

Booking Terms and Conditions

This document (together with the documents referred to on it) tells you the terms and conditions on which we book any of the activities / services listed on our website www.showcaseco.uk (our site) or contained within our current timetables.

Please read these terms and conditions and our policies (available at showcaseco.uk/downloads) carefully before booking any of our services or activities in person, through our site or (if possible) by telephone.

You should understand that by booking any of our services or activities, you agree to be bound by these terms and conditions. We recommend that you print a copy of these terms and conditions for future reference.

We will email you a copy of these terms and conditions to confirm a telephone booking and if you do not agree with them please cancel your booking in accordance with clause 10.1.

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any services / activities with us.

1.1 Information about us

Showcase Co Management Limited is registered in England and Wales under company number Registered No. 10118480). Registered Office: Showcase Studios, Railway Rd, Urmston, M41 0XL

Showcase Co UK Limited manage the following brands: Showcase Dance & Stage, Showcase Dance & Stage Holiday Workshops, Showcase Fitness, Showcase Events, Showcase Studios, ShowcaseDS Clothing, Showcase Boutique and Showcase Consultancy

1.2 We operate the website www.showcaseco.uk / www.showcaseds.co.uk which directs you to any of the websites for the brands detailed in clause 1.1 on which we accept booking online, in person and over the telephone. All Participants involved within the Showcase Dance & Stage Holiday workshops will be (on the date of the Course(s)), between the ages of 5 and 16 years old and in full time education; and (f) you are resident in and are accessing our site from the United Kingdom.

2. How the contract is formed between you and us

2.1 After booking our activities / services online, in person or by telephone, you will receive an e-mail from us confirming the booking (Booking Confirmation) which is when the contract between us (Contract) is formed.

2.2 The Contract will relate only to those services / activities whose booking we have confirmed in the Booking Confirmation. We will not be obliged to supply any other services / activities which may have been part of your booking until the confirmation of booking of such services / activities has been confirmed in a separate Booking Confirmation.

3. Quality of Services / Activities

3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide services / activities which: (a) conform in all material respects with their description (on our site or in the timetables); (b) are carried out with reasonable care and skill; (c) are fit for any purpose we say the services / activities are fit for; and (d) comply with all applicable statutory and regulatory requirements for supplying the Courses in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to services which are not carried out with reasonable skill and care or which otherwise do not conform with these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

3.3 These terms and conditions apply to any substitute services / activities we arrange with you in the unlikely event that the original services / activities do not conform with these terms and conditions.

3.4 You must provide us, in sufficient time, with any information and instructions relating to the services / activities that is or are necessary to enable us to provide the services / activities in

accordance with these terms and conditions. This information includes completion of a Customer Registration Information Form in respect of each client, together with any other information about the participants that you think is relevant for us to know in respect of the services / activity(s).

3.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Contract by giving you written notice.

4. Provision of services / activity(s)

4.1 We will provide the activity / services (s) to the Participant(s) on the date(s) set out in the Booking Confirmation. We will make every effort to carry out the services / activity(s) on time but there may be delays due to circumstances beyond our control. In this case we will complete the activity / services as soon as reasonably possible, and in the event we have to cancel a service / activity you will be offered a place on an alternative activity / service or a full refund.

4.2 We may have to suspend a service / activity if we have to deal with technical problems, or to make improvements to the service / activity. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

4.3 We reserve the right to modify a service / activity due to adverse weather conditions, low attendance or other unforeseen circumstances and will notify you of such modification as soon as possible.

5. Client Registration Information Form

5.1 Within the Booking Confirmation email you will be sent a form setting out the participant's details, (a Registration Information Form). The Registration Information Form must be completed for each Participant truthfully and comprehensively, providing us with all information which maybe relevant to the Participants taking part in the Course.

5.2 Please, complete, sign and date the Registration Information Form on the first day or before taking part in the selected service / activity. We will be unable to accept a Participant or a booking onto without a completed Registration Information Form.

6. Attendance at Selected Service / Activity (s)

6.1 We reserve the right to remove a Participant from the service / activity (s) or to refuse admittance should we deem it necessary to do so. This includes where a Participant does not comply with the safety rules and advice, does not act responsibly and courteously, is disruptive, does not participate, behaves in a way we deem to be inappropriate in the circumstances, fails to respect or affects the enjoyment of the service / activity for other Participants.

6.2 Participants should be dressed appropriately for their activities of the service or activity(s) on which they are enrolled into, please see the Showcase Dance & Stage uniform list for classes relevant to Showcase Dance & Stage. We reserve the right to refuse admittance to any Participant who we consider not to be appropriately dressed.

6.3 Participants are required to wear the safety equipment provided by us at all times during the activities. We reserve the right to remove from the service / activity (s) any Participant who refuses to wear the necessary safety equipment.

6.4 Participants are expected to be reasonably fit and healthy and not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. If you are in any doubt as to whether the Participant should attempt the activities we have set out in our service / activity details, do talk to us about your concerns prior to booking.

6.5 No refunds or compensation will be payable by us in the event that any Participant is not permitted to, or decides not to, undertake or complete the activity / service (s) for the reasons set out in this clause.

