TERMS AND CONDITIONS

1. REGISTRATION

REGISTERING FOR CLASSES: All students must be registered on Motion Dance Academy Studio Pro platform https://app.gostudiopro.com/online/motiondanceacademy (under 18s must be registered by a parent/guardian). By registering for an account and/or booking a class, you confirm that you have read and accepted these Terms and Conditions. These Terms and Conditions form part of the agreement between you and Motion Dance Academy.

For students under 18, the parent or guardian who completes the registration is responsible for accepting these Terms and Conditions on behalf of the student and for fulfilling any obligations relating to payment, attendance, cancellation and other matters set out in these Terms and Conditions.

INFORMATION HELD ON PORTAL: It is the parent/guardian's responsibility to make sure that all contact details and other personal information held on their account is up to date. Please note that Motion Dance Academy staff cannot access or amend your payment details, all updates must be managed by customers directly through the online portal. You are responsible for ensuring that your payment details are valid and that any payments due can be successfully processed.

SECURING YOUR PLACE: A student's place in class is not confirmed until registration is complete and the membership fee is paid. If registration and patent are not completed by the first class following a trial, the student will not be permitted to participate in the class and the place may be offered to another student.

COSTS AT REGISTRATION: When registering for classes, please note that the following costs apply:

- **Annual membership fee:** £24 per student, payable on registration and then every September.
- **New Starter Uniform Pack:** A mandatory purchase, price and contents varying according to class. The applicable pack and current price are shown in our uniform shop.
- **Class Fees:** Payable in accordance with the class fee and payment arrangement for your chosen class(es). Where a student joins part-way through a month, the first payment include the regular

monthly fee plus the cost of any classes attended during the previous month that were not covered by the trial.

2. ANNUAL MEMBERSHIP FEES

MEMBERSHIP FEE: The annual membership fee of £24 per student. It is payable on joining and every September . Once paid, the membership fee is non-refundable, including where a student subsequently decides not to attend any classes or withdraws from classes after attending one or more lessons.

WHAT THE MEMBERSHIP FEE SUPPORTS: The membership fee contributes towards the annual costs associated with running the academy including:

- Music Licenses and insurance.
- Safeguarding, first aid training and professional development for all staff.
- Termly Check-In Messages to keep parents informed of progress and goals
- Yearly Report Cards distributed in the Summer Term
- Regular Staff Training and teacher development sessions
- Administration & Communication Systems
- Student Wellbeing Initiatives such as our dancer of the week

3. MANDATORY UNIFORM PACK FOR NEW STARTERS

NEW STARTER UNIFORM: Following registration and payment of the membership fee, all new starters are required to purchase the complete uniform pack applicable to their class.

MANDATORY PACK PURCHASE: New starters are required to purchase the complete new-starter uniform pack. The new-starter uniform pack consists of an academy t-shirt, academy bag and the appropriate class-specific uniform. Purchasing the class-specific uniform separately, whether through our shop or from another supplier, does not fulfil the new-starter uniform pack requirement.

THREE-WEEK DEADLINE: Students are expected to be in full uniform by their third class after trial, subject to the required items being available in the relevant size. Parents/guardians should place orders as soon as possible to allow sufficient time for ordering and delivery.

ONLINE ORDERING: New-starter uniform packs must be purchased directly through our designated uniform supplier. They can be ordered though the online shop. Uniform packs can be ordered here: the-ballet-barre.sumupstore.com/page/motion-new-starter-bundles

PACK SELECTION: Please ensure that you select the correct uniform pack for your child's class. Incorrect dancewear will not be permitted in class. Pack contents and prices varying depending on the class and are shown in the uniform shop.

If a student attends more than one class style, only one complete new-starter uniform pack is required. The pack should be selected for one of the student's classes, and any additional class-specific uniform items required for their other class(es) can be purchased separately.

4. FEES

4. 1 HOW FEES ARE CALCULATED AND BILLED

TIME BASED FEE: Tuition fees are calculated based on the total class time per student per week over the full academic year (September to July). The annual tuition fee is then split into 12 equal monthly payments, billed from September to August. The monthly instalment is therefore the same each month and does not vary according to the number of classes taking place in that particular month.

AUGUST PAYMENTS: As annual fees are divided into 12 equal monthly payments, a payment is also due in August, even though no classes run during this month. This is the final instalment of the year and relates to classes provided during the academic year up to the end of July.

ACRO AND TUMBLE CLASSES: An additional 15 minutes of class time is included when calculating tuition fees for all acro and tumble classes reflecting the additional equipment and insurance requirements for these classes.

SIBLINGS: Tuition fees are calculated separately for each student. Where a family has more than one student, the individual fees for each student will be shown separately.

MONTHLY DIRECT DEBITS: Payments are collected automatically on 1st of each month (or first working day).

FEES REVIEW: Fees are reviewed annually in September. Motion Dance Academy will provide a minimum of half a term's notice regarding any upcoming fee adjustments.

4.2 ATTENDANCE, CANCELLATIONS AND TIMETABLE CHANGES

MISSED CLASSES: No refunds or credits will be given for classes a student is unable to attend, except in exceptional circumstances and at the discretion of the Principal, with prior agreement. We are unable to offer attendance at another class to compensate for a missed regular class.

CANCELLED CLASSES: If a class must be cancelled due to unforeseen circumstances, Motion Dance Academy will aim to provide a rescheduled session, typically by extending the term by one week.

SCHEDULE CHANGES: We strive to keep class times permanent. If an unavoidable change to the class timetable occurs, we aim to provide half a term's notice. If a short-notice timetable change directly results in your child being unable to continue, the standard cancellation notice period will be waived.

EVENTS OUTSIDE OUR REASONABLE CONTROL: We may need to cancel, postpone, relocate or alter classes or activities where this is necessary because of circumstances outside our reasonable control, including severe weather, fire, flooding, loss of essential utilities, venue closure, government or public authority restrictions, or other circumstances affecting the safe or practical operation of the Academy.

Where reasonably possible, Motion Dance Academy will provide notice and will consider appropriate alternatives, such as rescheduling, relocating or providing an alternative arrangement. Where an alternative cannot reasonably be provided, Motion Dance Academy will determine any refund or credit in accordance with the circumstances and these Terms and Conditions.

ONLINE DELIVERY CONTINGENCY: Motion Dance Academy reserves the right to transition classes to online delivery if required. As much notice as possible will be provided. Monthly tuition fees will remain payable during periods when classes are delivered online.

4.3 PAYMENT FAILURES

FAILED PAYMENTS: If a scheduled payment fails, Studio Pro will automatically attempt to collect the payment again. Parents/guardians are responsible for ensuring that valid payment details are maintained and that sufficient funds are available.

OUTSTANDING BALANCES: If payments remain outstanding following failed collection attempts, Motion Dance Academy may suspend the student's participation in classes until the outstanding balance has been cleared.

5. SUBSCRIPTIONS: CANCELLATION AND SUSPENSIONS

5.1 CUSTOMER CANCELLATION NOTICE PERIOD

ONE CALENDAR MONTH'S NOTICE: To cancel your child's classes, you must provide a minimum of one full calendar month's written notice.

