

Dancebuzz Terms and Conditions

1. General information

1.1. Before booking a Dance Service, Clients should read these Terms and Conditions carefully. If Clients are unable to agree with the Terms and Conditions, they must not Book or attend the Dance Services. If, however, the Client agrees to the Terms and Conditions (Terms) unconditionally, they may Book and attend the Dance Services subject always to these Terms. By booking or attending Dance Services, you agree that any Booking constitutes a Contract between us. The following Terms shall apply to any contract formed between us (Contract) in relation to the Dance Services and that such terms shall take precedence over any other terms (including any industry practice).

1.2. Dancebuzz may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site. The version of the Terms and Conditions that applies to the Dance Services shall always be the version in force at the time the Dance Services were Booked.

1.3. These Terms and the Privacy Policy constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

2. Courses & Taster Classes - Terms and Cancellation

2.1. The Client is required to Book and make full payment at any time before the start date of the Course or Taster class to secure a place. If the Course is NOT marked as "Sold Out" on the Site this means, a Client may still Book and attend.

2.2. All Courses and Taster Class fees are paid in advance and are non-refundable and non-transferable.

Clients should be aware that they are considered as committed once they have made a Booking for a particular Dance Service, on a particular date. In order to operate the Dance Services effectively, Dancebuzz relies on the commitment of its Clients to uphold their part of the agreement according to these Terms and Conditions. If a Client should need to change or amend a Booking it may have consequences for the business operation and therefore Dancebuzz is under no obligation to provide alternative Dance Services should the Client be unable to attend whatever the circumstances. If you are unable to attend, we may at our discretion try to provide an alternative course or session but we are under no obligation to do so.

If the Client is aware that they will miss any sessions in advance of the start of a Course, Dancebuzz requests that the Client notify Dancebuzz at the time of Booking and we may at our discretion provide an alternative session. Please be aware that Dancebuzz is under no obligation to offer alternative or replacement sessions.

2.3. Dancebuzz requires a minimum number of Client Bookings for holding each individual Course or Taster Class. If that minimum number is not achieved, Dancebuzz reserves the right to cancel the Course and in this instance will provide a full refund or offer an alternative Course or Taster Class to attend.

2.4. Dancebuzz shall provide the number of sessions for each Course as shown on our website. Each session shall be approximately one hour long.

2.5. The Courses and Taster Classes will take place at the dates, times and venues as set out on our website dancebuzz.co.uk. On some rare occasions it may be necessary to make alterations to the start date, time, teacher or venue locations of our Courses in order to operate our sessions effectively. We reserve the right to change the date, time and venue or teacher for any reason including for circumstances that are outside of our control. We will where possible provide you with as much notice as possible of any change to date, time or

venue. Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to receive a refund.

2.6. If you are not able to attend a Course in full or partially for any reason (including due to a change of the date, time, venue and instructor), you will not be entitled to a refund but we may at our discretion offer you a catch up session or an alternative Course or Taster Class. Dancebuzz is under no obligation to provide an alternative Course or session should the Client be unable to attend any Sessions Booked.

2.7. Where sessions are held at third party venues, you agree to comply at all times with such venue's policies and rules in relation to such venues (particularly fire safety and health and safety rules). You will be required to leave the venue if you do not comply with such policies and rules and we shall not be obliged to refund you any amounts paid in relation to such Session.

2.8. You are responsible for your own belongings and your take to a Session and neither us or any third party venue will be liable for any loss, damage, theft or destruction of any of your belongings.

2.9. You agree to reimburse us in full in relation to any claim from any third party (and associated costs and expenses (including professional fees) arising out of your actions or inactions while at a third party venue.

2.10. We shall provide the Dance Services with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of dance teaching, no guarantees of any particular results can be made.

2.11. Above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of dance teaching, we do not guarantee any particular results.

2.12. We may make audio and visual recordings of our Sessions with your permission. In such instances, we shall be the owner of all Intellectual Property Rights and all other rights in the materials. If you do not wish to be filmed or photographed, please make this known to us before the start of your Workshop.

