

# STAGEBOX

## TERMS AND CONDITIONS

**BY SIGNING UP FOR THE SERVICES AND USING THIS WEBSITE, YOU CONFIRM THAT: (I) YOU ACCEPT AND ARE BOUND BY THESE TERMS; AND (II) YOU ARE A PARENT OR GUARDIAN AND ARE THE AGE OF 18 OR OVER.**

### 1. THESE TERMS

1.1 These are the terms and conditions on which we supply our services to you. These terms tell you who we are, how we will provide our services and products to you and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 You might know us by our trading name "Stagebox" but we are a limited company registered in England and Wales called Stagebox UK Limited. Our company registration number is 09421415 and our registered office is at:

167 Southborough Lane, Bickley, Bromley, Kent, England, BR2 8AP.

2.2 You can contact us by writing to us at: [contact@stagebox.uk](mailto:contact@stagebox.uk).

2.3 If we have to contact you, we will do so by telephone (if you have provided us with a telephone number) or by writing to you at the email address or postal address you provided to us when you signed up. We may also contact your emergency contact as provided when you signed up using any contact information provided for that purpose.

### 3. OTHER TERMS THAT MAY APPLY

3.1 These terms of use refer to the following additional terms, which also apply to your use of our site and services:

- 3.1.1 Policies;
- 3.1.2 Child Protection Policy;
- 3.1.3 Privacy Policy.

### 4. YOUR MEMBERSHIP SUBSCRIPTION

4.1 We provide professional training for children and young adults from age 8 to 18 years old within the entertainment sector. Our Memberships include:

- 4.1.1 In Studio Professional Musical Theatre Membership;
- 4.1.2 Acting- Acting for Screen Membership; and
- 4.1.3 Singing- Vocal Coaching Membership.

4.2 When you sign up for a Membership, our acceptance of your Membership will take place when we email you confirmation of your Membership, at which point a contract will come into existence between you and us. If we are unable to accept, we will inform you of this and we will not charge you. This might be because the Membership may be over subscribed and we only have waiting list places available. Places on our regular training programmes are by invitation only and may be subject to audition as well as the terms of Membership.

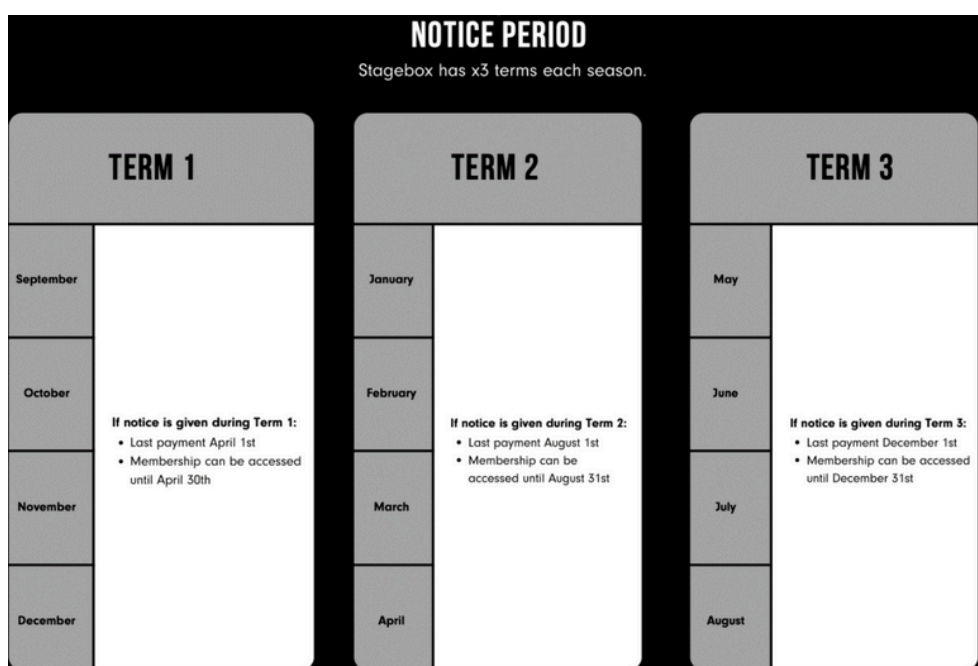
4.3 We use appropriately trained and experienced professionals to deliver our services and we deliver them in accordance with industry practice using reasonable care and skill. The images and videos of our Memberships on our website are for illustrative purposes only and are not representative of any particular service we offer.