For example:

- Notice received on 30 November: December will be the final month for which fees are payable.
- Notice received on 1 December: January will be the final month for which fees are payable.

LEAVING AT THE END OF THE SUMMER TERM: If a student leaves at the end of the academic year in July, the August payment remains fully due, regardless of when notice is received. Annual tuition fees are calculated for the September to July academic year and spread across 12 equal monthly payments from September to August.

WRITTEN NOTICE: Cancellation notice must be submitted by email to info@motiondanceacademy.co.uk . The notice period begins on the date the email is received at this designated address. Verbal notice, text messages or WhatsApp messages do not constitute formal cancellation notice.

Students may continue to attend their usual classes during the notice period, provided that all applicable fees have been paid.

5.2 CANCELLATION OF PAYMENT MANDATE

Cancelling a Direct Debit or other payment mandate does not cancel your contractual obligation to pay fees due during the required notice period.

If you cancel your payment mandate before all final fees have been collected, Motion Dance Academy will issue an invoice for any outstanding fees. A £10 administration charge will also be added to the account to cover the additional administration required to process the outstanding balance and arrange alternative payment.

The invoice will be payable by the date stated on the invoice.

OVERDUE INVOICES: If an invoice remains unpaid after its due date, Motion Dance Academy reserves the right to charge interest on the outstanding balance at a rate of 8% per annum, calculated from the day after the payment due date until the outstanding balance is paid in full.

If outstanding fees remain unpaid, Motion Dance Academy reserves the right to take reasonable steps to recover the debt, including referring the matter for debt recovery or taking legal action where appropriate.

5.3 PAYMENT MANDATE CANCELLED WITHOUT WRITTEN NOTICE

If a payment mandate is cancelled without the required written cancellation notice being received, Motion Dance Academy will contact you by email to clarify your intentions.

If no response is received within 7 days, the end of this 7-day period will be treated as the date on which cancellation notice was received. The account will then be invoiced for:

- any fees due for classes up to and including that date;
- all fees falling within the applicable cancellation notice period; and
- a £10 administration charge to cover the additional administration required to process the outstanding balance and arrange alternative payment.

The invoice will be payable by the date stated on the invoice. If the invoice remains unpaid after its due date, the provisions relating to overdue invoices will apply.

OVERDUE INVOICES: If an invoice remains unpaid after its due date, Motion Dance Academy reserves the right to charge interest on the outstanding balance at a rate of 8% per annum, calculated from the day after the payment due date until the outstanding balance is paid in full.

Motion Dance Academy reserves the right to take reasonable steps to recover unpaid debts, including referring the matter for debt recovery or taking legal action where appropriate.

5.4 TEMPORARY SUSPENSIONS

APPLICATION: Customers may request a temporary suspension of classes instead of cancelling their place. Requests must be made in writing to info@motiondanceacademy.co.uk and are subject to approval by the Principal.

TIMING AND DURATION: Suspensions must normally be arranged before the start of the Autumn, Spring or Summer term and may last for no more than one full academic term. A half-term suspension may be considered where it runs to the end of the current term.

SECURED PLACE: A student's place in a class is not guaranteed during a suspension. If the class reaches capacity while the student is away, the place may be offered to another student and the returning student may need to join the waiting list.

RETURNING FROM A SUSPENSION: Students are expected to return immediately following the agreed suspension end date. If the student does not return, the standard cancellation notice period will apply.

PAYMENTS DURING A SUSPENSION: Where a suspension has been approved, no tuition fees will be charged during the agreed suspension period. The customer's payment mandate must remain active so that it can be used when tuition payments resume.

If a customer cancels their payment mandate during an agreed suspension, any fees subsequently due will remain payable and the customer may be required to complete the registration process again if they later wish to return.

6. PHOTOGRAPHY, VIDEOGRAPHY AND MEDIA

6.1 MOTION DANCE ACADEMY MEDIA AND MARKETING CONSENT

USAGE OF MEDIA: Motion Dance Academy may take photographs and video footage of students during regular classes, watching weeks, displays, workshops, showcases and performances. This material may be used to celebrate student achievements and for Motion Dance Academy's marketing and promotional purposes.

PUBLICATION PLATFORMS: Media may be published across official channels including (but not limited to) Motion Dance Academy’s official website, digital marketing materials and verified social media pages.

MANAGING PREFERENCES: Parents and guardians can select or amend their media consent preferences directly through their online portal account during registration.

WITHDRAWING CONSENT: You have the right to withdraw marketing media consent at any time. To do so you must send a request in writing to info@motiondanceacademy.co.uk Where consent is withdrawn, Motion Dance Academy will take reasonable steps to prevent the student's image from being used in future publications and will remove or replace images from active website galleries where reasonably practicable.

Withdrawal of consent does not require Motion Dance Academy to recall or destroy printed materials that were produced or distributed before consent was withdrawn.

6.2 WATCHING WEEK AND PUBLIC PRESENTATION RULES

VIDEO RECORDING: Parents and visitors must not video record or live-stream regular classes, watching weeks, open studio sessions, workshops, studio performances or annual shows unless specific permission has been given by Motion Dance Academy.

PHOTOGRAPHS: Photography during classes, watching weeks and other academy activities is only permitted with the prior permission of the class teacher or Motion Dance Academy.

SOCIAL MEDIA SHARING: Photographs or videos shared on social media must not include other students without appropriate permission. If other children are visible in a photograph or video, they must be cropped or fully obscured before the image is shared.

CHOREOGRAPHY AND CREATIVE MATERIAL: Choreography and other creative material created by Motion Dance Academy teachers for classes, performances, showcases or other Motion Dance Academy activities may be protected by copyright or other intellectual property rights. Students may learn, practise and perform this material as part of their participation at Motion Dance Academy but it must not be commercially exploited, taught to others, reproduced as teaching material or otherwise used outside the intended Motion Dance Academy activity without permission.

Where a student participates in a competition or other specialist programme, additional terms relating to choreography and intellectual property may apply under the relevant agreement.

COMPETITION & PERFORMANCE EVENT EXCEPTION: Recording rules at external competitions, festivals and showcase events are determined by the event organiser. Where recording is permitted by the organiser, parents of Competition Team and Performance Team students may record solos, duos, trios and group routines in accordance with the event's rules.

Any recording or media-sharing permissions relating to Competition Team or Performance Team activities are also subject to the separate Motion Dance Academy Competition Team Agreement and Performance Team Agreement.

7. UNIFORM CODE, FOOTWEAR AND GROOMING STANDARDS

7.1 UNIFORM POLICY AND SOURCING

MANDATORY UNIFORM: Uniform is required for all students attending Motion Dance Academy classes. Where a class offers a choice of approved uniform styles, students may select from the available options.

GRACE PERIOD FOR NEW STARTERS: New starters may attend their first three classes in temporary or non-regulation dancewear while their required uniform is being obtained. Please place uniform orders as early as possible to allow sufficient time for items to arrive.