2.13. If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.

3. Private Lessons

3.1. Private Lessons with any Dancebuzz dance instructor are arranged and booked in advance via online payment or a bank transfer to Dancebuzz. We do not accept cash payments and cheques on the day of the lesson or any fees paid directly to an instructor.

3.2. Paid fees for either one-off private lessons, block bookings or ongoing monthly private tuition are non-refundable neither partially nor in full and it is the client's responsibility to book all sessions at the times provided as available for the designated instructor and the studio space.

3.3. Payments for one-off Private Lessons or block bookings must be made at least three working days (Mon-Fri, excl. Bank Holidays) in advance and a written confirmation email must be sent by Dancebuzz to the Client in order to confirm any booking or private lessons.

3.4. Each appointment at which private lessons are provided will last for an hour unless agreed otherwise in advance and will take place at a mutually agreed venue.

3.5. It is very important that you arrive on time for your Private Lesson. Arriving late for a scheduled Private Lesson will result in reducing your session in accordance with that time.

3.6. Due to the individual nature of the booking Dancebuzz requires a minimum of three (3) working days (Mon-Fri excl. Bank holidays) notice in order for Dancebuzz to reschedule a private lesson with the studio and the designated instructor. You must provide the notice by emailing hello@dancebuzz.co.uk.

Provided that enough notice is given, Dancebuzz will change your booking free of charge subject to availability of the instructor and studio space and will charge for any costs of the initial booking, e.g booking a studio space. If changes are required to be made less than three working days prior to the date set for the lesson, the client will be charged the full fee of the lesson plus the studio hire fee where applicable.

3.7. In some circumstances including those outside of our control, we reserve the right to amend the venue and/or instructor and in such cases you will not be entitled to a refund. We shall give you as much notice as possible if such circumstances occur.

3.8. If we need to reschedule a session due to circumstances outside of our control due a last minute ill health of an instructor or unexpected closure of a venue, we will reschedule the Private Lesson at the earliest mutually convenient time.

3.9. Where sessions are held at third party venues, you agree to comply at all times with such venue's policies and rules in relation to such venues (particularly fire safety and health and safety rules). You will be required to leave the venue if you do not comply with such policies and rules and we shall not be obliged to refund you any amounts paid in relation to such Session.

3.10. You are responsible for your own belongings and your take to a Private Lesson and neither us or any third party venue will be liable for any loss, damage, theft or destruction of any of your belongings.

3.11. You agree to reimburse us in full in relation to any claim from any third party (and associated costs and expenses (including professional fees) arising out of your actions or inactions while at a third party venue.

3.12. We shall provide the Private Lessons with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of dance teaching, no guarantees of any particular results can be made.

3.14. We may wish to photograph or film the Sessions with your permission with the purpose to supply those to you and assist with your learning process and improve your experience from your Courses or Taster class. In such instances, we shall be the owner of all Intellectual Property Rights and all other rights in the materials.

In some instances we may wish to photograph or film the sessions with the purpose to promote any future courses or otherwise. If you do not wish to be photographed or filmed, please make this known to us and we will ensure you do not appear in any of the materials.

3.15. If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.

4. Dance Workshops

4.1. Bookings for Dance Workshops should be made with as much notice as possible and with a minimum of ten (10) working days notice to allow securing a venue and a tutor for the Client's selected date. Bookings are confirmed upon receipt of full payment due not later than ten (10) working days before the date of the Dance Workshop.

4.2. Paid fees shall not be refundable. If there are any circumstances in which we need to cancel the workshop, we will provide you with a full refund.

4.3. In some rare circumstances including those outside of our control, we reserve the right to amend the venue and/or instructor and in such cases you will not be entitled to a refund. We shall give you as much notice as possible if such circumstances occur.

