

# Empire Electric Palace Theatre (Crook) CIO Terms and Conditions of Service

Empire Electric Palace Theatre (Crook) CIO, 34 Uplands Close, Crook, County Durham.

This Agreement is governed by and shall be construed in accordance with the laws of England.

## DEFINITIONS

“Carer” refers to the person / persons who attend the course of any part of it with the pupil.

“Parent” refers to a parent or legal guardian who will be the contracting party in this contract

“Empire Electric Palace Theatre” refers to the charity

“Course” refers to the Empire Electric Palace Theatre children’s summer workshop

“Enrolment Form” refers to the form relating to the enrolment of a pupil on a Empire Electric Palace Theatre course

“Fee” refers to the charge made per course as an administration fee

“Coach” refers to the individual(s) employed by Empire Electric Palace Theatre to teach the course. Every effort will be ensued to ensure that the coaching personnel remain the same, however, Empire Electric Palace Theatre retain the right to change personnel when required.

“Premises” refers to the premises where the course takes place.

“Pupil” refers to the child attending the course, whose details are specified by the Parent or Carer on the enrolment form.

“Terms” refers to the terms and conditions set out in this document and any special terms and conditions agreed in writing by Empire Electric Palace Theatre and the parent / carer / guardian.

## Acceptance of Terms and Conditions

- All agreements relating to the teaching of the Course by Empire Electric Palace Theatre to the Pupil are subject to these Terms to the exclusion of all other terms and conditions
- No variation or addition to the Terms shall be binding unless agreed in writing by Empire Electric Palace Theatre and the Parent
- The Terms shall be deemed to have been accepted by the Parent upon payment of the Fee by or on behalf of the Parent.

## Payment

- The Parent shall pay the whole Fee to Empire Electric Palace Theatre prior to the Pupil commencing the selected course
- The Fee is non-refundable under any circumstances whatsoever without the prior written agreement of Empire Electric Palace Theatre. The parent/carer recognises that the fee reflects an administration/ reservation charge only and does not reflect the full cost of the summer workshop.
- Empire Electric Palace Theatre operates the highest levels of coach child ratios and therefore places are limited spaces.

## Cancellation

- Empire Electric Palace Theatre may cancel this contract at any time before the Pupil commences the course for any reason whatsoever. Empire Electric Palace Theatre shall not be liable for any loss or damage whatsoever arising from such cancellation..

## Parental Responsibility

The Parent warrants and represents that:

- The information set out in the enrolment form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify Empire Electric Palace Theatre of any change in such information immediately.
- The Parent will provide all relevant medical health and similar information required to conduct the Service and for the protection of the individual Pupil and other Pupils and third parties and emergency services that may come into contact with the Pupil during the execution of the Service.
- The Parent recognises Empire Electric Palace Theatre legitimate right to use personal data in the normal course of conducting its business, for the execution of the service and the Empire Electric Palace Theatre contractual obligations.
- The Parent recognises the Empire Electric Palace Theatre duty and responsibility to comply with its legal responsibilities, for compliance and governmental regulation with regard to personal data.
- When attending the Course, neither the Pupil nor the Carer will be suffering from any illness, disease or anything similar thereto.
- Where the Parent is present during the course of the Service, the Parent acknowledges and agrees that the Pupil shall be deemed to be under the direction, care and control of the Carer throughout the Course and

the Carer shall be responsible for the welfare and conduct of the Pupil throughout the Course and whilst the Pupil is on the Premises.

- The Parent recognises that it is the core mission and essence of Empire Electric Palace Theatre to promote the arts, good behaviour and wellbeing for children and parents and that the use of marketing, communications, education, training and social media play a key element of promoting the arts for the greater good of the community and the individual.
- Where a child is a Ward of Court, the Parent has a responsibility to inform Empire Electric Palace Theatre of such status and any associated information regarding the child and circumstances around such status as it pertains to the delivery of the service and data protection and privacy responsibilities of Empire Electric Palace Theatre.
- The Parent shall indemnify and keep indemnified Empire Electric Palace Theatre against the loss (including loss of profit), liability, costs and expenses which Empire Electric Palace Theatre shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.
- The Parent shall be responsible for any damage caused by the Pupil to any third-party property or individuals unless due to the direct act to cause any damage and the negligence of Empire Electric Palace Theatre staff or sub-contractors.

### **Privacy & Data Protection**

The Parent recognises that Empire Electric Palace Theatre takes seriously its obligations and responsibilities and commitments under as defined by Data Protection legislation and common law rights of individuals pertaining to privacy and data protection rights. Empire Electric Palace Theatre will obtain, retain and only process personal data in line with the UK Data Protection Act and the EU General Data Protection Regulation 2016 as well as respecting individual privacy and data protections rights within common law.

- Empire Electric Palace Theatre will only process data that is appropriate for the purposes of delivering services to members and as required by government regulatory bodies for the purposes intended to support parents, children over the lifetime of the summer workshop.
- Empire Electric Palace Theatre will not store credit or debit card details.
- Empire Electric Palace Theatre will not share customer data with any 3rd parties other than for the purposes of executing Empire Electric Palace Theatre contractual obligations to deliver the service and to comply with government regulation and potentially aid emergency services.

### **Photography**

During the workshop Empire Electric Palace Theatre may record with photography and video for the purposes of training, quality and marketing purposes. This may include group photos and action shots as well as training routines, team and group pictures.

The parent acknowledges and confirms that you waiver any and all image rights and recognise that all image rights fully vest in Empire Electric Palace Theatre &/or TaleGate Theatre Productions Ltd.

### **Covid-19**

Children with mild symptoms such as a runny nose, sore throat, or mild cough, who are otherwise well, can continue to attend the workshop.

Children and young people who are unwell and have a high temperature (38 degrees or more) should stay at home and where possible avoid contact with other people. They can come back to the workshop when they no longer have a high temperature and they are well enough.

If a child or young person has a positive COVID-19 test result they should stay at home and where possible avoid contact with other people for 3 days after the day they took the test. The risk of passing the infection on to others is much lower after 3 days, provided that they feel well and do not have a high temperature.

Empire Electric Palace Theatre will follow the guidance Government agencies in restricting the spread of Covid-19, especially <https://www.gov.uk/government/publications/health-protection-in-schools-and-other-childcare-facilities>