- **DESIGNATED UNIFORM SUPPLIER:** To maintain brand and style uniformity across Motion Dance Academy all clothing and regulation items must be purchased through our official supplier, Sue's Dancewear Shop, located online and at our studios.
- Online store:
- Contact: Sue - 0785680536 - suesdancewearshop@gmail.com

UNIFORM REQUIREMENTS: New starters must purchase the appropriate new-starter uniform pack for their class. Purchasing individual class-specific items separately does not fulfil the new-starter uniform pack requirement.

REASONABLE ADJUSTMENTS AND INCLUSIVITY: We recognise that some dancers may require reasonable adjustments to the standard uniform because of sensory needs, neurodivergence, medical conditions or other individual circumstances. Please contact us before purchasing uniform so that we can discuss an appropriate, comfortable and practical alternative where required.

7.2 FOOTWEAR BY STYLE AND GRADE

Every student must wear the correct footwear for the specific style and grade level. We strongly recommend having all shoes professionally fitted by our official supplier onsite at class to ensure they fit correctly and support your child's feet.

- **Ballet**
  - Tots to Grade 3: Full sole ballet shoes
  - Grade 4 and above: Full sole or split-sole ballet shoes are permitted.
  - Grade 4 Ballet (Pre-Pointe): Demi-pointe shoes are required prior to moving to full pointe shoes
- Tap
  - Beginner to Grade 1: Black low heel tap shoes with toe and heel taps
  - Grade 2 and above: Oxford-style Techno/Teletone tap shoes are required.
- Jazz
  - Beginner to Senior: Bare feet
  - Grade 3+ may require other shoes depending on grade taken.
- Contemporary
  - Bare feet, half shoes or foot thongs

7.3 MANDATORY POINTE SHOE APPROVAL POLICY

PRIOR ASSESSMENT: Students must not purchase pointe shoes until their class teacher has completed a formal physical assessment and confirmed the dancer is ready for pointe work.

PURCHASE AND PRE-SEWING INSPECTION: Pointe shoes must be professionally fitted. Once purchased all pointe shoes must be brought directly to class to be inspected and approved by the teacher before ribbons or elastic are sewn on. Motion Dance Academy will not permit a dancer to wear poorly fitted or unapproved pointe shoes.

7.4 GROOMING AND HAIR STANDARDS

HAIRSTYLES: For safety hair should be securely tied off the face in a neat bun. For Street classes, hair should be tied in a slick, low ponytail.

French braids are acceptable provided the hair is firmly pinned or tied back away from the eyes and face. Short hair must be neatly pinned, clipped or gelled away from the face.

REASONABLE ADJUSTMENTS FOR HAIR: We are happy to consider reasonable adjustments to our grooming requirements where a dancer has sensory needs, neurodivergence, specific hair texture requirements or other individual circumstances. Please contact us to discuss an alternative style that keeps your child comfortable while maintaining appropriate vision and studio safety.

ARRIVAL WITH UNSUITABLE HAIR: Dancers arriving with loose or inadequately secured hair, where no prior arrangement has been made, may be asked to return to their parent or guardian to have their hair secured appropriately.

AGREED HAIR ASSISTANCE: We understand that occasional logistical difficulties can make it difficult for a parent or guardian to style their child's hair before class. Where a parent or guardian has discussed this with the Principal in advance and an arrangement has been agreed, academy staff may assist with putting the child's hair into the required style.

REPEATED FAILURE TO FOLLOW GROOMING REQUIREMENTS: Where a student repeatedly arrives without their hair appropriately secured and no prior arrangement has been made, a **£5 administration charge** may be added to the next invoice to cover the additional staff time required to address the issue.

7.5 JEWELLERY

NO JEWELLERY IN CLASS: For safety reasons, students must not wear jewellery, watches or other removable personal items that could cause injury during class. Jewellery can catch on equipment, clothing or another dancer and may cause injury to the wearer or others.

REMOVAL BEFORE CLASS: Students wearing jewellery or other prohibited items will not be permitted to participate until the items have been completely removed. Please ensure that students arrive ready for

class and that any items they cannot remove themselves have been dealt with before they enter the studio.

NEWLY PIERCED EARS: Where ears have been newly pierced and the earrings cannot yet be removed, the earrings must be securely covered with suitable surgical tape before the student enters the studio. The teacher may still determine that participation is not safe if the piercing or covering presents a risk during the class.

8. PERSONAL BELONGINGS

RESPONSIBILITY: Students are responsible for their own property and personal belongings while attending Motion Dance Academy.

STORAGE: To maintain a clean and safe dance environment and prevent trip hazards, bags, coats and outdoor footwear must not be taken into the dance studios. Students must store their outdoor clothing, shoes and bags in the designated cubbies in the corridor outside the studios before entering class.

NAME LABELLING: All belongings, particularly dance shoes, should be clearly labelled with the student's name. This is especially important for dance shoes, which can easily be mixed up during shoe changes.

LOST PROPERTY: Any items handed in as lost property are stored in the designated lost-property area at the studio. Students and parents/guardians are responsible for checking and collecting their own belongings. Motion Dance Academy is not responsible for loss, theft, damage or misplacement of personal belongings brought onto the premises, except where responsibility cannot lawfully be excluded.

MOBILE PHONES & SMART DEVICES: Mobile phones and smart watches should not be brought into the dance studios. If brought to the academy, they must remain in the student's bag and be stored in the designated cubbies outside the studios. Students should not use mobile phones or smart devices during class unless specifically permitted by a teacher.

9. PROFESSIONAL PHYSICAL CORRECTIONS

TRAINING: Dance is a technical discipline, and physical guidance can be an important part of teaching correct alignment, posture, muscle engagement and movement technique. Teachers may therefore use appropriate hands-on corrections, such as gently adjusting a student's posture, shoulders, arms, feet or other aspects of their positioning, to help students understand and safely execute movements.

PROFESSIONAL STANDARDS: All physical corrections are carried out professionally, sensitively and respectfully, and are appropriate to the student's age, level and the movement being taught. Teachers will explain the purpose of physical contact to the student where appropriate.

ADJUSTMENTS AND QUERIES: If your child is uncomfortable with physical corrections, or if you have any questions or concerns about physical adjustments used during training, please contact the Principal to discuss this.

10. STUDENT COLLECTION AND UNCOLLECTED CHILD POLICY

10.1 COLLECTIONS

PROMPT COLLECTION: Parents and guardians are responsible for collecting their children promptly at the scheduled end time of their class.

PRIMARY SCHOOL AGE (YEAR 6 AND BELOW) All students in Year 6 or below must be collected directly from the studio door by a parent/guardian or another authorised adult aged 18 or over. Students in this age group will not be permitted to leave the building unaccompanied to meet a parent in the car park or outside the venue, or to walk home alone.

SECONDARY SCHOOL AGE (YEAR 7 AND ABOVE) Parents/guardians of students in Year 7 or above may grant formal "Consent to Leave Alone" through their online portal account during registration. Motion Dance Academy accepts no responsibility for a student's safety, conduct or wellbeing once they have left the studio under this permission.

