

Terms and Conditions of Service

In these Terms, when we say **you** or **your**, we mean the person expressing an interest in our Classes (either for yourself or as a parent or guardian on behalf of your child). When we say **we**, **us**, or **our**, we mean Andrew Curphey Theatre Company Ltd, a company registered in England and Wales with company number 08030627. We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: office@actheatrecompany.co.uk

These Terms were last updated on 29 April 2025.

Cancellations

Subject to the provisions at clause 7 of these Terms, you may cancel the Services within 14 days of the Commencement Date (**Cancellation Period**). We will not commence the provision of the Services during the Cancellation Period unless you expressly request us to do so.

Please note that where you expressly ask us to commence the provision of the Services during the Cancellation Period:

- you will lose your right to cancel the Services, if the relevant Services are fully performed by us; and
- you will be liable to pay to us an amount for the relevant Services supplied up to when you inform us that you intend to cancel the Services, which will be proportionate to the full Price for the relevant Services for the whole of the Term.

1. Acceptance, Engagement and Term

- 1.1 You accept these Terms by clicking 'I Accept' on the Platform.
- 1.2 These Terms apply from the Commencement Date and will continue for the period as set out on the Platform Booking Page (**Initial Block**). On expiry of the Initial Block, these Terms will automatically be renewed for subsequent periods as set out on the Platform Booking Page (each a **Renewal Block**) unless either Party provides written notice before the end of the Initial Term or the end of the then-current Renewal Block (as applicable) that it does not wish to renew these Terms (**Term**).

2. Services

- 2.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.
- 2.2 We offer classes for performing arts, drama, dance, primary school after clubs and musical theatre (**Classes**). You may select your preferred Classes on the Platform Booking Page.
- 2.3 You acknowledge and agree that your booking for Classes is ongoing and will automatically renew for each subsequent Block, unless you contact us to cancel the Services prior to each Renewal Block in writing using the contact details on our website. Upon completion of each Block, we will reserve your place in the Classes, and you will be automatically enrolled in the Classes for the following Renewal Block. We will send you an auto-renewal confirmation for each Renewal Block, payment will be due in accordance with the Payment Terms outlined on the Platform Booking Page.
- 2.4 We may organise productions, performances, show cases and other events performed in front of a live audience (**Productions**). By purchasing the Services and attending the Classes, you are invited to participate in Productions. Where you are a parent or guardian and do not consent to a child participating in Productions, please inform us in writing.
- 2.5 We make no representations or warranties, express or implied, that our Services will lead to professional theatrical careers, fame, or any particular level of success in the performing arts industry. The success of any participant depends on multiple factors beyond our Classes and is not guaranteed.
- 2.6 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.
- 2.7 Notwithstanding clause 2.6, you agree that we may vary the Services or the Price at any time, by providing 30 days' written notice to you (**Variation Notice Period**). If you do not agree to any amendment made to the Services or Price, you may, before the end of the Variation Notice Period, terminate these Terms by giving us 30 days' notice in writing, in which case, the proposed variation will not come into effect and clause 13.3 will apply.

3. Absences and Rescheduling

- 3.1 In the unlikely event that we need to cancel Classes due to no fault on your part, such as where our team is unwell, we will aim to provide you with as much notice as possible. Depending on the circumstances of changes, we will contact you via email or text message using the contact details you provide when signing up. We will mutually agree a rescheduled date and time for any missed Classes in these circumstances.
- 3.2 If, for any reason, you need to cancel any scheduled Classes with us, you must provide us with reasonable notice in advance of the scheduled Classes, such notice not to be less than 24 hours' prior to the Classes, by calling us or emailing us using the contact details set out on the Platform or our website.
- 3.3 Your attendance to the Classes is essential. Without limiting your consumer law rights, the Price constitutes payment for the entire Block. No refunds, credits, or make-up sessions will be provided for individual missed Classes, regardless of the reason or notice given. This includes instances where you are late to or do not attend individual Classes. You acknowledge and agree that this a genuine pre-estimate of our loss arising from non-attendance, as we reserve your place for the entire Block. You must maintain a minimum of 70% attendance for all Classes. Failure to meet this benchmark may result in removal from the class register and we may release your spot to other students. Exceptions may be granted in our sole discretion for documented emergencies or extenuating circumstances.
- 3.4 If there are repeat absences, due to the nature of the activities, you may lose your place in any scheduled Productions.
- 3.5 Locations for Classes may be subject to change, for example, where the venue stops operating due to unforeseen circumstances which are outside of our control.

