

LASTACT STUDIOS TERMS AND CONDITIONS

This agreement sets out the terms and conditions that will govern the relationship between us, LastAct LTD and you the Parent/Guardian. It is a legally binding agreement. These Rules are important to maintain standards and to ensure that all members gain the maximum benefit from their membership and/or time with LastAct LTD.

The Academy and the majority of classes offered by LastAct Studios require a membership. Standalone courses offered by LastAct Studios do not require a membership but require a full fee to be paid in advance. All fees include VAT and payment fees.

Please read the appropriate sections of our terms and conditions applicable to you.

LastAct Academy

Each prospective LastAct Academy member is entitled to a free trial period of one week. These free trials are limited to the first four weeks of a new term. After these weeks, the next available trial weeks will be in the following term. A prospective LastAct Academy member is entitled to only ONE free trial. For the avoidance of doubt, this means a free trial can only happen once per LastAct Academy member in their lifetime.

If a member leaves LastAct Academy and then returns to LastAct Academy at a later date, they are not entitled to another free trial.

Academy fees are spread across a year. There are 3 terms in a year with the payments divided over 12 months.

Term 1 encompasses payments from September - December, Term 2 encompasses payments from January to April and Term 3 encompasses payments from May to August. The minimum membership period of LastAct Academy is one full Term. Should a student cancel their membership during a term, the remaining balance for the term will still be owed and you will still be charged monthly until the end of that term.

Fees are charged monthly (subject to any relative discount). New student's fees start being charged on a monthly basis after their one free trial.

It will be assumed that your child's/children's membership will continue unless either party cancels by giving the other notice of at least **one month**. Should you cancel a membership during a term, the remaining balance for the term will still be owed and you will still be charged monthly until the end of that term. Should your child/children not be joining for a subsequent term, you must give a minimum of one months notice, otherwise you'll be charged the first monthly payment of the new term.

There is a 10% sibling discount applied across the total amount of your Academy fee. If a sibling leaves the Academy, resulting in one child only maintaining Academy membership, you will no longer be entitled to a sibling discount. This discount is automatically applied to your monthly fee.

For the avoidance of doubt, once a term has begun, full term block fees are due for the Academy. These are paid monthly until the end of term. No refunds are given unless a valid reason is agreed. If a student's membership is cancelled by you at any point within the term, you will still be charged monthly until the end of that term. If you cancel a membership less than a month before a new term starts, you will still be charged monthly until the end of your notice period of one month.

We will suspend membership during the minimum membership period in the event that you child/children are unable to attend the Academy for more than one month due to his / her injury or illness.

In the unfortunate event that it is medically no longer possible for you child/children to attend LastAct Academy we will cancel the minimum membership period without any further obligation to you. We require evidence in the form of a GP or hospital letter setting out the medical reasons. Upon receipt of valid reasons, LastAct LTD will refund any payments made on a pro rata basis.

LastAct Academy offers refunds on a case by case basis. Should a valid reason be found for termination of membership, LastAct LTD will refund any payments made on a pro rata basis.

In the event that you do not make the membership fee payments when due, the right to send your child/children to attend LastAct Academy will be withdrawn until payment is received and brought up to date. Interest is payable (whether before or after judgement) on any sums not paid when due at the rate of 4% p.a. above the Bank of England base lending rate calculated daily.

If your account falls into arrears on more than three occasions during any one calendar year we reserve the right to terminate your membership with immediate effect.

Class timetables and teachers are subject to change from time to time without notice. Should a session be completely cancelled, LastAct LTD will offer an appropriate alternative time.

No refunds are granted should a student miss a session. LastAct Academy is not obliged to make up sessions should a student be absent of their own volition.

Entrance to classes may be barred to anyone arriving more than 15 minutes late.

A teacher may, at any time, ask your child to leave a class if he/she is jeopardising the safety or enjoyment of others or their educational experience.

LastAct Academy reserves the right to change the day, time and location of the sessions. Advance notice will be provided where possible. Should these changes prevent a member from attending due to other commitments or other issues, LastAct LTD will refund any payments made on a pro rata basis.

Should a local or national lockdown occur, or should LastAct Academy be forced into changes that prevent a physical/live session from happening, (this includes, but not limited to, national and localised shutdown due to weather, pandemic, venue availability and lockdown,) LastAct Academy sessions will continue online where possible. These sessions will be provided at the same time as the live sessions.

We may terminate your membership and discontinue your child's/children's entitlement to attend LastAct Academy in the event of serious or repeated breach of these Membership rules.