ADULT ONLY COLLECTION POLICY: Any person collecting a child must be 18 years of age or older. Students will not be released to older siblings who are under the age of 18, even if those siblings are also students at the Academy or hold permission to leave independently.

AUTHORISED COLLECTION: If someone other than a parent/guardian or designated adult is collecting your child, you must notify the teacher at drop-off or by email prior (if you will not be dropping off your child) and provide the collector with the security password set at your enrollment.

PARENTAL RESPONSIBILITY AND CONFLICTING INSTRUCTIONS: Where a student is under 18, Motion Dance Academy will normally act on instructions from the parent, guardian or account holder who has registered the student, unless we have been provided with information that reasonably indicates that another person with parental responsibility has a legal right to give relevant instructions.

Where Motion Dance Academy receives conflicting instructions from people who both have or claim to have parental responsibility, we may require clarification or appropriate evidence of the relevant legal authority before making changes to arrangements for the student. Motion Dance Academy will not be expected to resolve private disputes between parents or guardians.

Where there is an immediate safeguarding, welfare or safety concern, Motion Dance Academy may take whatever reasonable action is necessary to protect the student and may seek advice or assistance from an appropriate authority or professional.

Motion Dance Academy may refuse to release a student to a person where there is a reasonable safeguarding concern or where we has been informed of a relevant legal restriction.

10.2 LATE COLLECTIONS

IMPORTANCE OF PROMPT COLLECTION: Students must be collected promptly at the end of their class. Late collection can affect the safe operation of subsequent classes and may require staff to remain with a child after their scheduled working time.

NOTIFICATION: If you are unexpectedly delayed, please notify Motion Dance Academy as soon as possible via message on 07360 266846**.** You may attempt to call but please be aware that teachers in active classes cannot answer the phone.

SUPERVISION OF LATE-COLLECTED CHILDREN: Where a child is not collected at the scheduled end time, they will remain in a safe, supervised area while collection arrangements are made. Staff will take reasonable steps to ensure the child's safety and wellbeing, but teachers cannot leave an ongoing class or provide dedicated one-to-one childcare while teaching.

10.3 UNCOLLECTED CHILD PROCEDURE

INITIAL CONTACT: If a child remains uncollected and we have not received notification that their parent/guardian is delayed, Motion Dance Academy will make reasonable attempts to contact the parent/guardian using the contact details held on the student's account. Where a teacher is working alone or teaching a back-to-back class, immediate telephone contact may not always be possible; contact will be made as soon as it is reasonably safe and practical to do so without compromising the supervision of other students.

EMERGENCY CONTACTS: If the primary parent/guardian cannot be reached, Motion Dance Academy will contact the emergency contacts recorded for the student, where appropriate, and continue to follow its safeguarding procedures.

LATE COLLECTION CHARGE: Repeated or significant late collections may result in a £10 administration charge for each 30-minute period, or part thereof, that a child remains uncollected. Any such charge will be added to the family's next invoice. The charge is intended to cover the additional staff time and administration required as a result of late collection.

SAFEGUARDING ESCALATION: If a child remains uncollected and Motion Dance Academy is unable to establish contact with the parent/guardian or emergency contacts, the matter will be dealt with in accordance with the Academy's safeguarding and uncollected-child procedures. Where necessary, this may include contacting the appropriate local authority children's social care service, police or other safeguarding agency.

STAFF BOUNDARIES: Staff will not leave the studio to search for a parent or attempt to transport a student home in a personal vehicle. The child will remain supervised by Motion Dance Academy staff until collected by an authorised adult or responsibility is transferred to an appropriate safeguarding or emergency service in accordance with our procedures.

11. COMPETITION AND PERFORMANCE TEAMS

11.1 COMPETITION TEAM - AUDITION ONLY

ELIGIBILITY: Motion Dance Academy Competition Team is open to student training at Motion Dance Academy only.

ANNUAL AUDITION: Competition Team selection trials are held annually, normally during the first half of the Summer Term. Successful dancers are selected for competitive teams and cast in new routines for the following academic year. Dancers accepting a place will be expected to attend the relevant mandatory lessons and rehearsals required to learn these routines, including training that may take place before the new academic year begins.

ONGOING MEMBERSHIP: Placement on the Competition Team is valid for one academic year only. Previous inclusion on the Competition team does not guarantee selection or continued membership for subsequent years.

INTAKE: To protect choreography, team formations and team stability, new dancers will not normally be accepted or integrated into a Competition Team partway through the academic year.

SEPARATE TEAM AGREEMENT: Students accepting a Competition Team place, together with their parent/guardian where applicable, must review and sign the separate Competition Team Agreement before participation is confirmed. Participation is subject to compliance with the terms of that agreement, and breaches may result in removal from the Competition Team in accordance with the agreement. .

11.2 PERFORMANCE TEAM (ALL WELCOME - GUARANTEED INCLUSION)

ELIGIBILITY: Our Performance Team is open to all registered Motion Dance Academy students aged 4 years and above. All eligible students who apply will normally be offered a place, subject to the Performance Team's requirements and any safeguarding or practical considerations.

COMMITMENT AND TRAINING: The Performance Team rehearses once a month on designated Sundays. The team works towards routines that will be performed at least three events throughout the academic year.

ANNUAL INTAKE: Registration for the Performance Team opens each September for participation during that academic year. To maintain formation consistency and allow routines to be properly prepared, new dancers will not normally be permitted to join partway through the academic year.

SEPARATE TEAM CONDITIONS: Students wishing to participate in the Performance Team must agree to the additional Performance Team conditions, including the applicable team fee and participation requirements, before their place is confirmed.

12. ANNUAL SHOW AND PERFORMANCE OPPORTUNITIES

12.1 ANNUAL SHOW

ELIGIBILITY: Motion Dance Academy stages a whole-school annual show each summer. All eligible classes are invited and encouraged to participate.

OPT-OUT PARTICIPATION SYSTEM: Participation in the annual show is voluntary, but Motion operates an opt-out system. Details of the show, including the proposed dates, participation arrangements, costs and the deadline for opting out, will be provided to parents/guardians in advance. Unless you notify us that your child is not participating by the stated deadline, we will plan for your child to take part in the show.

OPT-OUT DEADLINE: The opt-out deadline is important because choreography, costume planning and other show arrangements will be based on the students registered to participate. Once the deadline has passed, Motion Dance Academy may have already committed to costs or placed orders on the basis of your child's participation.

WITHDRAWAL AFTER THE DEADLINE: If you withdraw your child after the stated opt-out deadline, you may remain responsible for costs that Motion Dance Academy has already reasonably incurred or become committed to as a direct result of your child's planned participation. This may include non-refundable costume or other show-related costs, as well as reasonable additional staff costs where teachers need to amend, re-space or re-teach choreography as a result of the late withdrawal. We will not charge costs that we can reasonably avoid or recover.

COMMITMENT AND ATTENDANCE: Students participating in the annual show are expected to attend their regular classes and any additional rehearsals required for the performance. Frequent absence during the show period can disrupt formations and delay the progress of the class. Where attendance becomes a significant concern, Motion Dance Academy may remove a student from a particular routine where necessary to protect the quality and safety of the performance. This will be discussed with the parent/guardian wherever reasonably possible.