4. Your Obligations

- 4.1 You agree to:
- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
 - (b) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
 - (c) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.
- 4.2 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 4.

5. Accounts

- 5.1 You must create an account on the Platform in order to purchase the Services from us (**Account**). Your use of the Platform is subject to the Platform's terms and conditions.
- 5.2 In case of any conflict or inconsistency between the Platform terms and conditions and these Terms, these Terms will prevail.
- 5.3 You must ensure that any personal data you give to us when creating an Account is accurate and up to date. It is your responsibility to keep your Account details confidential and you are responsible for all activity on your Account, including purchases made using your Account details.

6. Price and Payment

- 6.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.
- 6.2 You will not be entitled to any part of the Services until the Price has been paid in full.
- 6.3 The payment methods we offer are set out on the Platform Booking Page. We may offer payment through a third-party provider, for example, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions. We do not store any credit card details, and all payment information is collected and stored through the third-party payment processor.
- 6.4 We may also offer payment via bank transfer. Our bank details can be found via the Platform or by contacting us for details. Where you choose to make a payment via bank transfer, you must send us a copy of the receipt of the relevant bank transfer via email.
- 6.5 The fee for participating in Productions and the payment terms will be set out on the Platform Booking Page when purchasing the Services from us.
- 6.6 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):
- (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs) and remove you from the class register without notice; and/or
 - (b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum. This interest will be calculated daily and will be added to the unpaid amount on a monthly basis, after the date on which payment was due in accordance with the Payment Terms.

- 6.7 All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**), unless otherwise stated. You agree, to pay to us such amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7. Consumer cancellation right

- 7.1 Subject to clause 7.2, you may cancel the Services within 14 days of the Commencement Date (**Cancellation Period**).
- 7.2 Unless you expressly request us to commence the provision of the Services during the Cancellation Period, we will not commence the provision of the Services during the Cancellation Period. Where you expressly request us to commence the provision of the Services during the Cancellation Period, you will lose your right to cancel the Services if the relevant Services are fully performed by us.
- 7.3 If you exercise your right to cancel the Services under this clause 7, you will be liable to pay to us an amount for the relevant Services supplied up to when you inform us that you intend to cancel the Services, which will be proportionate to the full Price for the relevant Services for the whole of the Term.
- 7.4 If you want to cancel the Services, you should email us using the contact details at the start of these Terms, and you may use the Model Cancellation Form at Attachment 1.
- 7.5 Subject to clauses 7.2 and 7.3, where you have paid any part of the Price upfront and have cancelled the Services in accordance with this clause 7, we will provide you with a refund of the amount paid to us within 14 days of you telling us that you have changed your mind.

8. Warranties and Representations

- 8.1 Each Party represents and warrants that:
- (a) it has full legal capacity, right, authority and power to enter into these Terms and to perform its obligations under these Terms; and
 - (b) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms.
- 8.2 You represent and warrant that:
- (a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (b) if you are accepting these Terms on behalf of a child, you have informed the child of the rules of participating in any Services and acknowledge and accept that you have accepted these Terms on behalf of them. You also acknowledge and accept that you will ensure the child will comply with these Terms;
 - (c) you will wear a black Andrew Curphey Theatre Company branded t-shirt to all Classes. For information on how to order our branded clothing, please contact us directly using the contact details set out on the Platform Booking Page or website;
 - (d) you will wear black leggings, trousers or jogging bottoms to all Classes. Any other clothing is strictly prohibited;
 - (e) you will wear trainers to all Classes, and you understand that any other footwear is not permitted;
 - (f) you will ensure that hair is tied back and away from your face;
 - (g) you will treat us and our Personnel with respect, and will not engage in abusive or inappropriate behaviour towards us or our Personnel. You acknowledge and agree that we may immediately terminate these Terms and cease providing the Services without notice where you fail to comply with this clause 8.2(g). To the maximum extent permitted by law, you will not be entitled to a refund of any portion of the Price where we terminate these Terms as a result of your breach of this clause 8.2(g);
 - (h) you will notify us of any pre-existing injuries or medical conditions;
 - (i) you must not attend Classes under any circumstances if you are feeling unwell;
 - (j) in the event you become aware at any time of any medical, physical or psychological condition, injury or impairment that may be detrimental to your health or affect your proper and safe use of the Services, you must immediately notify us, cease to use the Services and contact your medical provider. We may request written confirmation from your medical provider that you are fit to resume your use of the Services again;
 - (k) you are solely responsible for determining the suitability of any Services;
 - (l) you are solely responsible for the safety and security of your personal belongings brought to Classes, rehearsals, or Productions. To the maximum extent permitted by law, we are not liable for any loss, theft, damage or destruction of your personal belongings at the venue(s);
 - (m) you will comply with our reasonable requests or requirements; and
 - (n) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur.