4.4. Where sessions are held at third party venues, you agree to comply at all times with such venue's policies and rules in relation to such venues (particularly fire safety and health and safety rules). You will be required to leave the venue if you do not comply with such policies and rules and we shall not be obliged to refund you any amounts paid in relation to such Session.

4.5. You are responsible for your own belongings and your take to a Session and neither us or any third party venue will be liable for any loss, damage, theft or destruction of any of your belongings.

4.6. You agree to reimburse us in full in relation to any claim from any third party (and associated costs and expenses (including professional fees) arising out of your actions or inactions while at a third party venue.

4.7. We shall provide the Dance Services with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of dance teaching, no guarantees of any particular results can be made.

4.8. Above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of dance teaching, we do not guarantee any particular results.

4.9. We may make audio and visual recordings of our Sessions with your permission. In such instances, we shall be the owner of all Intellectual Property Rights and all other rights in the materials. If you do not wish to be filmed or photographed, please make this known to us before the start of your Workshop.

4.10. If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.

5. Limitations of Liability

5.1. Nothing in this clause 5 shall limit our liability for death or personal injury caused by our negligence or our fraud or fraudulent misinterpretation or for any matter for which liability cannot be legally excluded or limited.

5.2. Our sole liability in relation to any cancellation, postponement or change of venue or instructor shall be limited to the price paid by you for such Workshop and we shall not be liable under any circumstances for any consequential losses.

5.3. Our total liability, tort (including negligence or breach of statutory duty), misinterpretation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the Services.

5.4. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any of the costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

5.5. The provisions of this clause 5 shall survive termination of the agreement between us.

6. Injury Waiver

By agreeing to these terms and conditions the Client hereby waives, releases and discourages all claims they may have against Dancebuzz for injuries of any manner from participation in the Dance Services unless they

are a direct result of Dancebuzz negligence. The Client is obliged to seek medical advice before carrying out any exercise.

8. Behaviour

In order to maintain the high standards of our Dance Services Dancebuzz reserves the right to refuse admission or participation to any Client who is deemed to be acting inappropriately. If a Client is excluded for unacceptable behaviour they will not be entitled to a refund.

9. Force Majeure

Dancebuzz shall not be in breach of any agreement resulting from a Booking, nor liable for any failure or delay in performance of any obligations under such agreement arising from or attributable acts, events, omissions or accidents beyond our reasonable control including but not limited to lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, pandemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

10. Third Party Rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11. Data Protection and Privacy

Dancebuzz is committed to protecting the privacy and confidentiality of its Site users and Clients.

Dancebuzz will only collect email addresses from those individuals who voluntarily sign up for any one of our free email newsletters or inquires about our services. We do not sell or pass on these addresses to any other organisation, or use them for any other purpose ourselves.

The personal information held by Dancebuzz about our Clients is the minimum necessary to facilitate the running of our business, such as contact details and order history. We do not sell or pass on this information for any purpose.

12. Governing Law

These Terms shall be governed by English Law and you hereby submit to the exclusive jurisdiction of the English Courts.

Terms and conditions: Revised April 2021

Defined Terms

Client: An individual who purchases and/or attends Dance Services.

Dancebuzz: The trading name for Dancebuzz Ltd, company number 07228665, registered address 7 Carlton Court, 2B Blenheim Gardens, London NW2 4NS

Dance Services: Services organised or supplied by Dancebuzz. This includes (but is not limited too) dance courses, taster sessions, private lessons and dance workshops.

Terms: The Terms and Conditions that govern the sale and supply of Dance Services by Dancebuzz to you.

Booking (includes any capitalised division): A Client order or acceptance of an offer for Dance Services

Site: The website <http://dancebuzz.co.uk/>

Course: A dance programme consisting of more than one dance classes/sessions

Taster Class: A single, one-off dance class/session that could also form part of a Course

Private Lessons: A bespoke dance class/session that is requested, scheduled and shaped according to an individual's Client's request

Dance Workshops: A dance class/session that is requested, scheduled and customised for groups by a Client.