SHOW FEES: Show fees and any applicable costume charges will be communicated to parents/guardians in advance of the opt-out deadline. Once the opt-out deadline has passed, parents/guardians remain responsible for the applicable show fees and any other costs arising from their child's planned participation. Show fees are non-refundable once paid, including where a student subsequently withdraws from the show or is unable to participate. Payment must be made by the stated deadline. Any applicable charges for overdue payments will be dealt with in accordance with the academy's general payment terms

12.2 SUMMER FETES AND SHOWCASES

PARTICIPATION - Motion Dance Academy occasionally accepts invitations to perform at local events, such as summer fetes. Participation in these events is voluntary and open to all designated groups.

PARENTAL RESPONSIBILITY: For external events, parents/guardians remain responsible for their child, including travel to and from the venue and any time when the child is not participating in the designated supervised performance or backstage period. Parents/guardians must remain responsible for their child outside the specific period for which Motion Dance Academy has agreed to supervise them.

EXTERNAL VENUES AND PERFORMANCE AREAS: External events take place at venues that are not operated or controlled by Motion Dance Academy, and performance conditions may differ from those at the studio, including outdoor surfaces, uneven ground and weather conditions. The event organiser or venue is responsible for the safety and suitability of the venue and performance area. Motion Dance Academy will take reasonable steps to assess the arrangements within its control and will raise any significant safety concerns with the organiser. Parents/guardians should be aware that participation in an external event may involve conditions that cannot be completely eliminated, and should follow any safety instructions given by Motion Dance Academy or the event organiser.

13. CODE OF CONDUCT AND STUDIO REGULATIONS

13.1 DANCER CODE OF CONDUCT

Students are expected to behave respectfully and appropriately while attending Motion Dance Academy classes, rehearsals, performances, competitions, events and other academy activities.

- **Respect for Staff**: Students must treat teaching staff, assistants and guest instructors with respect, politeness and appropriate attention.
- **Kindness & Anti-Bullying** Students are expected to treat fellow students with kindness, respect and inclusivity. Bullying, harassment or deliberately unkind behaviour towards other students is not acceptable. Concerns should be reported to a member of staff or the Principal.
- **Focus & Attitude:** Students should arrive promptly, prepared to participate, listen to their teacher and make a positive effort during class.
- **Presentation:** Students are expected to arrive in the correct regulation uniform, with the required footwear and hair appropriately styled for their class.
- **Appropriate Language and Behaviour:** Swearing, offensive or threatening language, harassment, discriminatory or exclusionary behaviour is not permitted on academy premises, during academy activities or through digital channels used in connection with Motion Dance Academy.
- **Behavioural Action:** Where a student's behaviour repeatedly disrupts classes, affects the learning or wellbeing of others, or involves a serious incident, Motion Dance Academy may take appropriate action, which may include a discussion with the parent/guardian, a behaviour agreement, suspension or exclusion from the academy. The action taken will depend on the nature and circumstances of the behaviour.

13.2 FOOD & DRINK

WATER BOTTLES: Students should bring a reusable water bottle to every class and ensure that it contains sufficient water for the session. A water fountain is available at the studio.

APPROPRIATE WATER CONTAINERS: For safety reasons and to protect the studio flooring, drinking containers brought into the studio must be leakproof and securely sealable. Open or non-secure drinking containers, including open-straw tumblers, are not permitted inside the studio.

FOOD & SNACKS: Food must not be consumed inside the dance studio during standard lessons. For intensive workshops or back-to-back sessions lasting longer than two hours, students may bring suitable, mess-free snacks to eat during scheduled breaks outside the studio.

INDIVIDUAL REQUIREMENTS: If your child needs regular access to food or snacks for medical, dietary or other individual reasons, please notify the Principal in writing so that appropriate arrangements can be discussed.

13.3 TOILET BREAKS

PRE-CLASS: Parents and guardians are encouraged to ensure that younger children use the toilet before their class begins.

MINIMISING DISRUPTIONS: Students are encouraged to use the toilet before class where possible, as leaving during a lesson can interrupt teaching and the progress of the class. However, students may ask to use the toilet during class when necessary

PRE-ARRANGED ALLOWANCES: If your child needs more frequent or flexible access to the toilet because of a medical, developmental or other individual need, please let us know so that appropriate arrangements can be made and the student can be supported discreetly.

13.4 PARENT, GUARDIAN AND VISITOR CONDUCT

WAITING AREA SUPERVISION: Parents, carers and guardians are responsible for supervising children in their care while they are in waiting areas and communal areas. Children should behave calmly and appropriately, and running, shouting or other disruptive behaviour in changing areas and corridors is not permitted.

MUTUAL RESPECT: Motion Dance Academy expects parents, guardians and visitors to treat staff, students and other families respectfully and to take reasonable care of the academy premises.

INAPPROPRIATE CONDUCT: Aggressive, threatening, abusive, harassing or seriously disrespectful behaviour towards staff, students, other families or visitors will not be tolerated. Depending on the nature and seriousness of the behaviour, Motion Dance Academy may take action including restricting access to the premises, requiring communication to take place in writing, suspending participation or terminating the family's membership. In serious circumstances, immediate action may be taken where necessary to protect the safety and wellbeing of staff, students or other members of the academy community.

14. MEDICAL, INJURY PROTOCOLS AND LIABILITY

14.1 HEALTH AND MEDICAL DISCLOSURES

DUTY TO INFORM: Parents and guardians must provide Motion Dance Academy with relevant information about any medical condition, allergy, injury, disability, additional need or other health or educational need that may affect their child's ability to participate safely in dance training or may require additional support or adjustments. Parents/guardians must also keep this information up to date and notify us of significant changes.

PRIVACY AND SHARING: Health information is treated as confidential and handled in accordance with Motion Dance Academy's Privacy Notice and applicable data protection requirements. Relevant information will only be shared with staff or other appropriate individuals who need to know it for the student's safety, wellbeing, support or participation, or where we are otherwise legally required or permitted to do so.

FAILURE TO PROVIDE RELEVANT INFORMATION: Parents/guardians are responsible for providing accurate and up-to-date information that Motion Dance Academy reasonably needs in order to support their child safely. Where relevant information has not been provided or has not been updated, this may affect the adjustments or support that Motion can reasonably put in place and may affect a student's ability to participate safely. This does not limit any responsibility Motion Dance Academy may have under the law.

14.2 ACTIVE INJURY MANAGEMENT & "FIT TO PERFORM" REQUIREMENTS

PRE-CLASS INJURY REPORTING: Parents/guardians should inform the class teacher before the start of a lesson if their child has sustained an injury, sprain, strain or other condition that may affect their participation, including an injury sustained outside the academy.

INJURIES BEFORE IMPORTANT EVENTS: Where a student sustains an injury within six weeks of an annual show, competition, external performance or dance examination, parents/guardians must inform Motion Dance Academy as soon as possible. The student's ability to participate may need to be reviewed, taking into account the nature of the injury, the movements involved and any advice or restrictions provided by an appropriate healthcare professional.

