

## 1. Introduction

- 1.1 This section sets out the Terms and Conditions by which Perform Media Ltd. agrees to provide products and services to you and your child.
- 1.2 Perform Media Ltd. is registered as a limited company in England (No. 4566950) and our registered office is at 66 Churchway, London NW1 1LT.
- 1.3 We can be contacted by post at the above address, by telephone on 0845 400 4000 or by email at enquiries@perform.org.uk. Our opening hours are 9am–6pm Monday to Friday and 9am–4.30pm on Saturdays (during Perform Term-Time only).
- 1.4 When you book or purchase any product or service from us, you are signifying your agreement to these Terms and Conditions. These are included in our Introductory Pack and can also be found on our Website. It is your responsibility to familiarise yourself with them before you book or purchase any product or service from us.
- 1.5 We reserve the right to modify, cancel or append to these Terms and Conditions without notice. The current Terms and Conditions always appear on our Website. On renewal of Sessions or purchase of any Perform product or service, the most recent Terms and Conditions shall apply.

## 2. Definitions

- 2.1 "Booked Session" is a Session that we have agreed, verbally or in writing, that your child may attend.
- 2.2 "Class" refers to one self-contained Workshop as part of a School that occurs at a specific time on the same day at the same venue each week during Term-Time.
- 2.3 "Challenge" is an appraisal and subsequent award designed to celebrate children's achievements as they progress through Perform.
- 2.4 "Experience" is a holiday course offering drama, dance and singing activities for a certain amount of hours per day for a period of between one and five consecutive days.
- 2.5 "Feedback Form" is a form sent to you by us on or around your child's eighth Booked Session.
- 2.6 "Free Trial Session" is a Session we agree to provide at no cost to you in accordance with clause 3.1.
- 2.7 "Freezing" is the process by which we transfer the value of any Untaken Session(s) into a credit to be held on Your Account. "Freeze" and "Frozen" shall be construed accordingly.
- 2.8 "Inform", "Notify", "Communicate" and "Contact" are the processes by which we exchange information and enter into contracts regarding our products and services.
- 2.9 "Introductory Pack" is a collection of documents including these Terms and Conditions, a current Venue & Fee Information booklet and other materials designed to inform you about Perform and our products and services.
- 2.10 "Main Perform Schools", "Main Workshops" or "Main Classes" refers to Schools, Workshops and Classes for children aged 3 years and 10 months to eight years of age as distinguished from those relating to Mini Ps.
- 2.11 "Make-Up Session" is a one-off attendance at a Perform School following a Missed Session.
- 2.12 "Merchandise" is a physical product related to our activities sold by us.
- 2.13 "Mini Ps" refers to parent-present Sessions for children aged between 6 months and 4 years facilitated by us.
- 2.14 "Missed Session" is a Booked Session, no part of which has been attended by your child.
- 2.15 Our "Website" is www.perform.org.uk
- 2.16 "Perform Party" or "Party" refers to themed drama, dance and singing activities facilitated by us on premises provided by you.
- 2.17 "Perform School" or "School" refers to all Classes occurring on the same day at the same venue each week during Term-Time.
- 2.18 "Perform", "we", "us" or "our" refers to Perform Media Ltd. and any of its directors, officers, employees, managers, subcontractors, agents, parent, subsidiary and affiliated companies.
- 2.19 "Registration Form" is the pre-printed or blank form we will give to you to check and complete when you attend a Free Trial Session or Experience and before leaving your child with us.
- 2.20 "Session" refers to a particular Class held at a specific time on a specific date at a specific venue for a specific duration.
- 2.21 "Sibling" is a younger brother, sister, half-brother, half-sister, step-brother or step-sister of a particular child.
- 2.22 "Switching" is the process by which we permanently change any Untaken Sessions from one Class to another Class at the same Perform School. "Switch" shall be construed accordingly.
- 2.23 "Term-Time" denotes the periods throughout the year during which we run regular weekly Workshops as stated on our Website and in quarterly newsletters.
- 2.24 "Transferring" is where a child moves permanently from one Perform School to another. "Transfer" shall be construed accordingly.
- 2.25 "Untaken Session" is a Booked Session which has not yet been attended and which is not due to occur within the next three working days.
- 2.26 "Waiting List" is a list maintained by us comprising children who

