

# Terms & Conditions

Before registering for one of our courses, please ensure that you have read any course requirements and that you have understood our Terms & Conditions.

## 1 GENERAL INFORMATION

- 1.1 These Terms & Conditions (T&Cs) shall override any previous or contradictory terms or conditions published by Stage & the City (SATC) or appearing on the website.
- 1.2 These Terms & Conditions cover all of SATC's courses. Before registering for a course, prospective students should read these Terms & Conditions carefully. If you are unable to agree to them, then you must not book on any courses. By registering for courses or accepting an offer from SATC to deliver the courses, you indicate your acceptance of these Terms & Conditions.
- 1.3 SATC may amend these Terms & Conditions at any time by posting the amended Terms & Conditions on the website. The version of the Terms & Conditions that applies to courses shall always be the version in force at the time a course was booked or an offer from SATC to deliver a course was accepted.

## 2 COURSE FEES

- 2.1 Fees for individual courses are stated on the relevant course web pages. Fees are generally payable immediately online at the time of booking (either in full or a non-refundable deposit of 10%) or as otherwise indicated on the website.
- 2.2 When pre-booking, a non-refundable deposit of 10% of the full course fee will be payable immediately. If the full fees are paid in advance any refunds are governed by the terms in section 4 of these T&Cs.
- 2.3 Payment of the balance of the fees is due, in full, by the overall payment deadline shown on the SATC website (usually in advance of the course start date), unless stated otherwise in the course information.
- 2.4 If an instalment payment plan is agreed and a place is accepted, the student understands that the full course fees must be paid regardless of any absences or their decision to not continue for any reason. They acknowledge that if permitted to pay by instalments, they are still liable for the full fees and if their commitment is not honoured legal action may be taken to collect outstanding fees. Therefore in the event that the student cancels the course (subject to section 4 below) the student will be required to either continue paying the fees by previously agreed instalments or pay the outstanding amount immediately in full.
- 2.5 Fees cover all tuition costs plus any photocopies supplied by the tutor. They do not cover traveling expenses for field trips or extra-curricular activities.
- 2.6 In case of non-payment of any sum due from the student (whether formally demanded or not) or of any other breach or non-observance by the student of any of these T&Cs, SATC shall have the right to terminate the student's access to the venues and courses immediately without prejudice to the right to recover all sums payable by the student or to any other right or remedy available to SATC.
- 2.7 SATC reserves the right to charge interest on any outstanding balance at the rate of four per cent (4%) above the Bank of England base rate from time to time and calculated daily on any outstanding amount until payment is received.

## 3 DISCOUNT CODES

- 3.1 Discount codes are non-transferable and should only be used by the person for whom they are intended.
- 3.2 Discount codes must be applied by the student at the point of booking a course, SATC is unable to apply them retroactively once the booking is made.
- 3.3 Only one discount code can be used for each course booking. The use of multiple codes on a single booking is not permitted.
- 3.4 Discount codes cannot be used on multi-course booking promotional offers.



**Head Office**  
G34a Waterfront Studios  
1 Dock Road  
London E16 1AH

020 3355 6947  
hello@stageandthecity.com  
www.stageandthecity.com

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Registered address (NOT FOR CORRESPONDENCE): Swatton Barn, Badbury, Swindon, Wiltshire SN4 0EU

- 3.5 Early Bird Discounts are only valid if the fees are paid in full or an instalment agreement signed by the overall payment deadline as noted on the website. Failure to pay in time may result in the early bird discount being removed and the full course fees being due.
- 3.6 Failure to adhere to agreed instalment payment dates may invalidate any discounts given, and the regular course fees will become due and payable immediately.
- 3.7 Individuals who are found to have claimed a discount which they are not entitled to (*or are unable to prove their entitlement when requested to do so*) will have this discount removed and will be required to pay the outstanding balance before attending the course. Anyone deciding not to proceed with the course in the event that they have the discount removed will not be entitled to a refund and will forfeit all of the monies paid to date.
- 3.8 Discount codes are time-limited and will automatically expire at the end of their validity period. Where a code has an expiry date it will stop working at 11:59pm (UK time) on the date stated. As long as the discount has been applied to a completed course booking prior to the expiry date of the promotional code, it will still be honoured.
- 3.9 SATC reserves the right to amend or withdraw discounts and promotions at any time.

#### 4 CANCELLATIONS AND REFUNDS

- 4.1 To cancel a course booking you must inform us by emailing [hello@stageandthecity.com](mailto:hello@stageandthecity.com). To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning exercising the right to cancel before the cancellation period has expired; however, all cancellations will be acknowledged by email and are not considered received if this acknowledgement is not received. It is the student's responsibility to ensure this acknowledgement is received.