FITNESS TO PARTICIPATE: For minor injuries, Motion Dance Academy may accept confirmation from a parent/guardian that the student is able to participate safely, subject to any restrictions agreed with the teacher. For significant injuries, including fractures, serious joint or muscle injuries, concussion, or recovery following surgery, Motion may require appropriate evidence from a suitably qualified healthcare professional confirming that the student is fit to return to the relevant level of dance activity and identifying any restrictions or phased return requirements.

RETURN-TO-DANCE POLICY: Students returning from significant injuries may be subject to a phased or modified return to training. Parents/guardians and students are expected to follow any agreed

restrictions and to notify Motion if the student's condition changes. Further guidance is set out in the Motion Dance Academy Injury Policy Motion Dance Academy - Injury Policy

14.3 PHYSICAL RISK AND LIABILITY DISCLAIMER

RISKS OF DANCE: Dance and acrobatics are physical activities that involve inherent risks, including slips, trips, falls, bumps, muscle soreness, strains and physical exertion. Motion Dance Academy takes reasonable steps to provide appropriate instruction, supervision and a safe training environment, but some risks cannot be completely eliminated.

STUDENT PARTICIPATION: Parents/guardians should ensure that their child is physically able to participate and should provide relevant health or injury information so that appropriate support, adjustments or restrictions can be considered. Students must follow reasonable safety instructions given by teachers and must tell a teacher if they are experiencing pain, injury or difficulty during a class.

LIABILITY: Nothing in these Terms and Conditions excludes or limits any liability that Motion Dance Academy cannot lawfully exclude or limit, including liability for death or personal injury caused by negligence. Subject to this, Motion Dance Academy is not responsible for injury, loss or damage arising from risks inherent in participation in dance activities or from a student's failure to follow reasonable safety instructions or relevant information provided by their parent/guardian.

14.4 ACRO & TUMBLE SAFETY

Acrobatics involves enhanced physical coordination and specialist equipment. Students participating in Acro or Tumble classes must comply with the Academy's Acro Safety Rules.

The full guidance must be viewed here Motion Dance Academy - Acro Safety Rules.

Failure to follow the safety rules may result in the student being asked to stop the activity or removed from the class, depending on the nature and seriousness of the behaviour.

15. **PROGRESS ASSESSMENT, MEDAL TESTS AND IDTA EXAMINATIONS**

15.1 GRADING AND PROGRESSION

Motion Dance Academy offers a range of assessment and progression opportunities to help dancers develop their skills and recognise their achievements.

INTERNAL ASSESSMENTS: Some classes may work towards internal progress assessment conducted by Motion teachers during regular class times.

IDTA EXAMINATIONS: Where offered, students may be entered for IDTA examinations and medal test following the syllabus of International Dance Teachers' Association (IDTA). The particular awards and examinations available may vary by class, age and dance style.

15.2 ENTRY DISCRETION AND READINESS

TEACHER RECOMMENDATION: Entry for an IDTA Dance Award or examination is based on the dancer's readiness and suitability for the relevant level. Teachers will consider technical ability, performance, understanding of the syllabus, attendance and overall preparedness. The Principal may also be involved in approving examination entries.

Students will only be put forward when Motion considers them ready to participate safely and have a reasonable prospect of meeting the requirements of the relevant assessment or examination.

INVITATIONS: Parents/guardians will be notified when their child is considered ready and invited to participate. Participation in Dance Awards and examinations is optional.

Choosing not to participate in an assessment or examination will not, in itself, prevent a dancer from continuing to develop and progress within their training. However, progression between classes or levels remains subject to teacher assessment and available places, and a dancer who does not take an assessment or examination may not necessarily progress at the same time as other dancers.

15.3 ATTENDANCE AND FEES

CLASS ATTENDANCE: Dancers entered for an assessment or examination are expected to attend regularly during the preparation period. Irregular attendance may affect readiness and, where appropriate, Motion may withdraw a dancer from an upcoming examination if the teacher considers that they are no longer adequately prepared.

ADDITIONAL PREPARATION: Where Motion offers examination intensives, additional preparation sessions or individual tuition, details of these opportunities and any additional charges will be communicated separately.

EXAMINATION FEES: Internal assessments conducted during normal class time do not incur an additional assessment fee. IDTA examinations and any assessment taking place outside normal class time may incur additional charges. Details of applicable fees and payment deadlines will be provided when students are invited to participate.

NON-REFUNDABLE FEES: Examination and assessment fees are non-refundable once the entry has been submitted or the fee has been paid, except where Motion or the relevant examination provider cancels or refunds the entry.

15,4 EXAMINATION DAYS

ADULT SUPERVISION: On examination days, parents/guardians or another authorised adult aged 18 or over are responsible for supervising candidates while they are in the designated waiting area and until the dancer is called into the examination area by Motion staff.

The accompanying adult must remain available at the venue throughout the examination unless Motion has specifically advised otherwise. Motion staff are responsible for the dancer once they have been collected from the designated waiting area for their examination and will return them to the designated waiting area afterwards.

WAITING AREA AND CHANGING: The main venue waiting area is a shared environment. For privacy and safeguarding reasons, students must not change clothing in public corridors or in the waiting area. Students should use the designated changing facilities provided at the venue.

Parents/guardians remain responsible for ensuring that their child arrives appropriately dressed and ready for their examination.

16. CLOSED STUDIO POLICY AND WATCHING WEEKS

16.1 CLOSED STUDIO POLICY

STANDARD LESSONS: To support concentration, independence and effective teaching, standard weekly lessons operate under a closed studio policy. Except for our Tots Ballet/Modern class, parents, guardians and other family members are not permitted to remain inside the studio during normal class times.

TRIAL LESSONS: For a student's first trial lesson, a parent or guardian may be permitted to observe at the discretion of the class teacher. This will depend on the class, available space and circumstances on the day. Being permitted to observe a trial lesson does not mean that parents or guardians may remain in the studio for subsequent lessons.

STAFF DIRECTION: Parents, guardians and visitors must follow any reasonable instructions from Motion staff regarding access to the studio and observation of classes.

16.2 DEDICATED WATCHING WEEKS

WATCHING WEEKS AND SHOWCASE SESSIONS: Motion Dance Academy values opportunities for families to see what students have been learning. From time to time, Motion may hold dedicated Watching Weeks or Showcase sessions during which parents and guardians are invited into the studio to observe or watch students perform.

These sessions will normally take place towards the end of a scheduled academic term. Details, including dates and arrangements for attendance, will be communicated to families in advance.

SUMMER TERM: Dedicated Watching Weeks do not normally take place during the Summer Term because classes are preparing for the Annual Show and other summer performance opportunities.

16.3 SPECTATOR CODE OF CONDUCT

All adults and accompanying family members attending a Watching Week or Showcase session must help to maintain a calm and respectful environment for students and teachers.

SILENT OBSERVATION: Spectators should remain quiet while teaching or performances are taking place. Conversations and unnecessary noise can distract students and disrupt teaching.

