebrating with my classmates when they do well.
Be supportive	helping others to overcome challenges and picking them up when their feeling down
Work hard	always giving 100% in class because I know that each class is an opportunity for me to learn and improve
Be an example to others	behaving in a positive and respectful way because I know that other people are influenced by how I act and by the words I use
Be on time	I arrive on time, so I don't miss class content and I don't interrupt the class flow for others
Be properly turned out	wearing the correct uniform for class with my hair tied back as appropriate for the class
Ask my teachers	If I have any questions, concerns, or if I need help, I know I can ask my teachers for advice.

<b>I will not:</b>	<b>That means:</b>
Use my mobile in class	Leaving my mobile in the changing room or in my bag and setting it to silent mode.
Eat in class	Not bringing food into the studio, and unless we have a break and teacher tells me too

## Schedule 2

### CLASS RATES & DISCOUNTS

The class rates set out below are for DN Dance and DN Dance Babies classes. These rates come into effect from the 23<sup>rd</sup> of January 2024.

#### DN Dance Classes

Duration	30m	45m	60m	75m	90m
£/Month	£17.50	£25.00	£32.00	£39.00	£46.50

#### DN Dance Babies Classes

Class Name	Baby Baba's (Newborn – Walking)	Wee Waddlers (1 & 2 Years)
£/Month	£29.75	£29.75

#### Family / Multi-Class Discount

We are committed to offering affordability to families that attend the most classes. Our discount structure works by applying the stated discount to each subsequent class. The first class is full price, the second class is discounted at 5%, the 3<sup>rd</sup> class is discounted at 10% and so on, right up to a huge 45% of all classes from the 10<sup>th</sup> and upwards.

Classes	1	2	3	4	5	6	7	8+	9	10+
Discount	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%
Example 60m £ /month	£32.00	£30.40	£28.80	£27.20	£25.60	£24.00	£22.40	£20.80	£19.20	£17.60

The discount structure works on a whole family basis, rather than on a per student basis. That means discounts are based on the total number of enrolments per customer, and not affected by the number of siblings. For example, a family with 3 children attending 2 classes each would be billed the same as 2 children attending 3 classes each, or 1 child attending 6 classes. We feel this is the most equitable and fair approach to discounting classes for all customers.

## Schedule 3

### OUR VALUES



#### **Community**

means creating a welcoming environment for everyone; a place where people feel a sense of belonging, friendship, togetherness, and team spirit.

#### **Kindness**

means caring for one another and being supportive; building each other up to become better; picking people up when they are down; and being generous with kind words and actions.

#### **Respect**

means treating every person how we want to be treated; every person is equally valued, regardless of our differences, and whether it's your first day or your last.

#### **Humility**

means being humble in success and failure; being grateful for those who helped us get where we are (parents, teachers, influencers); showing respect to our peers and opponents.

#### **Diligence**

means endeavour, being self-motivated, determined, and hardworking; being persistent and rigorous in applying ourselves to accomplish our goals.

#### **Courage**

means bravery to try new things; challenging our perception of our own limitations; having the strength of mind to use setbacks as motivation to drive us forward and improve.

#### **Excellence**

means a place where we can reach the highest heights and achieve excellence in dance; delivering our maximum in training and on stage; being the best version of ourselves.