This agreement may be terminated if either party is in serious breach of its obligations to the other.

We reserve the right to use any individual or group photographs or moving images of your child for press, promotional or filming purposes.

Bullying, harassment, abuse or other inappropriate behaviour by you, your child or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.

To the extent permitted by law, our liability to you, save in respect of death or personal injury caused by our negligence shall be limited to the total amount you have paid for your membership.

You and your child must treat all LastAct Academy members, children, staff, teachers and volunteers with respect and consideration. LastAct LTD does not tolerate rude, offensive or aggressive remarks and behaviour in any way.

You must make yourself and your child aware of the health and safety rules of the venue and comply with the recommendations at all times.

Smoking and the bringing or consumption of alcohol and the use or being under the influence of illegal substances is not permitted whilst at LastAct Academy.

If you have a complaint or concern that cannot be resolved via the LastAct Academy Principal, please contact us privately and we will do our best to resolve the matter.

We reserve the right to make changes to these rules and will communicate any changes to you at the address or email specified. Proof of sending such notice shall be sufficient evidence of receipt.

A one month notice period is required for termination of membership and can only be given in writing to LastAct LTD, Old Saw Mills, Marsh Brows, Formby, L37 3PD or

via email to catherinelast@lastact.org.uk or clairepayne@lastact.org.uk The time of receipt (not sending) shall be the time of commencement of the notice period.

LastAct Studios Classes

LastAct Studios offer multiple classes in dance and acting. Each class comes with the opportunity to trial. Each student is entitled to only ONE free trial per discipline of dance or acting class offered. For the avoidance of doubt, this means a free trial can only happen once per LastAct Studios class per student in their lifetime. If a student no longer accesses a class and then returns to that LastAct Studios classes at a later date, they are not entitled to another free trial.

The minimum membership period of LastAct Studio classes is half an academic term (usually around 2 months). Class fees are billed monthly.

Classes occur weekly during term time. This averages to 6 weeks a half term or 36 weeks a year. A monthly fee for a 45 minute class is £19 per month. A monthly fee for a 30 minute class is £14.50. Each additional class you select will be billed additionally to your first class. There are reductions in the fees based on how many classes your child/children attend.

- 1 - 2 classes - no discount
- 3 - 4 classes - 5% discount
- 5 - 6 classes - 10% discount
- 7 - 8 classes - 15% discount
- 9 – 10 classes – 20% discount
- 11+ classes – 25% discount

It will be assumed that your membership will continue unless either party cancels by giving the other notice of at least **one month**. Should you cancel membership during a half term, the remaining balance for the half term will still be owed and you will still be charged monthly until the end of that half term. Should your child/children not be joining for a subsequent half term, you must give a minimum of one months notice, otherwise you'll be charged the first monthly payment of the new half term.

For the avoidance of doubt, once a half term has begun, full fees are due for the selected classes. These are paid monthly until the end of the half term. No refunds are given unless a valid reason is agreed. If a student's membership is cancelled by you at any point within the half term, you will still be charged monthly until the end of that half term. If you cancel a membership less than a month before a new half term starts, you will still be charged monthly until the end of your notice period of one month.

We will suspend membership during the minimum membership period in the event that your child/children are unable to attend classes for more than one month due to his / her injury or illness.

In the unfortunate event that it is medically no longer possible for your child/children to attend their selected classes we will cancel the minimum membership period without any further obligation to you. We require evidence in the form of a GP or hospital letter setting out the medical reasons. Upon receipt of valid reasons, LastAct LTD will refund any payments made on a pro rata basis.

LastAct Studios offers refunds on a case by case basis. Should a valid reason be found for termination of membership, LastAct LTD will refund any payments made on a pro rata basis.

In the event that you do not make the membership fee payments when due, the right to send your child/children to attend LastAct Academy will be withdrawn until payment is received and brought up to date. Interest is payable (whether before or after judgement) on any sums not paid when due at the rate of 4% p.a. above the Bank of England base lending rate calculated daily.

If your account falls into arrears on more than three occasions during any one calendar year we reserve the right to terminate your membership with immediate effect.

Class timetables and teachers are subject to change from time to time without notice. Should a session be completely cancelled, LastAct LTD will offer an appropriate alternative time.

No refunds are granted should a student miss a session. LastAct Studios is not obliged to make up class sessions should a student be absent of their own volition.

Entrance to classes may be barred to anyone arriving more than 15 minutes late.