MOBILE PHONES AND DEVICES: Mobile phones, smartwatches and other electronic devices should be switched to silent before entering the studio and must not be used to record or photograph unless specifically permitted under the Media Policy in Section 6. If an urgent call needs to be taken, the spectator should leave the studio quietly before doing so.

ACCOMPANYING CHILDREN AND SIBLINGS: Younger siblings may attend where necessary, but the accompanying adult remains responsible for ensuring that they do not disrupt the class or performance. If a child becomes unsettled or disruptive, the adult should take them into the waiting area until they are settled.

MEDIA RESTRICTIONS: All spectators must comply with the photography, filming and media requirements set out in Section 6.

COMPLIANCE: Motion staff may ask any spectator who is causing disruption or failing to follow these requirements to leave the studio or waiting area. Repeated or serious breaches may result in the parent/guardian being restricted from attending future Watching Weeks or Showcase sessions.

17. PARENT COMMUNICATIONS

17.1 COMMUNICATION CHANNELS

DIGITAL COMMUNICATION: Motion Dance Academy operates primarily through digital communication. Administrative notices, invoices, schedules, class information, event updates and other communications will be sent through the digital communication systems designated by Motion Dance Academy from time to time, which may include our student management platform and/or email.

PARENT/GUARDIAN RESPONSIBILITY: Parents/guardians are responsible for maintaining access to the communication systems used by Motion Dance Academy and for checking them regularly so that important information is not missed.

Where Motion Dance Academy requires parents/guardians to use a particular application, portal or online account, this will be communicated separately and parents/guardians are expected to maintain access to it throughout their child's enrolment.

EMAIL SAFEGUARDS: Parents/guardians should ensure that emails from Motion Dance Academy are not automatically directed to Spam, Junk or other filtered folders and should add relevant Motion Dance Academy email addresses to their safe-senders or contacts where appropriate

MISSED COMMUNICATIONS: Parents/guardians are responsible for checking the designated communication channels and for ensuring that their contact details and account access remain current. Motion Dance Academy cannot be responsible for information being missed because a parent/guardian has not accessed the designated communication channel, has not maintained access to their account, or has allowed Motion Dance Academy communications to be filtered or blocked.

17.2 CONTACT UPDATES

Parents/guardians must keep their contact details up to date throughout their child's enrolment, including telephone numbers, email addresses and home address.

Where Motion Dance Academy uses an online parent portal or student management system for maintaining contact information, parents/guardians should update their details through that system where they have the ability to do so. Please also notify info@motiondanceacademy.co.uk so our internal systems can be updated.

Parents/guardians should also notify Motion Dance Academy promptly of any change that could affect emergency contact arrangements or the collection and safeguarding of their child.

Motion Dance Academy relies on the contact information provided by parents/guardians when communicating with families. Parents/guardians are responsible for ensuring that this information remains accurate and up to date.

17.3 SUPPLEMENTARY AND URGENT COMMUNICATION CHANNELS

ADDITIONAL COMMUNICATION CHANNELS: Motion may occasionally use additional communication channels, including WhatsApp, for urgent or time-sensitive operational information such as unexpected class changes or cancellations.

Where a WhatsApp group or broadcast arrangement is used, parents/guardians will be informed of the nature of the arrangement and any relevant privacy implications before being added.

WHATSAPP GROUP PRIVACY: Where a parent/guardian joins a WhatsApp group, their telephone number and WhatsApp profile information may be visible to other members of that group. Parents/guardians should consider this before joining or remaining in a group.

ALTERNATIVE COMMUNICATION: Parents/guardians who do not wish to participate in a WhatsApp group should notify Motion Dance Academy in writing. Motion Dance Academy will identify the alternative communication channel that should be used for information normally provided through that group.

Parents/guardians who choose not to use a particular communication channel remain responsible for checking the alternative channel identified by Motion and for ensuring that they do not miss important information.

18. COMPLAINTS AND CONCERNS PROCEDURE

18.1 COMPLAINT/CONCERN RESOLUTION

Motion Dance Academy values open communication and appreciates the opportunity to resolve concerns constructively. As lessons run to a fixed timetable, teachers and other staff may not be available to discuss complaints or detailed concerns at the studio door or between classes.

To ensure concerns are properly recorded and given appropriate consideration, parents/guardians should use Motion's complaints and concerns procedure.

1. **Complaint/Concerns Form.** The parent/guardian must complete and submit the our form Motion Dance Academy - Complaints/Concerns Please provide sufficient information for Motion Dance Academy to understand the concern and where appropriate investigate it.
2. **Acknowledgement and Discussion:** Once a formal complaint or concern has been received, Motion will review the information provided and may contact the parent/guardian to clarify the issue or arrange an appropriate discussion. This may include a meeting with the Principal, either in person or by another suitable method where appropriate. The Administration Manager and/or relevant staff members may also be involved where necessary.
3. **Review and Response:** Motion will consider the information provided, discuss the concern where appropriate and determine what action, if any, is appropriate. Motion will aim to resolve concerns fairly and constructively.
4. **Written Outcome:** Where a formal complaint requires investigation or a substantive response, Motion Dance Academy will normally provide a written summary of the outcome and any agreed actions or next steps.
5. **Follow-Up**: Where appropriate, Motion Dance Academy may arrange a follow-up review to consider whether agreed actions have been implemented or whether any further response is required.

18.2 FORMAL COMPLAINTS AND OTHER COMMUNICATION

FORMAL COMPLAINTS: The Complaints/Concerns Form is Motion's designated route for submitting a formal complaint. Parents/guardians should use the form rather than attempting to resolve formal complaints through messages to individual teachers or through informal conversations at the studio.

Concerns raised by email or another communication channel may be redirected to the formal complaints procedure where Motion considers that a formal complaint is being made.

A formal complaint will not normally be treated as formally submitted until the required information has been provided through the designated complaints process. However, Motion Dance Academy may respond through another appropriate route where the nature or urgency of the issue requires this.

URGENT OR SAFEGUARDING MATTERS: Issues involving an immediate concern about a child's safety, welfare, health or safeguarding should be raised with Motion Dance Academy as soon as possible

through the most appropriate available channel and should not be delayed while completing the complaints form.

ABUSIVE OR AGGRESSIVE COMMUNICATION: Motion Dance Academy expects all communication with staff to remain respectful. Where correspondence contains abusive, threatening or seriously inappropriate language, Motion Dance Academy may limit or end the communication, require future communication to take place in writing, or take other appropriate action under the Parent/Guardian Code of Conduct. This does not prevent Motion Dance Academy from considering any genuine safeguarding, welfare or other substantive concern contained within the communication.

19. PARENT, GUARDIAN AND ACCOUNT HOLDER CONDUCT

19.1 RESPECTFUL CONDUCT

Motion Dance Academy expects all parents, guardians and account holders to communicate with staff, teachers, students and other members of the Motion Dance Academy community respectfully and appropriately.

We understand that concerns, complaints and disagreements can sometimes be stressful or frustrating. However, aggressive, threatening, abusive, intimidating or seriously disrespectful behaviour will not be tolerated.

This applies to behaviour in person, on Motion premises, during meetings or events, and through telephone calls, emails, text messages, WhatsApp or other digital communication.

19.2 ACTIONS IN RESPONSE TO UNACCEPTABLE CONDUCT

If an individual behaves aggressively, threateningly or abusively during a class changeover, on Motion Dance Academy premises or during an arranged meeting, we may immediately end the interaction or meeting and ask the individual to leave the premises.

Where necessary, Motion Dance Academy may restrict further access to the premises and require future communication to take place through a designated member of staff or in writing.

SERIOUS OR REPEATED CONDUCT: Serious or repeated aggressive, threatening, abusive or intimidating behaviour may result in suspension or termination of the parent/guardian's or account holder's relationship with Motion Dance Academy.

Where the seriousness of the behaviour warrants immediate action, we may suspend participation or terminate the arrangement without further warning or the usual cancellation notice period.

EFFECT ON THE STUDENT: Where a parent/guardian or account holder's conduct results in the termination of their relationship with Motion Dance Academy, we will consider the appropriate

arrangements for the student's participation separately, taking into account the circumstances and any applicable contractual or legal obligations.

FEES AND REFUNDS: Where Motion Dance Academy terminates an enrolment because of serious or repeated unacceptable conduct, any refund or outstanding fees will be dealt with in accordance with the circumstances of the termination and the applicable terms of the agreement. Nothing in this section limits any rights or remedies that cannot lawfully be excluded.

20. DATA PROTECTION AND PRIVACY

20.1 COLLECTION AND USE OF PERSONAL INFORMATION

Motion Dance Academy collects and processes personal information provided during registration and throughout a student's enrollment. This may include information about students, parents/guardians, emergency contacts and other individuals where necessary for the provision and administration of our services.

Information is used for purposes including:

- administering enrolment and class attendance;
- managing payments and accounts;
- communicating with parents/guardians about classes, schedules, events and other Academy matters;
- arranging assessments, examinations, competitions and performances;
- supporting student health, safety and safeguarding;
- meeting legal, regulatory and insurance requirements; and
- maintaining appropriate records of our relationship with students and families.

Motion Dance Academy will only collect and use information where there is an appropriate lawful basis for doing so and will handle personal information in accordance with applicable data protection law and our Privacy Notice.

Where health or other special category information is collected, Motion Dance Academy will apply the additional requirements that apply to such information.

20.2 DIGITAL STORAGE AND DATA SECURITY

Personal information is stored using appropriate security measures and may be held electronically on Motion Dance Academy's student management systems and with trusted service providers used to operate the Academy.

Motion Dance Academy does not sell or rent personal information. Where personal information is shared with third parties, this will only be where there is an appropriate lawful basis and where the

disclosure is necessary for the relevant purpose, required by law, or otherwise permitted under applicable data protection requirements.

Further information about how Motion Dance Academy collects, uses, stores and shares personal information, including information about data retention and individual data protection rights, is set out in our Privacy Notice

20.3 ESSENTIAL COMMUNICATIONS

Motion needs to use parents'/guardians' contact details to administer enrolment and provide services. This includes communicating about:

- weekly lessons, class schedules, venues and term dates;
- invoices, payments, payment reminders and outstanding balances;
- student progress, internal assessments and IDTA examinations;
- performances, competitions and other Academy activities; and
- urgent or emergency information, including short-notice class cancellations or changes.

Parents/guardians are expected to maintain accurate and up-to-date contact details and to monitor the communication channels designated by Motion Dance Academy.

These communications form part of the normal administration and delivery of the services and are not dependent on separate marketing consent.

20,4 DISCLOSURE TO THIRD PARTIES

Motion Dance Academy may share relevant personal information with third parties where this is necessary to provide services, administer activities, meet legal or safeguarding obligations, or otherwise where permitted by applicable data protection law.

IDTA EXAMINATIONS: Where a student is entered for an IDTA examination, Motion Dance Academy may need to provide relevant candidate information to the International Dance Teachers' Association (IDTA) or its examination administration systems in order to process the entry and examination.

SAFEGUARDING AND EMERGENCIES: Where necessary to protect a child or another person's safety or wellbeing, Motion Dance Academy may share relevant information with appropriate organisations or professionals, which may include local authority services, safeguarding agencies, healthcare professionals or emergency services. Information will only be shared to the extent reasonably necessary and in accordance with applicable data protection requirements.

OTHER SERVICE PROVIDERS: Motion Dance Academy may use trusted third-party providers to support its operations, such as student management, payment, communication, examination or other administrative services. Such providers will only receive information relevant to the services they provide and will be subject to appropriate contractual and data protection arrangements.

21. MISCELLANEOUS AND DECLARATIONS

21.1 BREACH OF TERMS AND CONDITIONS

COMPLIANCE WITH THESE TERMS: These Terms and Conditions, together with the applicable Academy policies and procedures, are intended to provide a clear and consistent framework for the safe, professional and effective operation of Motion Dance Academy.

Students, parents, guardians and account holders are expected to comply with the requirements that apply to them.

SERIOUS OR MATERIAL BREACH: Where a student, parent, guardian or account holder seriously or materially breaches these Terms and Conditions or an applicable Academy policy, Motion Dance Academy may take appropriate action. Depending on the nature and seriousness of the breach, this may include a warning, restriction of access, suspension or termination of enrolment.

Where the seriousness of the breach warrants immediate action, we may terminate the enrolment without further warning or the usual cancellation notice period.

FEES FOLLOWING TERMINATION: Termination following a breach does not automatically cancel fees or other charges that were properly due before the termination date, or costs that Motion Dance Academy has reasonably incurred or become committed to as a result of the student's participation.

Any refund, credit or outstanding balance following termination will be considered in accordance with these Terms and Conditions, the circumstances of the termination and any applicable legal requirements.

Nothing in this section limits any rights or responsibilities that cannot lawfully be excluded or restricted.

21.2 OTHER ACADEMY POLICIES

RELATED POLICIES: These Terms and Conditions should be read alongside Motion Dance Academy's other relevant policies and procedures, including its safeguarding arrangements, Privacy Notice and any specific policies relating to activities such as competitions, performances, examinations or acro/tumble.

Where a separate policy contains additional requirements relating to a particular activity, students and parents/guardians participating in that activity are expected to comply with those requirements.

Motion Dance Academy may update its policies and procedures from time to time where reasonably necessary to reflect changes to its services, safeguarding arrangements, legal requirements or operational practices. Where an update materially affects parents'/guardians' contractual rights or obligations, we will provide appropriate notice.

21.3 PURPOSE AND CONTACT

OUR AIM: These Terms and Conditions are intended to provide a clear and consistent framework that supports students' safety, development, enjoyment and participation while enabling Motion Dance Academy to operate effectively for all students and families.

QUERIES: If you have any questions about these Terms and Conditions or any related Academy policy, please contact the Principal or Motion Dance Academy through the usual office contact details.

REVIEW DATE:

These Terms and Conditions were reviewed and updated in September 2026. The next scheduled review is September 2027.