

Theatrebugs After School and Holiday Workshop Terms and Conditions

- 1. Definitions**
 - 1.1 "Agreement" means these Terms and the Booking Form.
 - 1.2 "Booking Form" means the form relating to the booking of the Pupil on the course.
 - 1.3 "Carer" means the person/persons who attend the course or any part of it, with the Pupil.
 - 1.4 "Fee" means the monetary cost per course of classes as specified on the Booking Form.
 - 1.5 "Parent" means a parent or legal guardian who will be responsible for the payment of fees, and who is the contracting party to this Agreement.
 - 1.6 "Premises" means the premises where the classes take place.
 - 1.7 "Pupil" means the child attending the course, whose details are specified by the Parent or Carer on the Booking Form.
 - 1.8 "Terms" means these terms and conditions set out in this document and any other special terms and conditions as agreed in writing by Theatrebugs.
 - 1.9 "Theatrebugs" means the Franchisee of Theatrebugs Limited with whom the Parent has entered into this Agreement.
- 2. Acceptance of Terms and Conditions**
 - 2.1 The booking and teaching of the classes by Theatrebugs are subject to these Terms to the exclusion of all other terms and conditions.
 - 2.2 No variation or addition to these Terms shall be binding unless agreed in writing by Theatrebugs. If Theatrebugs gives the Parent prior notice of any changes to these Terms the Parent may choose to cancel the Agreement in accordance with clause 5 without penalty before the new terms affect the Parent.
 - 2.3 These Terms shall be deemed to be to have been accepted by the Parent and shall be binding on the Parent and Theatrebugs upon confirmation of the Booking Form, the payment of the Fee or the start of the class, whichever is the earlier.
 - 2.4 The Parent and/or Carer agrees to keep the content of the Theatrebugs class and the Theatrebugs training program strictly confidential and not to copy or use any aspect of the Theatrebugs class or training program other than during such class.
 - 2.5 The Parent acknowledges and accepts that it is contracting with Theatrebugs a franchisee of Theatrebugs Limited and not Theatrebugs Limited therefore the Parent shall have no cause of action whatsoever against Theatrebugs Limited whether in contract or otherwise.
- 3. Fee and Payment**
 - 3.1 The Parent shall pay the Fee set out on the Booking Form to Theatrebugs prior to the Pupil commencing the course.
 - 3.2 Payment of the Fee shall be due to Theatrebugs immediately on the date the Booking Form is signed by the Parent or an invoice is raised by Theatrebugs, whichever is the earlier, and must be received within 30 days after that date. After this 30 day period Theatrebugs may charge daily interest on outstanding accounts, until payment in full is received, at a rate equal to 2 percent per annum above the Bank of England's base lending rate whether before or after judgment accruing daily and compounded quarterly.
 - 3.3 VAT, if applicable, shall be added to the Fee on the Booking Form at the current rate from time to time in force which the Parent shall pay.
 - 3.4 The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Theatrebugs unless the Pupil has attended the first class of the course and within 24 hours of the end of that first class the Parent has given written notice that the Pupil will not be continuing to attend the remainder of the course, any course Fee already paid will be refunded in full to the Parent by Theatrebugs.
- 4. The Classes**
 - 4.1 Unless Theatrebugs is prevented from doing so by a Force Majeure Event, it will provide the classes which will:
 - 4.1.1 conform in all material respects with their description;
 - 4.1.2 be carried out with reasonable care and skill;
 - 4.1.3 be fit for any purpose Theatrebugs say the classes are fit for, or for any purpose for which the Parent uses the classes; and
 - 4.1.4 comply with all applicable statutory and regulatory requirements for supplying the classes in the United Kingdom.
 - 4.2 This warranty is in addition to the Parent's legal rights in relation to the classes which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
 - 4.3 These Terms apply to any replacement classes Theatrebugs supply to the Parent in the unlikely event that the original classes do not conform with these Terms.
 - 4.4 Theatrebugs only supplies the classes for domestic and private use, and the Parent agrees not to use the classes or information received from the classes for any commercial purpose.
- 5. Cancellation**
 - 5.1 Theatrebugs may cancel this Agreement at any time before the Pupil commences the course for any reason whatsoever.
 - 5.2 In the event of cancellation by Theatrebugs prior to the commencement of the course by the Pupil, Theatrebugs will refund the proportion of the Fee for the outstanding classes.
 - 5.3 Theatrebugs will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control (Force Majeure Event).
 - 5.4 A Force Majeure Event excludes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
 - 5.4.1 civil commission, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 5.4.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 5.4.3 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 5.4.4 impossibility of the use of public or private telecommunications networks.
- 5.5 Theatrebugs' obligations under these Terms are suspended for the period that the Force Majeure Event continues, and it will extend the time these obligations for the duration of that period. Theatrebugs will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.
- 6. Intellectual Property Rights**
 - 6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that Theatrebugs has prepared or produced in connection with the classes will belong to Theatrebugs absolutely.
 - 6.2 The Parent may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.
- 7. Parents Responsibility**