A teacher may, at any time, ask your child to leave a class if he/she is jeopardising the safety or enjoyment of others or their educational experience.

LastAct Studios reserves the right to change the day, time and location of the sessions. Advance notice will be provided where possible. Should these changes prevent a member from attending due to other commitments or other issues, LastAct LTD will refund any payments made on a pro rata basis.

Should a local or national lockdown occur, or should LastAct Studios be forced into changes that prevent a physical/live session from happening, (this includes, but not limited to, national and localised shutdown due to weather, pandemic, venue availability and lockdown,) LastAct Studios sessions will continue online where possible. These sessions will be provided at the same time as the live sessions.

We may terminate your membership and discontinue your child's/children's entitlement to attend LastAct Studios in the event of serious or repeated breach of these Membership rules.

This agreement may be terminated if either party is in serious breach of its obligations to the other.

We reserve the right to use any individual or group photographs or moving images of your child for press, promotional or filming purposes.

Bullying, harassment, abuse or other inappropriate behaviour by you, your child or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.

To the extent permitted by law, our liability to you, save in respect of death or personal injury caused by our negligence shall be limited to the total amount you have paid for your membership.

You and your child must treat all LastAct Studios members, children, staff, teachers and volunteers with respect and consideration. LastAct LTD does not tolerate rude, offensive or aggressive remarks and behaviour in any way.

You must make yourself and your child aware of the health and safety rules of the venue and comply with the recommendations at all times.

Smoking and the bringing or consumption of alcohol and the use or being under the influence of illegal substances is not permitted whilst at LastAct Studios.

If you have a complaint or concern that cannot be resolved via LastAct Studios Management, please contact us privately and we will do our best to resolve the matter.

We reserve the right to make changes to these rules and will communicate any changes to you at the address or email specified. Proof of sending such notice shall be sufficient evidence of receipt.

A month notice period is required for termination of membership and can only be given in writing to LastAct LTD, Old Saw Mills, Marsh Brows, Formby, L37 3PD or via email to catherinelast@lastact.org.uk or clairepayne@lastact.org.uk The time of receipt (not sending) shall be the time of commencement of the notice period.

LastAct Specials

LastAct Studios offer special classes delivered in a course format. These courses can be of a variety of lengths. Each course comes with a specific fee charge. Entire payment is required in full in order to attend the course.

LastAct Studios offers refunds on a case by case basis. Should a valid reason be found for termination of attendance, LastAct LTD will refund any payments made on a pro rata basis.

In the unfortunate event that it is medically no longer possible for your child/children to attend their course we will cancel their place without any further obligation to you. We require evidence in the form of a GP or hospital letter setting out the medical reasons. Upon receipt of valid reasons, LastAct LTD will refund any payments made on a pro rata basis.

In the event that you do not make the membership fee payments when due, the right to send your child/children to attend LastAct Academy will be withdrawn until payment is received and brought up to date. Interest is payable (whether before or after judgement) on any sums not paid when due at the rate of 4% p.a. above the Bank of England base lending rate calculated daily.

Course session timetables and teachers are subject to change from time to time without notice. Should a session be completely cancelled, LastAct LTD will offer an appropriate alternative time.

No refunds are granted should a student miss a session. LastAct Studios is not obliged to make up course sessions should a student be absent of their own volition.

Entrance to course sessions may be barred to anyone arriving more than 15 minutes late.

A teacher may, at any time, ask your child to leave a class if he/she is jeopardising the safety or enjoyment of others or their educational experience.

LastAct Studios reserves the right to change the day, time and location of the sessions. Advance notice will be provided where possible. Should these changes prevent a student from attending due to other commitments or other issues, LastAct LTD will refund any payments made on a pro rata basis.

Should a local or national lockdown occur, or should LastAct be forced into changes that prevent a physical/live session from happening, (this includes, but not limited to, national and localised shutdown due to weather, pandemic, venue availability and lockdown,) LastAct Studios sessions will continue online where possible. These sessions will be provided at the same time as the live sessions. If continuing online isn't possible, full refunds will be made on a pro-rata basis.

We may terminate access to our courses and discontinue your child's/children's entitlement to attend LastAct Studios in the event of serious or repeated breach of these rules.

This agreement may be terminated if either party is in serious breach of its obligations to the other.

We reserve the right to use any individual or group photographs or moving images of your child for press, promotional or filming purposes.

Bullying, harassment, abuse or other inappropriate behaviour by you, your child or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.

To the extent permitted by law, our liability to you, save in respect of death or personal injury caused by our negligence shall be limited to the total amount you have paid for your membership.