- wish to attend a particular Session which is over-subscribed.
- 2.27 "Workshops" is the generic term for the regular general drama, dance and singing Sessions offered by Perform including Mini Ps Sessions.
- 2.28 "You" refers to a person or organisation buying products or services from us.
- 2.29 "Your Account" is a notional account you have with Perform reflecting purchases you have made from us, payments we have received from you or payments made on your behalf and credits applied by us or transferred to you. If Your Account is in credit, you can use the amount of this credit against any purchases of Perform products and services for your child, their Siblings or an unrelated child.
- 2.30 "Your child" is any child for whom you usually act as the adult contact in your dealings with us and we therefore deem to be in your care. "Children" shall be construed accordingly.

## 3. Workshops (including Mini Ps)

The following provisions shall apply in relation to Workshops only.

### 3.1. FREE TRIAL SESSIONS

- 3.1.1 We will offer your child one Free Trial Session in a Class of their choice. This is providing:
  - a) There is availability in the Class;
  - b) When the Session takes place, your child will be at least:
    - six months and less than four years (in the case of Mini Ps)
    - three years and ten months and less than eight years of age (in the case of Main Perform Schools); and
  - c) Your child has not previously attended any other Free Trial Session, Session or Experience subject to paragraph 3.1.7.
- 3.1.2 You must book the Free Trial Session in advance with the Perform office over the telephone.
- 3.1.3 At the time of booking, the Free Trial Session must take place during the next two weeks of Term-Time.
- 3.1.4 You must provide us with sufficient contact, identification and health details so that we can assume responsibility for your child during the Session.
- 3.1.5 You must check and sign the Registration Form prior to the Free Trial Session ensuring that it is accurately and fully completed.
- 3.1.6 If your child refuses to take part in the Session, one further Free Trial Session may be arranged at our discretion.
- 3.1.7 Once your child has attended a Free Trial Session in whole or in part, additional Free Trial Sessions can only be arranged at our discretion.

### 3.2. SIGNING-UP

- 3.2.1 **Booked Sessions**
  - 3.2.1.1 Subject to paragraph 3.4.3, you must book ten Sessions at any one time. Sessions will run on consecutive weeks during Term-Time and may span the holidays.
  - 3.2.1.2 Details of Perform Term-Time dates can be found on our Website. It is your responsibility to make yourself aware of these.
- 3.2.2 **Payment**
  - 3.2.2.1 The cost of Booked Sessions and valid methods of payment are given in the current Venue & Fee Information Booklet which is included in our Introductory Pack. This information is also included on our Website.
  - 3.2.2.2 The full cost of Booked Sessions minus any agreed discounts must be paid by the end of the first Booked Session.
  - 3.2.2.3 If full payment is not received by the end of the first Booked Session, we reserve the right to suspend all Untaken Sessions and pursue payment for the full amount agreed at the time of booking.

### 3.2.3. Discounts

- 3.2.3.1 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of Booked Sessions at any time.
- 3.2.3.2 Sibling discounts only apply to the younger children if, at the time of renewal or booking, the eldest child's Booked Sessions extend up to the younger child's first new Booked Session.
- 3.2.3.3 Discounts with expiry dates may be used past the expiration date if you have paid a deposit of £40.00 per child before the expiration date.

### 3.3. MERCHANDISE

- 3.3.1 All Merchandise must be paid for at the time of purchase.
- 3.3.2 Refunds will only be offered for merchandise in a saleable condition and where the cellophane rapper is intact.
- 3.3.3 Merchandise proven to be faulty will be replaced if returned within seven days of purchase.
- 3.3.4 Free sign-up CDs will only be issued where:
  - a) The full balance of the fees has been received; and
  - b) No free sign-up CD has been issued to any Sibling.

### 3.4. RENEWAL

- 3.4.1 We will send you a Feedback Form on or after your child's eighth Session. This will provide feedback on your child. It will also act as a notice to you to book a further ten consecutive Sessions.
- 3.4.2 Please note that if payment for a further ten Sessions is not received by the current tenth Session, no further Sessions will be booked and your child will be automatically withdrawn from the Class. Further attendance will require rebooking which is subject to availability.