7. Residential Courses

From time to time we may offer residential Courses during which Participants will have activity days and overnight stay(s) (Residential Courses). The terms in this clause 8 apply to Residential Courses.

7.2 We will provide you with a list of recommended items the Participant should bring to a Residential Course and you are responsible for providing these items for use by the Participant.

7.3 We may take the Participant offsite for supervised visits and excursions that either form part of the Residential Course or are ancillary to it and you hereby consent to these offsite visits.

7.4 You and the Participant are responsible for the Participant's behaviour while on a Residential Course and we reserve the right to remove any Participant who behaves in a way we determine is

unacceptable or inappropriate from the Residential Course and will notify you to come and collect the Participant from the site.

7.5 We shall not be liable for the consequences of any inappropriate behaviour or the loss of any Residential Course fees which are non-refundable in the event of removal of a Participant under the circumstances of clause

8. Medical Attention

In the unlikely event that any Participant requires medical attention during our service / activities, including any Residential Course, we will provide first aid on site and make every attempt to contact the next of kin / parent / guardian.

8.1 You acknowledge and consent to our taking the Participant offsite to obtain medical attention when we deem this is required, if necessary without your consent, in an emergency.

8.2 For all medications required a medical authorisation form must be completed by the participant or next of kin / parent / guardian if a child is under 18 and before the first day or before the activity commences.

9. Transport

9.1 Unless we have agreed otherwise, you are responsible for arranging transport for the Participant to get to and from any service / activity.

9.2 If required, we can provide a list of independent taxi services who we have used before in transporting from our services / activities and can arrange this service for you if requested. However, we in no way accept any liability whatsoever in respect of the choice of taxi service or the safety of you or your child until he/she is attending our service or activity and this remains with you at all other times.

10. Complaints

We strive to deliver a high quality standard to all, in which clients, parents and children are handled with respect and courtesies at all times and feel valued and listened to. We welcome suggestions on improvements and regularly ask for feedback from our clients parents/students in order that their needs can be met. Any concerns will be dealt with promptly and it is our aim that all clients, parent/students feel comfortable to voice their opinions, safe in the knowledge that they will be listened to and responded to.

10.1 Methods

The Workforce Members will follow the below complaints policy using an incident form.

10.2 Making a Complaint

Stage 1 - at this stage the client / parent / student and member of staff should be able to talk through complaints and deal with them to a satisfactory resolution.

Stage 2 - occurs if stage 1 either reoccurs or fails to meet a satisfactory outcome. At this stage the client / parents put their concerns in writing to the Manager at Showcase Studios, Railway Rd, Urmston, M41 0XL or info@showcasesds.co.uk and it will be stored confidentially.

The Manager must meet / speak with the client / parents once the matter has been investigated in order to discuss the outcome within 7 working days. The business owner will be alerted to this action and will take over the process if deemed necessary. If deemed necessary the client / parent may contact the owner if they feel that the manager is unable or unwilling to deal with the complaint effectively.

Stage 3 - If the client / parent is still unhappy he / she may request a meeting with both the Manager and the owner. The client / parent will be informed that he / she may bring a companion with them for support. Minutes of the meeting must be taken accurately including the decisions that have been jointly made. All parties must sign to say that they agree with the document, and they will receive a copy of it too. At this point the signing should signify a conclusion to the matter, and the points must be logged.

Please be aware that if you withdraw from the services / activities due to a complaint and that this withdrawal is not notified to, and agreed with, the manager or the owner, prior to withdrawal then we will not be able to issue any level of refund

11.1 These terms and conditions will apply to any substitute services / activities we book for you.

12. Intellectual property rights

12.1 The copyright, design right and all other intellectual property rights in our promotional material, the site and any other materials and other documents or items that we prepare or produce in connection with the services / activities or business either licensed to or belong to us absolutely.

12.2 You may not use the timetable, site, materials, documents or other items detailed in clause 12.1 for any commercial purpose.

13. Consumer rights

13.1 If you are contracting as a consumer and subject to clause 13.2 below, you may cancel a Contract at any time within seven working days, beginning on the day after you receive the Booking Confirmation. In this case, you will receive a full refund of the price paid for the service / activity excluding non refundable deposits in accordance with our refunds policy (set out in clause 15 below).

13.2 You agree to waive your statutory right of cancellation of a Contract concluded at a distance if the Course begins at any time within the seven working day cancellation period and you or your child takes their place where appropriate on the services / activities within that time. This is because you agree to the services / activities starting before the end of the usual cancellation period provided by law and therefore your cancellation rights end when the service / activity begins.

13.3 If you cancel a Contract you may receive a refund in accordance with our refunds policy (set out in clause 15 below).

13.4 This provision does not affect your statutory rights.

14. Price and payment

14.1 The price of any services / activities will be as quoted on our timetable and on our site from time to time, except in cases of obvious error. These prices may include or exclude VAT, as specified within the Booking Confirmation.

14.2 Prices are liable to change at any time, but changes will not affect services / activities in respect of which we have already sent you a confirmation.