You and your child must treat all LastAct Studios members, children, staff, teachers and volunteers with respect and consideration. LastAct LTD does not tolerate rude, offensive or aggressive remarks and behaviour in any way.

You must make yourself and your child aware of the health and safety rules of the venue and comply with the recommendations at all times.

Smoking and the bringing or consumption of alcohol and the use or being under the influence of illegal substances is not permitted whilst at LastAct Studios.

If you have a complaint or concern that cannot be resolved via LastAct Studios Management, please contact us privately and we will do our best to resolve the matter.

We reserve the right to make changes to these rules and will communicate any changes to you at the address or email specified. Proof of sending such notice shall be sufficient evidence of receipt.

Should you wish to cancel your child/children's attendance on a course, notice must be given in writing to LastAct LTD, Old Saw Mills, Marsh Brows, Formby, L37 3PD or via email to catherinelast@lastact.org.uk or clairepayne@lastact.org.uk.

LastAct Holiday Workshops

Half Term Workshops are booked per day, although we do offer a weekly rate for those booking multiple days. Summer Workshops are charged per week. Full payment is due upon application.

In the event of you requesting to cancel your child's place the following guidelines will be followed:

- If a cancellation is requested 28 days or more before the first day of the booked workshops, we will refund the total cost less an admin fee of 10%.
- If a cancellation is requested 14 days before the first day of the booked workshops, we will refund 50% of the total cost.
- If a cancellation is requested less than 14 days before the first day of the booked workshops, we are unable to issue a refund unless we receive a valid

reason for the cancellation. Upon receipt, we will cancel the place and issue a refund for the total cost less an admin fee of 10%.

- In the unfortunate event that it is medically no longer possible for the child to attend, we will cancel the place and issue a refund for the total cost less an admin fee of 10%. We require evidence in the form of a GP or hospital letter setting out the medical reasons.

Should you wish to cancel your child/children's attendance on a workshop, notice must be given in writing to LastAct Ltd, Old Saw Mills, Marsh Brows, Formby, L37 3PD or via email to catherinelast@lastact.org.uk or clairepayne@lastact.org.uk.

LastAct LTD offers refunds on a case by case basis. Should a valid reason be found for termination of attendance, LastAct LTD will refund any payments made on a pro rata basis.

Should a session be completely cancelled by LastAct LTD, LastAct LTD will issue a credit note or issue a full refund.

No refunds are granted should a student be absent. LastAct LTD is not obliged to make up workshop sessions should a student be absent of their own volition.

A teacher may, at any time, ask your child to leave a class if he/she is jeopardising the safety or enjoyment of others or their educational experience.

LastAct LTD reserves the right to change the time and location of the workshops. Advance notice will be provided where possible. Should these changes prevent a student from attending due to other commitments or other issues, LastAct LTD will refund any payments made on a pro rata basis.

Should a local or national lockdown occur, or should LastAct be forced into changes that prevent a physical/live session from happening, (this includes, but not limited to, national and localised shutdown due to weather, pandemic, venue availability and lockdown,) LastAct Workshops will continue online where possible. These sessions will be provided at the same time as the live sessions. If continuing online isn't possible, full refunds will be made on a pro-rata basis.

We may terminate access to our courses and discontinue the child's entitlement to attend LastAct Holiday Workshops in the event of serious or repeated breach of these rules.

This agreement may be terminated if either party is in serious breach of its obligations to the other.

We reserve the right to use any individual or group photographs or moving images of your child for press, promotional or filming purposes.

Bullying, harassment, abuse or other inappropriate behaviour by you, your child or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.

To the extent permitted by law, our liability to you, save in respect of death or personal injury caused by our negligence shall be limited to the total amount you have paid for your workshop/s.

You and your child must treat all LastAct LTD members, children, staff, teachers and volunteers with respect and consideration. LastAct LTD does not tolerate rude, offensive or aggressive remarks and behaviour in any way.

You must make yourself and your child aware of the health and safety rules of the venue and comply with the recommendations at all times.

Smoking and the bringing or consumption of alcohol and the use or being under the influence of illegal substances is not permitted whilst attending LastAct Holiday Workshops.

If you have a complaint or concern that cannot be resolved via LastAct Management, please contact us privately and we will do our best to resolve the matter.

We reserve the right to make changes to these rules and will communicate any changes to you at the address or email specified. Proof of sending such notice shall be sufficient evidence of receipt.

This agreement is governed by the laws of England and Wales.