- 3.4.3 If you wish to renew Sessions for your child to the end of term only (being less than ten consecutive Sessions), you may make payment for the remaining Booked Sessions of the term, which shall be calculated on a pro rata basis at the single Session price.

### 3.5. SWITCHING

- 3.5.1 If you would like your child to Switch to a Class at a different time to their current Class, you must notify us at least three days prior to your child's intended first Switched Session. Subject to availability in the requested Class, we will arrange for the remainder of your child's Untaken Sessions to be taken at the alternative Class at no cost to you.

### 3.6. TRANSFERRING

- 3.6.1 If you would like your child to Transfer to a School other than the one they are currently attending, you must notify us at least three days prior to your child's first intended Transferred Session. Subject to availability in the requested Class, we will Freeze your child's Untaken Sessions and apply any resulting credit to the cost of ten new Booked Sessions.
- 3.6.2 The new Booked Sessions may not be attended until you have paid for any additional Sessions in full.
- 3.6.3 Any credit resulting from a Transfer pursuant to paragraph 3.6.1 will be credited to Your Account.

### 3.7. FREEZING

- 3.7.1 You may Freeze your child's Untaken Sessions for a minimum of five weeks at any time and for any reason.
- 3.7.2 You must notify the Perform Office directly by telephone (by speaking to an operator) at least three days prior to Freezing. Any other method of informing us will not be treated as notification for the purposes of this paragraph.
- 3.7.3 We will calculate the value of any Frozen Untaken Sessions on a pro rata basis related to what you paid for the Booked Sessions. We will credit Your Account with any pro rated amount.
- 3.7.4 We will send you written confirmation of the value of the credit on Your Account within seven days of receiving your notification pursuant to paragraph 3.7.2.
- 3.7.5 Owing to limited availability, it may not be possible to resume the Sessions in a particular Session on a particular date. If you wish, your child can be placed on a Waiting List and you will be contacted when a place becomes available.
- 3.7.6 Only an Untaken Session may be Frozen.
- 3.7.7 Once Frozen, Untaken Sessions are cancelled and cease to be Booked Sessions.

### 3.8. MISSED SESSIONS

- 3.8.1 Sessions missed for any reason may not be added on to the end of the Booked Sessions under any circumstances.
- 3.8.2 If your child misses a Session, subject to availability, you may arrange a Make-Up Session at another Class in the same or a different Perform School.
- 3.8.3 In order to take advantage of a Make-Up Session, you must notify us by telephone by 11.00am on the day that you would like your child to attend the Make-Up Session. In the case of Monday Workshops, you must notify us by 11.00am on the preceding Saturday.
- 3.8.4 There is no time limit for attending Make-Up Sessions save that, at the time of the Make-Up Session, your child must have at least one Untaken Session at the School where the Missed Session occurred.

### 3.9. CONTENT

- 3.9.1 We reserve the right to alter, vary, omit or substitute any part or parts of any Workshop provided by us described in any promotional or other materials published by us or on our behalf.
- 3.9.2 In the event of any change in any content as described above, we will have no liability to refund any part of any fee or deposit paid.

### 3.10. CHANGES & CANCELLATIONS

- 3.10.1 All deposits, however paid, are non-refundable.
- 3.10.2 In the event that you wish to cancel any Booked Sessions:
  - a) If you inform us three or more working days before the first Booked Session was to be attended, we will keep £40.00 per child on Your Account. We will refund any further amounts held by us in full if required.
  - b) If you inform us less than three working days before the first Booked Session was to be attended, we will deduct the pro rata cost of the Untaken Session(s) from any amount you have paid. We will keep any further payments on Your Account.

### 3.11. WAITING LISTS

- 3.11.1 If your child is on a Waiting List, this does not guarantee a place in a particular Session.
- 3.11.2 Subject to paragraph 3.9.3 below, we intend to contact customers and prospective customers on the Waiting Lists in this order:
  - a) Existing Perform customers attending another Class in the same Perform School; then
  - b) Prospective customers who have paid a £40.00 deposit per child; then
  - c) Other children on the Waiting List.
- 3.11.3 We accept no responsibility and make no guarantees to the order in which places are offered.

3.11.4 Waiting List deposits are non-refundable but are treated as credits on Your Account and can be used and transferred in the same way.

