

## Our terms

### 1. These terms

1.1. **What these terms cover.** These are the terms and conditions on which we supply services to you, or where you are entering into the contract on behalf of someone else to them ("**Client**"). ("**Services**").

1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to the Client, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### 2. Information about us and how to contact us

2.1. **Who we are.** We are the Junction Theatre Academy. Our trading address is at C/O Vantage Accounting, 6 St. Cross Road, Winchester, England, SO23 9HX.

2.2. **How to contact us.** You can contact us by telephoning us at 07465 403987 or by writing to us at info@junctiontheatreacademy.co.uk.

2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our Contract with you

3.1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a "Contract" will come into existence between you and us based on these Terms and our email confirmation.

3.2. **Authority to enter into Contract on behalf of the Client.** If you are entering into the Contract on behalf of the Client, you confirm that you have authority to do so.

3.3. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because our Services are fully

booked, we are not able to meet the Client's needs for any reason or because we have identified an error in the price or description of the Services.

3.4. **We only provide Services in certain areas.** Our website is solely for the promotion of our Services provided in the locations listed on the website from time to time. Unfortunately, we do not provide Services outside this area.

3.5. **Duration of the Contract.** The Contract is of an ongoing nature initially for the applicable period as notified to you ("**Term**"). The Contract will automatically renew for next Term (and payment taken in accordance with clause 11) unless you notify us in accordance with clause 7.5.

### 4. Your rights to make changes

4.1. If you wish to make a change to the Services at any stage please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 7).

### 5. Our rights to make changes

5.1. Minor changes to the services. We may change the Services:

5.1.1. to reflect changes in relevant laws and regulatory requirements; and

5.1.2. to implement minor technical adjustments and improvements, for example to address a health and safety concern. These changes will not affect the Client's use of the Services.

5.2. **More significant changes to the Services and these Terms.** In addition, as we informed you in the description of the Services on our website, we may make more significant changes to these Terms or the Services, including the price of the Services (for example where the Contract automatically renews in accordance with clause 3.5), but if we do so we will notify you and you may then contact us to end the Contract before the changes take effect and

receive a refund for any Services paid for but not received.

## **6. Providing the Services**

### **6.1. When we will provide the Services.**

During the order process we will agree with you when we will provide the Services to the Client, including the frequency. We will supply the Services to the Client until you end the Contract as described in clause 7 or we end the Contract by written notice to you as described in clause 9.

### **6.2. What will happen if you do not give required information to us.**

We may need certain information from you so that we can supply the Services to the Client. If so, this will have been notified to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

### **6.3. Making sure the Client's requirements are accurate.**

You are responsible for ensuring that any requirements you inform us of are correct, for example the age and/or capabilities of the Client (where applicable).

### **6.4. Reasons we may suspend the supply of Services to the Client.**

We may have to suspend the supply of a Services to:

6.4.1. account for business closures (e.g. Christmas);

6.4.2. account for premises closures (e.g. in the event of refurbishment);

6.4.3. update the Services to reflect changes in relevant laws and regulatory requirements;

6.4.4. make changes to the Services as requested by you or notified by us to you (see clause 5).

### **6.5. Your rights if we suspend the supply of Services.**

We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than 1 month we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the Contract for a Service if we suspend it, or tell us we are going to suspend it, in each case for a period of more than 2 months and we will refund any sums you have paid in advance for the Services in respect of the period after you end the Contract.

### **6.6. We may also suspend supply of the Services if you do not pay.**

If you do not pay us for the Services when you are supposed to (see clause 11.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 11.5).

### **6.7. We are unable to refund any payments if you cancel an instance of the Services.**

The Services are provided on an ongoing basis and we understand that there may be instances where you do not require Services on certain dates that have been agreed. However, the Services are priced on the basis of you signing up for a certain period and we account for staffing requirements and arrangements based on the number of participants that sign up at the outset of the applicable period. Therefore we are unable to refund any payments made in respect of services if the Client is unable to attend.