*Although you do not need to provide a reason for cancellation, it would be helpful to know the reason as it may help us improve our services in the future.*

- 4.2 If you validly cancel your course booking, SATC shall refund any fees paid according to the following chart:

Cancellation Date	Refund Available
If the course has a "refund if you don't enjoy the first class" offer and your cancellation is received within 24 hours of attending the first session	Full refund of fees paid
Cancellations received if the student has not attended the first class	Refund of fees paid less 10% non-refundable deposit

- 4.3 Reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.
- 4.4 In the case of a booking being changed from one course to another and where the student subsequently cancels the booking, please note that the booking / order confirmation date used will be that of the original booking, and not the revised course/term.
- 4.5 Refundable fees can be transferred to another course by contacting the SATC Head Office.
- 4.6 Where a student wishes to cancel a place on a course and transfer to another, the standard refund policy will normally apply and the fees for the new course must be paid in full.



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## 5 COURSES SERVICES

- 5.1 SATC reserves the right to alter details of any course should illness or emergency prevent an instructor from teaching. In such circumstances, we will endeavour to provide a substitute of equal standing.
- 5.2 Should a course have to be cancelled due to very low enrolment or last-minute unforeseen circumstances, any participant enrolled on that course, will be contacted immediately.
- 5.3 SATC will use reasonable endeavours to ensure that the venue shall be the venue indicated on the website, but where this is not possible, SATC reserves the right to procure the use of other venue(s), provided that SATC shall give the student notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the student the right to terminate.
- 5.4 SATC will use reasonable endeavours to ensure that the venue providers and teachers have adequate public liability insurance and other relevant insurances but SATC disclaims all and accepts no liability for the venue.
- 5.5 The teachers do not represent SATC and the views and opinions of the teachers are not necessarily the views and opinions of SATC and SATC disclaims all and accepts no liability for any acts or omissions of the teachers, or the statements they make or information that they provide.
- 5.6 The student acknowledges that the instructors are not employees of SATC and that SATC may, at its sole discretion, procure the services of third parties to provide any part of or all of the courses.
- 5.7 SATC will use reasonable endeavours to ensure that any individually named teacher(s) shall provide the relevant courses, but where this is not possible, SATC reserves the right to procure the services of suitable alternative teacher(s), provided that SATC shall give the student notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the student the right to terminate.
- 5.8 Whilst every effort is made to avoid changes, SATC reserves the right to withdraw any course. If for any reason SATC cancels a course prior to its start, all course fees already paid will be returned in full.

## 6 TERMINATION

- 6.1 Without limiting other remedies, SATC may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate any contract for courses and refuse to provide the courses to you if:
  - 6.1.1 you breach these Terms & Conditions;
  - 6.1.2 SATC are unable to verify or authenticate any information you provide to us;
  - 6.1.3 you engage in disrespectful behaviour towards staff, volunteers or other students;
  - 6.1.4 in the reasonable opinion of SATC, the presence of any student or teacher is, or is deemed likely to be, an impediment to the provision of any service of SATC, or to bring SATC into disrepute; or
  - 6.1.5 you are the subject of proceedings for bankruptcy or enter into an arrangement with your creditors generally or are otherwise unable to pay your debts as they fall due, or if anything analogous occurs in a foreign jurisdiction.

## 7 LIABILITY LIMIT

- 7.1 Nothing in these Terms & Conditions is intended to limit or exclude any liability on the part of SATC for fraud or for negligence causing death or personal injury or where and to the extent that applicable law prohibits such exclusion or limitation.

## 8 NOTICES

- 8.1 All notices required to be served on SATC shall be sent to the head office address stated on our website or to the email address of SATC ([hello@stageandthecity.com](mailto:hello@stageandthecity.com)) or as otherwise notified on the website from time to time for such purpose.
- 8.2 All notices required to be served by SATC shall be sent to the relevant contact email address supplied to SATC by the student or as notified by the student from time to time for such purpose.



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## 9 GENERAL

- 9.1 **Entire agreement** Each party confirms that these Terms & Conditions set out all of the terms governing the provision of courses to the student and that it takes priority over all other agreements, arrangements and understandings between them relating to the subject matter of courses. The student confirms that they have not relied upon any statement, representation or understanding that is not an express term and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.
- 9.2 **Waiver** No failure or delay exercise by any party in exercising any right, power or remedy under these Terms & Conditions will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.
- 9.3 **Force Majeure** Either party will not be liable for any failure/delay in performing their obligations under these Terms & Conditions to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of that party including acts of god, war, civil commotion, industrial dispute or decision of the venue to close and that failure could not have been prevented or overcome by that party acting reasonably and prudently.
- 9.4 **Rights of Third Parties** Nothing in these Terms & Conditions shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to these Terms & Conditions.
- 9.5 **Further Assurance** Each party shall use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under these Terms & Conditions.
- 9.6 **Severance** To the extent that any provision of these Terms & Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of these Terms & Conditions, it shall not affect the validity, lawfulness or enforceability of the remainder of these Terms & Conditions.
- 9.7 **Jurisdiction** These Terms & Conditions will be governed by English law. The English courts will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms & Conditions.



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