## 4. Experiences

### 4.1 PAYMENT

- 4.1.1.1 The cost of Experiences and valid methods of payment are given in the current Venue & Fee Information Booklet which is included in our Introductory Pack. This information is also included on our Website.
- 4.1.1.2 The full cost of the Experience minus any agreed discounts must be paid at the time of booking the Experience.
- 4.1.1.3 If full payment is not received at the time of booking the Experience, we reserve the right to cancel the booking.

### 4.2 ROLES

- 4.2.1 While we endeavour to offer most children a speaking or singing solo role, this is not always possible and bookings contain no guarantees to this effect.

### 4.3 MISSED SESSIONS

- 4.3.1 No refunds or Make-Up Sessions are available for Missed Sessions during an Experience under any circumstances.

### 4.4 CHANGES & CANCELLATIONS

- 4.4.1 If you have booked an Experience and you now wish to cancel:
- If you inform us more than three weeks before the commencement of the Experience, we will credit Your Account with 50% of the amount paid. Any additional payments will be refunded if required.
  - If you inform us between one and three weeks before the commencement of the Experience, you will forfeit 50% of the amount paid. We will credit Your Account with the other 50%.
  - If you inform us less than one week before the commencement of the Experience, you will forfeit the entire amount paid for the Experience.
- 4.4.2 If you have booked an Experience and you wish to change your booking from one Experience to another, you may do so subject to availability and without cost at our complete discretion.

## 5. Parties

### 5.1 PAYMENT

- 5.1.1 The cost of Parties and valid methods of payment are given in the current Venue & Fee Information Booklet which is included in our Introductory Pack. This information is also included on our Website.
- 5.1.2 The full cost of the Party minus any agreed discounts must be paid at the time of booking the Party.
- 5.1.3 If full payment is not received at the time of booking the Party, we reserve the right to cancel the booking.

### 5.2 ENVIRONMENT

- 5.2.1 You shall be responsible for booking a suitable venue for the Perform Party to take place as well as providing any equipment and materials required for the party, unless otherwise agreed that we will provide the same.
- 5.2.2 As we have no control over the venue or environment of Party activities, we accept no responsibility for problems relating to:
- The space for the Party activities not being of a sufficient size;
  - The ratio of children to Party Leader being too large (we suggest a maximum of 25 to 1);
  - Inadequate control of the Party because of lack of support from parents or adult attendees (this can include disturbing the activities, talking or sharing the same space as the children);
  - Failure to provide a working CD player or a mains power source if this has been agreed;
  - Failure to provide accurate details on location or the address of the party venue; or
  - Failure to inform us of any special issues in advance.

### 5.3 CHANGES & CANCELLATIONS

- 5.3.1 If you have booked a Perform Party and now wish to change the date or time, you may do so without cost providing:
- We have not booked a Party Leader for the Party at the time of notification; and
  - Other Party Leaders are available.
- 5.3.2 If either of the above make changing the time impossible, Cancellation terms will apply as set out in paragraph 5.3.3 below.
- 5.3.3 If you have booked a Perform Party and now wish to cancel:
- If we have not yet booked a Party Leader, we will credit Your Account with 50% of the amount paid which you can use to fund future purchases from Perform. Any additional payments will be refunded if required.
  - If we have already booked a Party Leader, you will forfeit 50% of the amount paid. We will credit Your Account with the other 50% which you can use to fund future purchases from Perform.

## 6. Challenges

### 6.1 CHALLENGE ENTRY

- 6.1.1 Challenge entry is only on recommendation by us.
- 6.1.2 Entry is only complete on payment of the Challenge Fee.
- 6.1.3 We will notify you of the times and locations of Challenges you have entered your child for at least two weeks before

the Challenge.

- 6.1.4 We will endeavour to offer you a time and venue close to the one requested though this may not always be possible.

### 6.2 MISSED CHALLENGES

- 6.2.1 If your child misses or is late for the Challenge, we will endeavour to fit your child into another slot. However, this may not always be possible.

### 6.3 CHANGES & CANCELLATIONS

- 6.3.1 If you have booked a Challenge and now wish to change the date or time, you may do so without cost subject to availability
- 6.3.2 If there is no availability at a convenient alternative venue or time, the cancellation terms in paragraph 6.3.3 below will apply.
- 6.3.3 If you have booked a Challenge and now wish to cancel, you will forfeit the entire amount paid.