## **7. Your rights to end the Contract**

### **7.1. You can always end your Contract with us.**

Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong

with it, how we are performing and when you decide to end the Contract:

- 7.1.1. **If what you have bought is mis-described you may have a legal right to end the Contract** (or to get some or all of your money back), see clause 10;
  - 7.1.2. **If you want to end the Contract because of something we have done or have told you we are going to do**, see clause 7.2;
  - 7.1.3. **If you have just changed your mind about the Services**, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
  - 7.1.4. **Ending the Contract at the end of the applicable Term**, see clause 7.5.
- 7.2. **Ending the Contract because of something we have done or are going to do.** If you are ending a Contract for a reason set out at 7.2.1 to 7.2.5 the Contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:
- 7.2.1. we have told you about an upcoming change to the Services or these Terms which you do not agree to (see clause 5.2);
  - 7.2.2. we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
  - 7.2.3. there is a risk that supply of the Services may be significantly delayed because of events outside our control;
  - 7.2.4. we have suspended supply of the Services, or notify you we are going to suspend (see clause 6.5); or
  - 7.2.5. you have a legal right to end the Contract because of something we have done wrong.
- 7.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts

Regulations 2013, are explained in more detail in these terms.

- 7.4. **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
  - 7.5. **Ending the Contract at the end of the applicable Term.** You may cancel the Contract at the end of the applicable Term on giving us 30 days notice prior to expiry of the applicable Term. If we do not receive such notice from you, the Contract will automatically continue for the next Term.
- 8. How to end the Contract with us (including if you have changed your mind)**
- 8.1. **Tell us you want to end the Contract.** To end the Contract with us, please let us know by doing one of the following:
    - 8.1.1. **Phone or email.** Call us on 07465 403987 or email us at [info@junctiontheatreacademy.co.uk](mailto:info@junctiontheatreacademy.co.uk). Please provide your name, Client name (if applicable) and contact details.
  - 8.2. **How we will refund you.** We will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described below.
  - 8.3. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind.
  - 8.4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
- 9. Our rights to end the Contract**
- 9.1. **We may end the Contract if you break it.** We may end the Contract for the Services at any time by writing to you if:

- 9.1.1. you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- 9.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;
- 9.1.3. the behaviour or conduct of you, the Client or any other applicable individual falls below the standard reasonably expected.
- 9.2. You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- 9.3. **We may withdraw the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 2 months in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.
- 10. If there is a problem with the Services**
- 10.1. How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can telephone us at 07465 403987 or write to us at [info@junctiontheatreacademy.co.uk](mailto:info@junctiontheatreacademy.co.uk). Alternatively, please speak to one of our staff.
- 11. Price and payment**
- 11.1. Where to find the price for the Services.** The price of the Services (which includes VAT where applicable) will be the price indicated in the email confirmation. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the Services you order.
- 11.2. We will pass on changes in the rate of VAT.** If VAT is applicable and the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already
- paid for the services in full before the change in the rate of VAT takes effect.
- 11.3. What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.4. When you must pay and how you must pay.** We accept payment from bank transgers. We will invoice you for the applicable Term in advance for the Services until the Contract is ended. You must pay each invoice within 7 calendar days after the date of the invoice.
- 11.5. We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.6. What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 12. Our responsibility for loss or damage suffered by you or the Client**
- 12.1. We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any

- Services you have paid for but not received.
- 12.2. We are responsible to you and the Client for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you or the Client suffers that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right for services to be supplied with reasonable skill and care.
- 12.4. We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13. How we may use personal information**
- 13.1. How we may use personal information.** We will only use your personal information and personal information relating to the Client as set out in our Privacy Policy on the bottom of our website - [www.junctiontheatreacademy.co.uk](http://www.junctiontheatreacademy.co.uk)
- 14. Other important terms**
- 14.1. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 14.2. You may not transfer your rights to someone else.** The Contract is

- personal to the Client so you may not transfer your rights or your obligations under these terms to another person.
- 14.3. Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except the Client.
- 14.4. If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5. Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.6. Which laws apply to this Contract and where you may bring legal proceedings.** These Terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
- 14.7. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (“CEDR”) via their website at <https://www.cedr.com/>. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings