



**Membership Terms and Conditions**

1.1. In these Terms and Conditions the following definitions shall apply:

**Definitions**

“Agreement” means the terms incorporated herein as referenced within Clause 2.

“Class” means an instructor led class made available to the Client by the Company subject to the terms herein.

“Client” means the parent, guardian or carer and any child this wish the register to partake in any Class or event associated with the Company to which these Terms and Conditions apply.

“Company” Nu Moves Dance Studios Limited a company incorporated in Scotland under Registered Number SC532009 and having its Registered Office at Units 2, 3 & 10 St Andrews Way Deans, Livingston, West Lothian, EH54 8GZ.

“Membership Fee” means the amount payable by the Client to the Company in terms of consideration for the services offered herein regardless of non-attendance.

“Registration Form” means the form produced and varied by the Company from time to time as required to reserve a place in a Class.

1.2 Unless the context otherwise requires, references to the singular herein shall include the plural.

1.3 The headings contained within these Terms and Conditions are for convenience only and do not affect their interpretation.

**2. Agreement & Term**

2.1 These Terms and Conditions are deemed to be accepted by the Client by virtue of either attendance by the Client at a Class or payment of the Membership Fee, whichever is earlier.

2.2 These Terms and Conditions constitute the entire contract between the Company and the Client and shall prevail over any and all other agreements, written or oral, unless an agreed variation is duly executed in writing by a statutory director of the Company.

2.3 The Client acknowledges that they have not relied upon any warranty or technical statement previously provided or communicated by the Company in entering the Terms and Conditions herein.

2.4 Subject to the cancellation and termination provisions contained herein, the Term of membership (excluding the weekly options below) shall be twelve (12) months which shall automatically renew for further twelve (12) month periods thereafter.

**3. Membership Fees**

3.1 The Company shall provide access to Classes dependent upon the membership and subsequent Membership Fees selected by the Client. The Company reserves the right to increase the Membership Fee at any time.

3.2 The Company shall provide, and the Client agrees to pay for the Classes based upon the following fee structure until such time as notice is provided in accordance with clause 5 hereof:

| <b>Membership Option (Per Participant)</b>     | <b>Fee (£)</b>                           |
|--|--|
| Two (2) week Trial                             | £6.00                                    |
| One (1) Class (weekly)                         | £24.00 per month (siblings 10% discount) |
| Membership (Unlimited Classes)                 | £45.00 per month                         |
| Joint Siblings Membership (Unlimited Classes)  | £75.00 per month                         |
| Triple Siblings Membership (Unlimited Classes) | £105.00 per month                        |

3.3 Payment of the Membership Fee (or first week/ month of subscription depending upon the selected Member Option must be made in full following the completion of a Registration Form and prior to a place being reserved within a Class. All payments must be received by standing order in clear funds by the Company prior to the 5<sup>th</sup> of every month.

**4. Data Protection**

The Company agrees that it will not, without the Client's written consent, process any data relating to the Client that may breach the content of the Data Protection Act 1998, as amended from time to time.

The Client agrees to the Company using photographs taken during Classes or events associated with the Company on websites or in marketing campaigns where consent is provided within the Registration Form and in accordance with the Company's Privacy Policy. The Client confirms that they have read, understood and accepts the Company's Privacy Policy, as amended from time to time.

**5. Cancellation by the Client**

The Company agrees to permit the Client to cancel/ terminate their membership with the Company upon the expiry of thirty (30) clear days' notice in writing during the Term. For the avoidance of doubt, any such notice in writing must be received through the post to our registered address or via email to cancellations@numoves.co.uk. In the event of cancellation in full by the Client in accordance with the terms herein, the Company shall terminate the membership at the end of the notice period and reimburse any prepaid amount on a pro rata basis for the period beyond the termination date. The Client must ensure payment is made in full for all of the thirty (30) clear days' notice period.

The Client agrees that the above provisions concerning cancellation and payment in full during the thirty (30) clear days' notice period represents a reasonable pre estimate of damages and in no way constitute any form of penalty.

**6. Cancellation by the Company**

The Company shall be entitled at its sole discretion and without liability or notice to cancel any Class and/ or terminate any Client's membership. Should the Company choose to terminate any Client's membership the Company agrees to refund, on a pro rata basis, any prepaid Membership Fee covering the period beyond the date of termination.

**7. Liability**

7.1 The Company shall not be liable under any circumstances for any loss (including loss of profits), expense, damage, delay, costs or compensation which may be suffered or incurred by the Client arising either directly or indirectly from or in any way connected to the Company. Nothing in this Agreement shall restrict the liability of either party for death or personal injury sustained by the other or the Company's employees. The Client agrees to fully indemnify the Company, including legal fees, for any claim made against the Company as a result of any action or omission by the Client during any Class or concerning their membership with the Company, including but not limited to a breach of the Participants, Parents, Guardians and Carers Code of Conduct. It shall be the sole responsibility of the Client to make the Company's instructors aware of any injury or illness currently or recently being suffered by the Client or of any specific needs of the Client.

7.2 The Company shall not be held liable for any failure to perform or cancellation due to a cause outwith the Company's reasonable control.

7.3 Failure or delay by the Company in enforcing or partially enforcing any or the terms of this Agreement shall not be construed as a waiver of any rights under this Agreement.

**8. Code of Conduct**

The Client agrees to adhere to and be bound by the Company's Code of Conduct for Participants, Parents, Carers and Guardians.

**9. Severability**

If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement.

**9. Choice of Law and Choice of Jurisdiction**

These Terms of Business shall be governed by Scots Law and are subject to the exclusive jurisdiction of the Scottish Courts.



# Registration Form

**For completion by Participant, Parent, Carer or Guardian**

Parent/Guardian's Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Membership Option: \_\_\_\_\_

Details of Participant 1 (if different from above) i.e. Child:

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Details of Participant 2 i.e. Sibling:

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Details of Participant 3:

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

|  |  |
|--|--|
| Please tick the box to confirm you have read our privacy policy and consent to manner in which we shall process your personal data   |  |
| Please tick the box to confirm that you consent to pictures and film being taken of your child for marketing purposes associated with the Company or the production of event DVDs. Such data shall be processed in accordance with our privacy policy. <b>If consent is not provided your child will not be able to perform in any of our filmed production shows.</b> |  |
| Please tick the box to confirm that you consent to us processing any sensitive personal data in accordance with our privacy policy   |  |
| Please tick the box to confirm that you consent to us using your personal data for marketing purposes in accordance with our privacy policy  |  |

By signing below you are confirming that you have read, understood and wish to be bound by the Terms and Condition overleaf:

\_\_\_\_\_

Signature



## Sensitive Information and Emergency Contact Form

In the box below please provide confirmation of any illness, injury, medication and/ or needs (both physical and mental) along with any other relevant information which you feel we should be made aware of to ensure the stated participants full enjoyment of our classes and events.

Please enter below the details of your chosen emergency contact:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Number: \_\_\_\_\_