



## **Terms and Conditions**

### **Fees and refunds**

1. Enrolment in Wac Arts is for one academic year. Fees are charged per term for each class enrolled in.
2. An invoice will be issued for the whole term. Participants are expected to pay for and attend all their courses.
3. Wac Arts does not offer taster sessions or pro-rata fees, and the whole term's fees are payable.
4. Where a student enrolls mid-term, fees will only be charged from the date of enrolment.
5. For participants who enrol mid-term, an invoice will be issued to enable payment immediately.
6. Credits or refunds will not be given for non-attendance, other than for the reason set out in Clause 16.
7. Where Wac Arts cancels a class, a credit for that class will be issued to continuing participants. The credit will be applied to the next invoice generated.
8. Where a student is not continuing to the next academic year, a refund will be issued for courses they were enrolled in but were cancelled by Wac Arts, if any.
9. Fees are currently exempt from VAT.

## **Payment**

10. Payment for courses must be made at the point of booking. If you/your child would like to change or withdraw from the class, they can do so within the first two weeks of term only.
11. Payment can be made online, by credit or debit card.
12. Wac Arts no longer accepts cash, cheque, or direct debit for fees. Wac Arts will not be held responsible for payment left at reception or with tutors. All payments must be made in accordance with Clause 11.
13. Wac Arts participants who fail to make payment before the first class will not be enrolled, and so cannot attend classes, until payment is made.

## **Register, attendance, and absence**

14. A register for each class is maintained by the tutor. Student attendance is recorded for the purposes of safety, security and quality assurance monitoring.
15. If a student is absent for three or more consecutive weeks, with no written communication to [admin@wacarts.co.uk](mailto:admin@wacarts.co.uk) to explain their absence, Wac Arts reserves the right to remove the student from the class and no refund will be due.
16. If a student is absent for three or more consecutive weeks due to a medical condition, a pro rata credit of the fees paid for the courses not attended will be given upon receipt and subsequent review of evidence. Evidence that will be considered can include a GP note, a letter from a school or employer verifying absence for the same time period, medical appointment cards covering the period of absence, prescriptions from the period of absence, hospital admission or discharge letters or any other relevant evidence to support the request. Evidence may be redacted to ensure sensitive information is not shared.
17. Where a student misses a class, it is not possible for a different class to be attended as a 'make up' class. Participants may only attend courses for which they are enrolled.
18. Where a student chooses to watch a class rather than participate, this still counts as attendance. No refunds or credits may be given for courses where a student chooses not to participate.
19. As part of our policy, where a participant is 15 minutes late and could pose risk of injury or disruption to the group, they will not be permitted into the class. In instances where this occurs, no refunds for the session will be due.

## **Withdrawal, class change and annual enrolment**

20. To withdraw from a class or the programme, a parent, guardian, or student must email [admin@wacarts.co.uk](mailto:admin@wacarts.co.uk) to notify the administration team of the withdrawal at least 21 calendar days prior to the commencement of the new term.

21. Participants are automatically re-enrolled each term in the academic year unless formal written notification of withdrawal or change of class has been made as per Clause 20.
22. Change of class requests and additional class requests are to be made in writing to [admin@wacarts.co.uk](mailto:admin@wacarts.co.uk). These requests will be reviewed by a member of the team, and you will be contacted with the outcome of the decision. Participants must not change to another class without written confirmation from the Wac Arts administrative team.
23. Participants are enrolled for one academic year only and will be taken off all courses at the end of the summer term. Every student must re-enrol in courses for the start of the new academic year. Registration will open during the summer holidays for courses commencing in September.

### **Permissions (Medical & Photographic consent)**

24. Medical: Participants over the age of 18 and parents/guardians for those under 18 are required to give permission for an authorised Wac Arts first aider to give any immediate and/or necessary first aid treatment. This includes any emergency medical treatment recommended by competent authorities including emergency medical staff. By signing these terms and conditions you acknowledge that consent is provided.
25. Wac Arts uses photographs, video recordings and testimonials of our participants for the purposes of publicising and promoting Wac Arts services. By consenting via your online application, you give Wac Arts permission to use photographs and/ or video footage in which you, your child/ ward appears for such purposes.

If you do decide to withdraw your consent, please let us know by emailing us at [admin@wacarts.co.uk](mailto:admin@wacarts.co.uk).

Wac Arts is responsible for any personal information that is in any photographs and / or video footage. Any images or video taken will be in accordance with the data protection law. For more detail about how we will use your personal information, and what your rights are in relation to your personal information, please visit our [Data Privacy Policy](#).

### **Physical Contact**

26. Physical contact with participants may be necessary by members of the tutor pool for sessions such as dance. Wac Arts considers that such appropriate physical contact is beneficial for a student development. If you have any concerns regarding this matter, please contact the Designated Safeguarding Lead. If a member of staff witnesses any physical contact or action that they deem to be inappropriate they shall report this to a Designated Safeguarding Lead immediately.

