

CREATIVE YOUTH ASSEMBLY

TERMS AND CONDITIONS

By signing yourself/your child up to the Make/Sense Creative Youth Assembly, 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 Creative Youth Assembly.

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 signature at the end of Registration Form. 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

A "Half-Term" refers to a course of sessions which will be delivered over a number of weeks, following an academic half-term as closely as possible. The Half-Term classes will take place once per week for one or two hours as detailed at the time of booking.

1.5

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

2. ENROLLING A NEW PARTICIPANT FOR CREATIVE YOUTH ASSEMBLY

2.1

To confirm your place as a new Participant of Creative Youth Assembly, 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. BALANCE PAYMENTS

3.1

The Balance must be paid in full, subject to any alternative agreements made with the Workshop Leaders by the first day of the Half-Term.

4. HALF-TERM

4.1

Once enrolled on a Half-Term, Term Dates for the next Term will be confirmed to Participants or Parents.

4.2

Payment is due for the next Half-Term before its start date, subject to any alternative payment agreements you may have with the Workshop Leaders.

5. USE OF PERSONAL INFORMATION

5.1

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.

5.2

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.

5.3

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 Booking Form that you do not agree with the Make/Sense Theatre Photographic Consent Form.

6. HEALTH AND INJURIES

6.1

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 Free Trial Registration Forms must have any known medical conditions stated and 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 of any necessary emergency medical advice or treatment in the future – see Free Trial Registration Form.

6.2

If you are unsure whether a Participant should participate in any activity, please consult the Participant's GP before enrolling the Participant in Creative Youth Assembly.

6.3

Participants must wear suitable footwear and clothing at all times.

6.5

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

6.6

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

7. PERSONAL PROPERTY

7.1

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

7.2

You acknowledge that the maximum aggregate liability of the Make/Sense Theatre to a Participant or Parent under these Terms & Conditions shall not exceed the Creative Youth Assembly fee.

7.3

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 a Creative Youth Assembly 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

In the event that a Participant is unable to attend a Creative Youth Assembly session, due to sickness, holiday or a decision by the Parent or Participant not to attend, Make/Sense Theatre regrets that it is unable to refund any payment.

8.6

All Participants must be collected on time after a session. Make/Sense Theatre is unable to supervise Participants after a session and consistent late collection will result in additional charges.

8.8

These Terms & Conditions, together with the Free Trial Registration Form and Booking Form 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.

8.9

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.

8.91

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.