14.3 Our site and timetable contain a large number of services / activities and it is always possible that, despite our best efforts, some of the sessions listed may be incorrectly priced. We will normally verify prices as part of our booking procedures so that, where a sessions' correct price is less than our stated price, we will charge the lower amount when booking the service / activity with you. If a session' correct price is higher than the price stated on our site or in our timetable, we will normally, at our discretion, either contact you for instructions before booking the service / activity, or reject your booking and notify you of such rejection.

14.4 We are under no obligation to provide the activity / session to you at the incorrect (lower) price, even after we have sent you a Booking Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

14.5 Payment for activity / session is due at the time that the booking is made or in line with the invoice payment due date. We also accept staged payments, subject to a minimum deposit of the Course price being paid at the time of booking, with the remainder payable 2 weeks prior to the activity / service start date.

14.6 Payment for all services / activities must be by cheque (please check with the business representative which payee name to use), by Childcare Vouchers, credit or debit card, cash or our preferred method of Direct Debit / Invoice Link Payment.

15. Our refunds policy

15.1 When you cancel a service / activity booked with us within the seven day cooling off period (see clause 13 above), if the service / activity has not begun during the cooling off period we will refund the price of the service / activity in full excluding non refundable deposit paid. If the service / activity has already begun and you or your child has attended any or part of it, during the seven-day period, you will not be entitled to a refund for cancellation.

15.2 When you cancel a service / activity booked with us after the cooling off period has expired: (a) if this is done any time after the Booking Confirmation is sent and before the date one calendar month before the first day of the Course detailed in the Booking Confirmation, we will refund the price of the activity / service in full; or (b) if this is done at any time between the date one calendar month before the first day of the Course detailed in the Booking Confirmation, and one week before the service / activity begins, we will refund 50% of the price of the activity / service to you excluding non refundable deposits; or (c) if this is done at any time less than one week before the first day of the service / activity detailed in the Booking Confirmation, if there is no valid medical reason evidenced by a doctor's note for the cancellation, you will not be entitled to a refund.

15.3 Refund or cancellations for Showcase Fitness Memberships are subject to one calendar month termination with the final payment being taken on the first of the month following the cancellation period.

15.4 We will process any refund due to you as soon as possible and, in any event, within 30 days of the day you have given notice of your cancellation.

16. Disclaimer

16.1 By accepting these terms and conditions, you understand and agree that:

16.1.1 the service / activities of the business on which any Participant is enrolled involve an inherent risk of injury;

16.1.2 you are responsible for executing your own level of judgment and safety precaution and any child that you register for the Participant's safety and accept this inherent risk in order for you or your child to participate in the service / activity;

16.1.3 you will ensure that the you / your child acts and behaves appropriately and complies at all times with our safety rules and procedures in order to minimise risk;

16.1.4 you will ensure that the Participant immediately ceases performance of the activities if you are concerned about the safety of the activities or the health of the Participant;

16.1.5 in the event of an accident or any damage, loss, injury or death, we will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the activities undertaken during the service / activity (save for in the circumstances excluded under clause 17);

16.1.6 you accept that we will undertake all necessary risk assessments and deliver the services / activities(s) in as safe as possible a manner, but that this does not remove all risk of injury to the Participant;

16.1.7 you hereby waive all and any claims against us in respect of clause 16.1.5 above.

17. Limitation of Liability

17.1 This clause does not include or limit in any way our liability for: (a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to: (a) loss of income or revenue; (b) loss of profits or contracts; (c) loss of anticipated savings; or (d) loss of data; provided that this clause

17.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause

17.3 or any other claims for direct financial loss that are not excluded by any of categories (a) to (d) inclusive of this clause

18. Written communications Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, and making bookings by telephone, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

19. Data protection

We will only use the personal information you provide to us to provide the Courses and in accordance with the terms of our Privacy Policy which can be found at www.showcaseco.uk/downloads

20. Notices

All notices given by you to us must be given to Showcase Co UK Ltd Management at Showcase Studios, Railway Rd, Urmston, M41 0XL or info@showcaseco.uk. We may give notice to you at either the e-mail or postal address you provide to us when booking a service / activity, or in any of the ways specified in clause 18 above. Notice will be deemed received and properly served immediately when posted on our site, 72 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter

was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee

21. Transfer of rights and obligations

22.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

22.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

23. Events outside our control

23.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our reasonable control (Force Majeure Event).

23.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; and (f) the acts, decrees, legislation, regulations or restrictions of any government.

23.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

24. Waiver

24.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

24.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

24.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 20 above.

25. Severability If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

26. Entire agreement

26.1 These terms and conditions, the Booking Confirmation, the Participant Registration Information Form and any other document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

26.2 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.

26.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.

26.4 Nothing in this clause shall limit or exclude any liability for fraud.

27. Our right to vary these terms and conditions

27.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment

methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

27.2 You will be subject to the policies and terms and conditions in force at the time that you book any services / activities with us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).

28. Law and jurisdiction Contracts for the booking of Courses through our site and by telephone and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.