



Terms and Conditions - Updated September 2020

Please read these terms and conditions carefully before booking or ordering any services or products from XLR8 Dance & Wellbeing. You should understand that by ordering or using our services or products you are agreeing to be bound by our terms and conditions. If you require more detailed information please visit our relevant FAQs pages located on our website.

Booking and Confirmation

1) Places at XLR8 Dance & Wellbeing Clubs, Classes, Workshops and Camps will be allocated on a first come, first served basis on receipt of full payment (which MUST be made before the first class of a term, workshop or camp) and a booking form which all attendees MUST complete providing contact details and any relevant medical information in full. This MUST be via our online booking platform - Class4Kids.

2) Unless contacted, once FULL payment has been made and received for your chosen club, class, workshop or camp then this will secure your space. You will receive a confirmation email from us (via Class4Kids) once you have submitted your booking form successfully.

3) Any medication required for your child must be given to your XLR8 Dance & Wellbeing teacher before the start of a session (class, club, camp or workshop) for safe-keeping clearly labelled with the participants name and dosage. If medication is kept by the child or within a school facility then please inform XLR8 Dance & Wellbeing direct or your specific XLR8 Dance & Wellbeing teacher at the session.

4) Should a booking be received after a Club, Class, Workshop or Camp has reached its maximum capacity, XLR8 Dance & Wellbeing will notify the customer and with their permission, add their details to a waiting list. Should a space become available at the required event, the customer will be notified as soon as possible.

5) XLR8 Dance & Wellbeing cannot guarantee any places for participants on the waiting list.

6) To confirm, all necessary information regarding any participant must be declared at time of booking, including: Full name, age, date of birth, medical information, contact mobile number, contact email, emergency contact name, emergency contact number, emergency contact email, contact address, plus any relevant behavioural information or details which XLR8 may need to be aware of.

It is YOUR responsibility to update XLR8 Dance & Wellbeing with the correct information at all times. XLR8 take no responsibility for out of date information.

This information will be kept in a password protected digital document and will be used (if needed) for emergencies and Track and Trace purposes.

Cancellation and Refunds

1) Refunds are at the discretion of XLR8 Dance & Wellbeing and based on individual circumstance. If you wish to leave any XLR8 Dance & Wellbeing Class, Club, Workshop or Camp you must email (xlr8danceandfitness@gmail.com) or fill in our online contact form stating your reason for leaving and when you plan to leave. For the avoidance of doubt, refunds will not be offered to customers who contact XLR8 Dance & Wellbeing on/after the day of the event that they were unable to attend.

2) Refunds (if agreed by XLR8) will only be for the remaining classes in the term, not for classes already taken place, whether you have attended them or not. Refunds will be calculated, less an administration fee of £6.50, based on the number of classes/lengths of the course remaining and any hall hire agreements already in place which need to be covered.

3) If a participant has attended 3 or more classes of a course, term or club and decide they no longer wish to continue then refunds will not be applicable and full-term payment will still be required. This is due to the class, term and club place now unable to be offered to a new participant wishing to join as they will have missed 3 key sessions of the term.

- 4) For the avoidance of doubt, classes missed by a participant due to illness, including COVID-19 symptoms or being unable to attend school due to COVID-19 or any other pandemics (whole school or class illnesses), school trips or other absences will NOT be refunded.
- 5) Should a class have to be cancelled due to adverse weather or circumstances beyond our control, including venue closures for any reason, refunds will not be offered. This includes virus and illness outbreaks such as the global pandemic COVID-19. A replacement class will try to be offered in the same term once confirmed with the class venue but cannot always be guaranteed. Classes cannot be transferred over to a new term for any reason.
- 6) Should a class be cancelled by the venue or for other circumstances and beyond our control then a refund will not be available. This includes virus and illness outbreaks such as the global pandemic COVID-19. We shall endeavour to arrange an alternative class in the same term but this may not always be possible. Classes cannot be transferred over to a new term.
- 7) Should an XLR8 Dance & Wellbeing camp, workshop, class or club have less than 6 participants booked, we reserve the right to cancel this event. Participants will be given at least 48 hours notice. Where possible XLR8 Dance & Wellbeing will use all reasonable endeavours to offer alternative opportunities. Should this not be possible, a full refund will be given.
- 8) Global pandemic clause – should a global pandemic or outbreak of widespread illness occur forcing school/venue closures and class cancellations then a refund for any session within that current term will not be granted. Where possible, classes will try to be rearranged but only within that same term. For the avoidance of doubt, classes and club sessions cannot be carried over to a new term.