### **Safeguarding, Supervision and Loco Parentis**

27. Wac Arts requires that all children under 8 do not travel independently and are accompanied throughout their time at Wac Arts by a suitable adult. It is also strongly recommended that any young person under the age of 11, or whose special educational needs require it, is accompanied throughout their time at Wac Arts by a suitable adult.

28. With the exception of Holiday Programmes, Wac Arts is responsible for the welfare and safety of participants during sessions/ class time **only**, by protecting them from all forms of abuse including physical, emotional, and sexual harm. Parents/ Guardians remain responsible for their own child's welfare and supervision outside of and between their timetabled sessions/courses.<sup>30</sup> Parents, guardians, carers, and participants who travel to Wac Arts independently must sign in and out of the building. The sign in location is at reception. It is all visitors' responsibility to sign in upon arrival and when leaving the building for any reason and for any duration. Parents, guardians and carers who are waiting with/for their child must also wear an identifying lanyard for the duration of their visit. A lanyard will be provided by reception staff.
31. Wac Arts does not provide a pickup and drop off service for participants. Wac Arts staff will not pick up or drop off participants from home, local transport hubs or any other location.
32. Wac Arts will take reasonable steps to ensure that young children who are not old enough to look after themselves do not leave the premises unattended and are escorted to and from the atrium space at the start and end of sessions. Parents/ Carers are responsible for their child/ ward's welfare and supervision outside of and between session/ class times.
33. Where there is a safeguarding concern about a child, young person or vulnerable adult or someone's behaviour, it is everyone's responsibility to report this to one of the Designated Safeguarding Leads listed in the [Safeguarding Policy](#). You must write down what you have seen or heard, report it to one of the DSLs and they will then take any required further action. In an emergency, duty manager, first aider, building staff and reception staff will be able to assist with responding to emergencies. All safeguarding incidents involving staff, volunteers, children, or visitors must all be recorded and, depending on the seriousness of the incident, may need to be reported to the relevant agencies (such as the police or the Local Authority). In the event of an incident or accident involving a child or young person under the age of 18 a written record will be completed by the DSL as soon after the incident as possible. A copy will be given to the parent or guardian.
34. All participants will be expected to comply with the Student Code of Conduct at all times. Wac Arts staff will address any unacceptable behaviour in session/ courses, breaks and outside of sessions/ class times, irrespective of whether the student is or has been supervised by a parent/guardian or carer, in accordance with the Student Code of Conduct.

## Codes of Conduct

35. Parents, guardians, carers and participants agree to abide by the [Parent Guardian Code of Conduct](#) and the [Student Code of Conduct](#) respectively.

## Participation in Wac Nites

36. Wac Nites is a programme designed for those with mild to moderate learning needs, focused on a performing and creative arts curriculum. Wac Nites is not designed to accommodate young people with profound and multiple learning difficulties.
37. Every young person wishing to attend Wac Nites will be assessed by the staff team on their first visit. Should Wac Nites be suitable for the young person there will be continued monitoring of their suitability for the programme.
38. A detailed onboarding form must be completed prior to the attendance at the trial session.
39. The young person will be offered a trial session (new enrolments only) that will be observed by a member of Wac Arts staff. After completion of this session the team will decide if a place on the programme is appropriate, and the young person may be offered a place for the remainder of the academic year.
40. The sessions on Wac Nites are co-facilitated by two tutors, however Wac Arts does not provide 1:1 support for young people enrolled on the Wac Nites programme.
41. Where a young person needs 1:1 support, this must be provided by the Local Authority, the family or another provider. The 1:1 will not be allowed to work unsupervised until a satisfactory enhanced DBS check has been received.
42. Where a 1:1 support worker is provided, they should be suitably qualified and experienced for the role and willing to engage fully in the sessions to best support the young person and the teaching team.
43. Where a young person is collected from the building at the end of the activity, this must be done in a timely manner.

## **Holiday Programmes**

44. A fee is charged per week of the holiday programme.
45. Breakfast Club and Cinema Club is charged in addition to the daily fee.
46. Refunds will not be given for non-attendance, other than for the reason set out in Clause 52.
47. Where Wac Arts cancels a holiday project, a full or pro rata refund will be given.
48. Fees are currently exempt from VAT.
49. The holiday programme fee must be paid in advance via the third-party provider.

50. Participants enrolled in breakfast club may arrive from 8:30, for all other participants registration begins at 9:45 each morning.
51. Participants attending Cinema Club must be collected by 17:30, all other participants must be collected by 16:00.
52. If a student has paid for a weekly place on Holiday Club, and is absent for three or more consecutive days due to a medical condition, a pro rata credit of the fees paid for the courses not attended will be given upon receipt and subsequent review of evidence, minus the third party provider fee. Evidence that will be considered can include a GP note, a letter from a school or employer verifying absence for the same time period, medical appointment cards covering the period of absence, prescriptions from the period of absence, hospital admission or discharge letters or any other relevant evidence to support the request. Evidence may be redacted to ensure sensitive information is not shared.