

# **Holiday Workshop**

## **TERMS AND CONDITIONS**

By signing yourself/your young person up to a Make/Sense Holiday Workshop, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Make/Sense Theatre ("Agreement").

The Agreement is made between the young person signed up to a project ("Participant") OR their parent/guardian ("Parent", "you" or "your") and Make/Sense Theatre ("Make/Sense Theatre", "we", "our", "us") and is valid at all times whilst the Participant is enrolled on any Make/Sense Theatre activity and until such time as written notice is given in accordance with these Terms & Conditions.

### **1. INTRODUCTION**

#### **1.1**

These Terms & Conditions apply to our Holiday Workshops 2021.

#### **1.2**

For enrolment of a Participant in a Make/Sense activity all Participants or Parents are required to consent to these Terms & Conditions by completing a booking via our Pembee booking system. We may update these Terms & Conditions from time to time.

#### **1.3**

Any changes to these Terms & Conditions require the written consent or approval of Make/Sense Theatre.

#### **1.4**

"Workshop Leader" refers to members of the Make/Sense team who are leading the sessions.

### **2. ENROLLING A NEW PARTICIPANT FOR A HOLIDAY WORKSHOP 2021**

#### **2.1**

To confirm your place as a Participant of the Holiday Workshops 2021, the Participant or Parent must agree to these Terms & Conditions.

## 2.2

Each Participant's place is allocated on a 'first come, first served' basis.

## **3. USE OF PERSONAL INFORMATION**

### 3.1

The personal data (as it is defined in the Data Protection Act 2018) of a Participant and/or Parent will be processed by Make/Sense Theatre, in accordance with its Privacy Policy, which can be found on our website.

### 3.2

Make/Sense Theatre owns all the rights, title and interest to its website, including software, text and media and its trade marks, logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Half-Term, is owned by Make/Sense Theatre.

### 3.3

Photographs and video footage of pupils taken by Make/Sense Theatre may be used on our website and for publicity purposes. If you do not wish your child's image used for these purposes you must inform us on the Make/Sense Theatre Photographic Consent Form.

## **4. HEALTH AND INJURIES**

### 4.1

Participants take part at their own risk and Participants or Parents are obliged to inform Make/Sense Theatre and its staff of any existing injuries or medical condition. All bookings on Pembee must provide any updates to medical conditions stated when registering an attendee on Pembee. Any changes to such information must be notified to Make/Sense Theatre immediately in writing. By agreeing to these terms and conditions, you consent to Make/Sense Theatre offering your child emergency First Aid and also to seeking any necessary emergency medical advice or treatment.

### 4.2

If you are unsure whether a Participant should participate in any activity, please consult the Participant's GP before enrolling the Participant on the Holiday Workshops 2021.

### 4.3

Participants must wear suitable footwear and clothing at all times.

### 4.4

If a Participant is unwell or has an accident requiring emergency treatment, Emergency Contacts will be phoned via details provided on the Participant Registration Form. This number must always be contactable whilst the Participant is attending the sessions.

#### 4.5

Parents/Participants are responsible for ensuring that the emergency contact details on Make/Sense Theatre's records are up to date.

### **5. PERSONAL PROPERTY**

#### 5.1

Participants are supported to take care of their own belongings. However, Mark/Sense Theatre can accept no liability for lost or damaged belongings.

#### 5.2

The liability of Make/Sense Theatre and that of its staff is restricted to class time only and then only to gross negligence.

### **8. GENERAL**

#### 8.1

Make/Sense Theatre may, at its own discretion, refuse a Participant entry to a Make/Sense Theatre session if it is felt that they are unable to safely support their needs and/or behaviours.

#### 8.2

Make/Sense Theatre reserves the right to make changes to the timetable and to the teaching staff from the advertised programme in the event of illness or other circumstances beyond our control.

#### 8.3

Where a session of the Holiday Workshops 2021 has to be cancelled by Make/Sense Theatre, Workshop Leaders will give as much notice as possible. In the event of a last minute session cancellation, you will be notified by email, text message, a call to your mobile phone or through a designated Make/Sense social media site. Parents or Participants must ensure that they provide their Workshop Leader with up-to-date contact details.

#### 8.4

It is occasionally necessary to change the time and/or venue of a Make/Sense Theatre session. This will only be done if absolutely necessary and Make/Sense Theatre will do its best to keep class times and locations as similar as possible but unfortunately this cannot always be guaranteed.

#### 8.5

All Participants must be collected on time after a session. Make/Sense Theatre is unable to supervise Participants after a session.

#### 8.6

These Terms & Conditions, together with the booking on Pembee constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

8.7

In the event that one or more of the provisions of the Agreement is found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.

8.8

The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.