The Parent warrants and represents that:

 - 7.1.1 the information set out in the Booking Form whether completed and or signed by the Parent or by the Carer on behalf of the Parent, is accurate in all respects and the Parent will notify Theatrebugs of any change in such information immediately; and
 - 7.1.2 when attending the course, neither the Pupil or the Parent will be suffering from any illness, infectious disease or anything similar thereto.

The Parent acknowledges and agrees that Theatrebugs reserves the right to replace any teacher of a class without notice to the Parent at any time prior to that class without any liability arising from such a change except in accordance with these Terms.

The Parent shall indemnify and keep indemnified Theatrebugs against all loss, liability, costs and expenses which Theatrebugs shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.
- 8. Discipline**
 - 8.1 In the event that Theatrebugs determines the behavior of the Pupil to be unacceptable, Theatrebugs shall be entitled to exclude the Pupil from the course and Premises permanently or for such period as Theatrebugs shall in its entire discretion determine.
 - 8.2 The standard of behavior which is to be regarded as unacceptable at a course or on Premises under clause 8.1 shall be determined by Theatrebugs and the Parent agrees and accepts the decision of Theatrebugs which shall be final.
- 9. Exclusion of Liability**
 - 9.1 Subject to clause 9.2, if Theatrebugs fails to comply with these Terms it shall not be responsible for any losses that the Parent suffers as a result, except for those losses which it could reasonably foresee would result from the failure to comply with these Terms.
 - 9.2 Theatrebugs shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
 - 9.2.1 loss of income or revenue;
 - 9.2.2 loss of business;
 - 9.2.3 loss of anticipated savings; or
 - 9.2.4 loss of data.However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, the Parent's physical property.
 - 9.3 This clause does not exclude or limit in any way Theatrebugs' liability for:
 - 9.3.1 death or personal injury caused by our negligence; or
 - 9.3.2 fraud or fraudulent misrepresentation; or
 - 9.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 9.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - 9.3.5 any other matter for which it would be illegal or unlawful for Theatrebugs to exclude or attempt to exclude its liability.
 - 9.4 The Parent agrees that any claim against Theatrebugs or any practitioner, employee or agent of Theatrebugs must be bought within 60 days of the event that gave rise to such claim. The Parent agrees any claim made thereafter should be discussed.
 - 9.5 The Parent acknowledges, warrants and undertakes that the maximum aggregate liability of Theatrebugs to the Parent. Under these Terms shall not exceed the Fee.
 - 9.6 All warranties and conditions whether implied by statute or otherwise are so far as is permitted excluded from this Agreement.
- 10. General**
 - 10.1 Any notices to be sent by either party to the other shall be sent pre-paid recorded delivery or registered the post or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting if sent by the post and immediately if hand delivered. Theatrebugs do not except service of documents by email or fax.
 - 10.2 If any court or competent authority decides that any provision of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
 - 10.3 The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.
 - 10.4 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is no contained herein shall be binding or form part of this Agreement.
 - 10.5 No term of the Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
 - 10.6 This Agreement shall be governed by English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.