If a workshop or camp was due to take place then a refund may be offered at the discretion of XLR8 Dance & Wellbeing provided there is no loss of income incurred. An admin fee may be charged before a refund can be offered. This will be reviewed on an individual event basis.

- 9) Should a venue cancel a session (club, class, camp or workshop) with less than 24 hours' notice, then FULL payment to XLR8 Dance & Wellbeing by the venue and participants is still applicable. Where possible and if appropriate the session may be rearranged within that same term. This will be discussed directly with the venue and will be decided on a case by case basis.

Pricing

- 1) Prices are subject to change at any time, this will not affect any services/products that have already been agreed and confirmed.
- 2) Payment for services/products is required in full at the start of term/course. Failure of FULL class, course, club, workshop, camp payment before YOUR first session result in your place in the class, club, course, workshop, camp being cancelled.
- 3) Once FULL-term payment has been received; and providing we still have a place within the session then your place can be reinstated.
- 4) If FULL payment has not been received and the participant arrives to attend a class, club, workshop, camp then XLR8 Dance & Wellbeing will contact the relevant parent/guardian to come collect said participant from the session as they will be unable to take part until this payment has been made.
- 5) For the avoidance of doubt, uniform and ticketed events payment is required in full before being ordered and distributed.
- 3) XLR8 Dance & Wellbeing currently accept payment by online credit card (Class4Kids – please note a small admin fee is added on for processing card payments), Bank transfer, cash or cheque (Please make cheques payable to L. Davies). Please refer to our online booking form (Class4Kids) or website FAQs for further information on this.

Class/Club/Workshop/Camp

1) You can expect from us:

- Fun classes to be taught in a safe, secure, COVID-19 compliant environment and to the highest standard.
- To challenge and push your limits but not to push you beyond these.
- The XLR8 teacher to be on time (With exception to unreasonable traffic beyond our control).
- To be contacted by us ASAP if a someone attending the same session as your child has/is experiencing COVID-19 symptoms.
- The class to finish on time.
- The teacher to be qualified, insured, DBS checked, first aid trained and to have received child protection training.

2) What we expect from you:

- To arrive on time ready to start the class.
- To wear suitable and appropriate clothing that you can move comfortably in – preferably XLR8 Uniform.
- To bring water/sports drink to rehydrate during class.
- To bring your OWN hand sanitiser to class and to be used throughout when necessary.
- To be respectful to all XLR8 teachers and try your hardest in class.
- To have paid for the class/camp/workshop/club in full before your first session.
- To advise the XLR8 teacher of any injuries or illness you may have prior to the start of the class (if different to your booking form).
- To alert us ASAP if your child has/is experiencing COVID-19 symptoms.

3) You are required to arrange drop off and collection of the XLR8 participant at the correct start and finish times of any XLR8 Dance & Wellbeing camp/workshop/class or club. Please let the XLR8 teacher know before the class/club/workshop/camp if the participant will be dropped off or collected by someone else. This is for the safety of the participant and ourselves. Failure to let the XLR8 teacher know will result in you being called to authorise collection by that person.

4) Should you wish the participant to make their own way to and from a club, class, workshop or camp then written consent from a responsible parent/guardian must be provided to XLR8 Dance & Wellbeing with full details.

4) If you are going to be late to collect the participant from any class, club, workshop or camp you must call or text XLR8 Dance & Wellbeing ASAP to inform us. Should XLR8 Dance & Wellbeing incur costs or charges due to the late collection of a participant, the cost will be passed onto the customer.

Personal Property

1) We do not have the facilities to ensure the safe storage of customer valuables, it is therefore important that customers do not bring valuable belongings to a class, club, workshop or camp. XLR8 Dance & Wellbeing will not accept liability for any loss, damage or theft to customers personal property.

2) We will operate a lost property system but cannot guarantee the return of lost items. To help us please ensure that all personal property is clearly labelled with your name.

3) Lost property will be held until the end of the term (class or club) or for up to 14 days (camp or workshop) and where possible will be passed on to any relevant school offices/venues. Any property not collected by then will be disposed of.

Health and Safety

1)XLR8 Dance & Wellbeing carry out a full Risk Assessment of all venues in which classes/workshops/camps/clubs take place.

2)XLR8 Dance & Wellbeing will provide all participants with the required safety information before carrying out any moves, stunts, tricks etc.

3) In the case of head injuries or other serious injuries, these will be logged in the XLR8 injury book and information will be passed onto the relevant parent/guardian with any first aid information.

3) XLR8 Dance & Wellbeing nor any personnel authorised by it, nor the school or facility at which the class/camp/workshop/club is being held, will be held responsible for any loss or injury suffered by, or to, the attendee, however caused.