9. Intellectual Property

- 9.1 Nothing in this Agreement constitutes a transfer of one Party's Intellectual Property Rights to the other Party.
- 9.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.
- 9.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Services, as contemplated by these Terms.
- 9.4 If you have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to waive those Moral Rights and waive all rights to object to derogatory treatment of such material.
- 9.5 This clause 9 will survive termination or expiry of these Terms.

10. Confidential Information

- 10.1 Subject to clause 10.2, each Party must (and must ensure that its Personnel) keep confidential, and not use (except to perform its obligations under these Terms) or permit any unauthorised use of, information provided by the other Party, including information about these Terms and the other Party's business and operations.
- 10.2 Clause 10.1 does not apply where the disclosure is required by Law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 10.1.
- 10.3 This clause 10 will survive the termination of these Terms.

11. Privacy

- 11.1 We will comply with all Applicable Data Protection Law with respect to the transfer or processing of any Personal Data in connection with these Terms.
- 11.2 We handle your personal data in accordance with our privacy policy, available here [https://www.acttheatrecompany.co.uk/_files/ugd/35c5ea_61e7ecfdc483470bbfdb6552e9802ad8.pdf].

12. Liability

- 12.1 Nothing in these Terms limits any Liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 12.2 Subject to clause 12.1, but despite anything to the contrary, to the maximum extent permitted by law:
- (a) where you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any Liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
 - (b) if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms;
 - (c) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party, including any failure by that other party to mitigate its loss; and
 - (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to 100% of the Price paid or payable by you to us in respect of the relevant Block in which the Liability arises.
- 12.3 This clause 12 will survive the termination or expiry of these Terms.

13. Termination

- 13.1 Either Party may terminate these Terms before each Renewal Date by giving 30 days' notice in writing to the other Party.
- 13.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.
- 13.3 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Services;
 - (b) any payments made by you to us for Services already performed are not refundable to you;

- (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
- (d) by us pursuant to clause 13.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
- (e) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 10.

13.4 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

13.5 This clause 13 will survive the termination or expiry of these Terms.

14. General

14.1 **Amendment:** Subject to clauses 2.6 and 2.7, these Terms may only be amended by written instrument executed by the Parties.

14.2 **Assignment:** Subject to clauses 14.3 and 14.14, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

14.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

14.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.

14.5 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by The Centre for Effective Dispute Resolution.

14.6 **Entire Agreement:** Without limiting any of your consumer law rights (if applicable), these Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

14.7 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

14.8 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.

14.9 **Governing Law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

14.10 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

14.11 **Publicity:** Despite clause 10, with your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.

14.12 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

14.13 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

- 14.14 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.
- 14.15 **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

15. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Platform Booking Page, and:

Applicable Data Protection Law means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with these Terms, including without limitation, the Data Protection Act 2018.

Block means the Initial Block or the Renewal Block, as applicable.

Business Day means a day on which banks are open for general banking business in London, England, excluding Saturdays, Sundays and public or bank holidays.

Commencement Date means the date that is the earlier of:

- (a) the date that you accept these Terms;
- (b) the date that you ask us to begin supplying the Services; or
- (c) the date that you make part or full payment of the Price.

Expenses means any third party costs or disbursements, reasonably and directly incurred by us and approved in advance by you for the purpose of the supply of the Services.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Intellectual Property Rights or **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, routines, choreography, scripts, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Moral Rights has the meaning given in Chapter IV of the Copyright, Designs and Patents Act 1988 and includes any similar rights in any jurisdiction in the world.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the Commencement Date and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

Payment Terms means the timings for payment of the Price and any Expenses, as set out in the Platform Booking Page.

Personal Data has the meaning given to it in the Data Protection Act 2018.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Platform means the ClassForKids platform found at <https://classforkids.io/en-GB>

Platform Booking Page means our booking page on the Platform to which these Terms are incorporated.

Price means the price for the Services, set out in the Platform Booking Page, and as adjusted in accordance with these Terms.

Renewal Date means the date your enrolment onto the Classes is renewed for the next Block in accordance with clause 1.2, as set out in the Platform Booking Page.

Services means the services (including Classes and the Productions) set out in the Platform Booking Page, as adjusted in accordance with these Terms.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.

16. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to time is to local time in London, England; and
- (g) a reference to £ or pounds refers to the currency of the UK from time to time.

ATTACHMENT 1 – MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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