## 7. Exclusions

- 7.1 In the event that we consider :
- you are in breach of any of these Terms and Conditions or any regulations issued from time to time by us;
  - the behaviour of your child is disruptive or likely to put other children or Perform staff in danger; or
  - your behaviour towards us, other customers, children in their care or our suppliers, agents, managers, subcontractors or employees is disruptive, inappropriate, consistently negligent (including late collection of your child) or likely to bring us or any of our products or services into disrepute, we reserve the right to exclude your child from any Perform activity or part thereof.
- 7.2 In the event that your child is excluded, no fees or deposits will be repaid to you and we reserve the right to seek payment of the balance of any fees due to us.

## 8. Returned payments and refunds

- 8.1 We will make an administrative charge of £7.50 to cover cheques returned unpaid or unreasonably disputed credit card payments.
- 8.2 In circumstances where a payment is returned:
- we reserve the right to exclude your child without refund or right to Make-Up Sessions in relation to Missed Sessions until the amount of the returned payment is repaid in full; and
  - we reserve the right to claim the amount of the returned payment plus interest plus the cost of any free promotional items or merchandise issued to your child.
- 8.3 Refunds are issued in the form in which the original payment was made with the exception of cash which will be refunded in cheque form.
- 8.4 We will process any refund within 28 days of notifying you that we are issuing you the refund.
- 8.5 No credits or refunds will be issued retrospectively.

## 9. Liabilities

### 9.1 GENERAL DISCLAIMER

- 9.1.1 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.

### 9.2 CANCELLATIONS & VENUE CHANGES

- 9.2.1 We reserve the right to cancel any workshop, Experience, Party or 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 days notice and will attempt to offer you a viable alternative or a refund of any fee paid.
- 9.2.2 Occasionally it is necessary to temporarily change the venue of our workshops, Experiences or any other activity. Where this occurs we will endeavour to ensure that the alternative venue is no more than five miles from the usual location. If the distance is greater than five miles and, as a result, your child is unable to attend, we will credit Your Account with the amount you paid for the Missed Session.

### 9.3 HEALTH & INJURIES

- 9.3.1 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.
- 9.3.2 We do not accept responsibility for loss or damage arising from errors or omissions on the Registration Form whether completed by you or by another person in charge of your child at the time of completion.
- 9.3.3 We do not accept liability for death or personal injury to any child attending Perform or any activity related to Perform whether organised by Perform or otherwise save to the extent that such injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

### 9.4 PERSONAL PROPERTY

- 9.4.1 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 Perform activity save to the extent that such loss shall be caused by the negligence or default of any member of our staff or any other default on our part.

### 9.5 OTHER LOSSES

- 9.5.1 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.
- 9.5.2 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); b) loss of goodwill or reputation; c) any other special, indirect or consequential losses; or d) loss to third parties.

### 9.6 THIRD PARTIES

- 9.6.1 A person who is not party to these Terms and Conditions or any agreement or document incorporating these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 10. Use of personal information

- 10.1 Perform is registered under the Data Protection Act 1998 to process and store data relating to living individuals.
- 10.2 Information you provide or we hold about you (whether or not under our contract (or contracts) with you) may be used by us and our agents to:
- identify you when you contact us;
  - help identify services and/or products provided by us which you may be interested in;
  - help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
  - carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
  - help to prevent and detect fraud or loss; and
  - contact you in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by us.
- 10.3 We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.
- 10.4 From time to time, photographs, film, video or audio recordings may be made during Perform 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.

## 11. Miscellaneous

### 11.1 GENERAL

- 11.1.1 These Terms and Conditions and any Registration Forms you have signed 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.
- 11.1.2 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.

### 11.2 CONTACT

- 11.2.1 You may contact us by any of the methods outlined in paragraph 1.3. We will be deemed to have received any communication from you at the time of processing and, in the case of communication other than by telephone, we will endeavour to process communications within seven working days. For this reason, we recommend speaking to a telephone operator who will process your request at the time and will be able to provide confirmation if required.
- 11.2.2 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.
- 11.2.3 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.

### 11.3 LAW & JURISDICTION

- 11.3.1 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.
- 11.3.2 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.
- 11.3.3 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.