Behaviour

1) We reserve the right to refuse or remove attendees at any time, prior to or during class/camp/workshops/clubs should we feel the attendee is not compliant with the general enjoyment and objective of our service, for example: bullying, disruptive or aggressive behaviour. In the event of this no refund will be made for this session or any remaining sessions and any additional costs incurred will be passed on to the customer along with responsibility.

2) If you fail to inform us of any behavioural or medical information regarding your child, this may result in your child's place from the club, class, camp or workshop being terminated with immediate effect as this will have breached our terms and conditions on signing up to a session. Please understand that this information is required so our XLR8 staff know how to deal with any behaviour in the session and can plan sessions accordingly to ensure all parties receive the most from a session. Also, to ensure the safety of all participants and staff members. It is YOUR responsibility to keep this information up to date and inform XLR8 Dance & Wellbeing of any changes.

3) This behaviour clause is also applicable to parents/careers. Any rude or unacceptable behaviour from a parent/career/guardian towards any XLR8 staff may result in your child's space on any class/camp/workshop/club and future clubs being rejected with no refunds.

First Aid

1) When you complete your booking form any medical conditions must be disclosed. Failure to do this may result in the attendee being unable to participate in all activities. In this event no part or full refunds will be made.

2) In the event of an accident; the first aider if appropriate, will administer first aid and an accident form will be completed and handed to the emergency contact at the end of the session. The emergency services will be called if necessary – in the event of this the XLR8 teacher will phone the emergency contact number provided on the booking form as soon as possible. Please make sure your contact details are always up to date. XLR8 take no responsibility for out of date information.

Confidentiality and Data Protection

Any information regarding a child or a family, given to XLR8 Dance & Wellbeing either verbally or in writing will be treated as confidential.

By using; and due to the nature of our services and sessions, mainly being provided for minors, you (the parent/guardian) agree to be contacted with information we feel will be appropriate to you. Through passing this information on via a child we often find the full details do not make their way home. However, if you wish to opt out of this please let XLR8 Dance & Wellbeing know in writing.

In the event of emergencies including Track & Trace for COVID-19, the emergency contact on your booking form WILL be contacted.

Parents/guardians will have access to their own and child's records but not to others. In order to comply with the data protection act XLR8 Dance & Wellbeing will keep any written information about children, participants and their families in a secure record file and keep any computer records in password-protected files.

XLR8 Dance & Wellbeing will:

- Always treat information about parents' relationship difficulties, financial and business matters, and health issues as confidential
- Only pass this information onto other professionals who 'need to know'

Information will only be passed on if:

- Parents have given permission
- It is essential to do so in the interest of the child/participant, for example if it suspected a child/participant is being abused. A child's welfare will always take top priority. For further information please see the XLR8 Dance & Wellbeing safeguarding policy.

Equal opportunities policy

XLR8 Dance & Wellbeing will make sure that they actively promote equality of opportunity and anti-discriminatory practices for all children and participants. They will make sure that they treat all children and participants with equal concern and respect.

Procedure

XLR8 Dance & Wellbeing will recognise and welcome all legislation and existing codes of practice produced by appropriate commissions, for example the Equality and Human Rights Commission.

They value and respect (and teach children and participants in their care) the different racial origins, religions, cultures and languages in a multi-ethnic society so that each child and participant is valued as an individual without racial or gender stereotyping. They will also not discriminate against children or participants on the grounds of disability, sexual orientation, age, class, family status, and HIV/Aids status.

XLR8 Dance & Wellbeing will provide equal chances for each child and participant to learn and develop to their full potential, taking into account each child's age and stage of development, gender, ethnicity, home language, and ability.

XLR8 Dance & Wellbeing will challenge racist and discriminatory remarks, attitudes and behaviour from the children and participants in their care and other adults.

XLR8 Dance & Wellbeing will always help children and participants to feel good about themselves and others by celebrating the differences which make us all unique.

Complaints procedure

XLR8 Dance & Wellbeing hopes that you are happy with the services/products that they provide and the need for a formal complaint should never arise. Should you have any concerns or issues, XLR8 Dance & Wellbeing hopes that you will feel able to discuss these with Lianne Davies, Company Director at XLR8 Dance & Wellbeing, directly. We take great pride in the Dance and Wellbeing services that we provide and assure that any issues or concerns brought to Lianne's attention will be treated seriously and in confidence.

If you would rather not talk in front of your child/children then we can arrange a more convenient time or you may email Lianne Davies at xlr8danceandfitness@gmail.com