4.4 If you do not attend any of our sessions after you've signed up to them we will not offer you any refund or offer a replacement service and you will be charged in full for the remainder of your membership. Please note that our places are limited.

4.5 We may need certain information from you so that we can supply our services to you, for example, certain sensitive health information and other such data required for us to ensure we can protect our Stagebox Members and staff. We will contact you to ask for this information if you haven't provided it.

## 5. TERMINATION, CHANGES TO YOUR MEMBERSHIP AND AUTORENEWAL

5.1 Stagebox has three terms each season as per the below (each, a "Term"):



5.2 Once purchased, your Membership will run until you terminate in accordance with the diagram above and explanation below:

5.2.1 If you give notice to terminate or downgrade your Membership in September, October, November or December up until 31st December, your Membership will terminate/your downgrade will take effect, from 1st May. If terminating, your final monthly instalment will be due by 1 April and you may attend any classes within your Membership up until 30 April.

5.2.2 If you give notice to terminate or downgrade your Membership in January, February, March or April up until 30th April, your Membership will terminate/your downgrade will take effect, from September 1st. If terminating, your final monthly instalment will be due by 1 August and you can attend any classes within your Membership up until 31 August.

5.2.3 If they give notice to terminate or downgrade your Membership in May, June, or August up until 31st August, your Membership will terminate/your downgrade will take effect, from 1st January. If terminating, your final monthly instalment will be due by 1 December and you may attend any classes within the membership up until 31 December.

5.3 You can make a request to terminate or downgrade your Membership by completing and submitting this information through your child's profile on Class Manager. Technical support is available at [contact@stagebox.uk](mailto:contact@stagebox.uk).

## 6. OUR STORE

6.1 Products in our online store may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

6.2 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

6.3 We will tell you what the cost of delivery will be as part of your order confirmation or on our website when you place your order. We will confirm an estimated delivery date for any products you order from us in your order confirmation, and we will deliver them either within 30 days of our confirmation of your order or by the date agreed with you. You own a product once we have received payment in full.

6.4 If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and cancel your order.

## 7. OUR RIGHTS TO MAKE CHANGES TO MEMBERSHIPS/SUSPENSION

### Changes to Membership/services

7.1 We may change the services, for example:

7.1.1 to reflect changes in relevant laws and regulatory requirements such as requiring additional information from you, or delivering our services in a different way to comply with laws (e.g. asking you for more information in order for us to comply with health and safety legislation, or we may ask you for updated consents or to sign back up to our terms following any legal changes we have made);

7.1.2 to address an immediate security, health or other threat to our Stagebox Members or our staff;

7.1.3 to improve the quality of our services or maximise learning effectiveness. This includes the changes set out in our Policies relating to changing the size or age range or a particular class, or where we determine that a particular group would benefit from specific training or an alternative coaching style we may form new groups to achieve that; and

7.1.4 to mitigate or prevent any kind of threat or follow public health guidance such as might be required in the event of an epidemic or a pandemic. We may make these types of changes by giving you reasonable advance notice;

7.2 These changes listed above will not reduce the core value of the services we offer, but we may change the method and format in which they are delivered at our discretion. If you disagree with any change that we make, where that change does not entitle you to a refund on termination of our agreement with you, we may instead offer you a credit for you to use in any of our qualifying services. To find out if you are entitled to a credit, or to find out what you can spend your credit on, please contact us.

7.3 We may also reduce the number of sessions we run under any membership programme where we have not offered you a pro-rata credit for that reduction or relocate to another venue where we believe it is reasonably necessary and where that new venue is not too far from the original place you were supposed to attend - in these two instances we will notify you and you may end the contract before the changes take effect and receive a refund for any parts of the services which you have paid for but not yet received the value of.

## **Suspension of Membership/services**

7.4 Along with our suspension rights at clause 11, we may have to suspend the supply of services to deal with technical problems or make minor technical changes, update or change our services to reflect changes in relevant laws and regulatory requirements or make changes to the services as required to ensure the safety and security of our Stagebox Members and our staff. In these instances, we will contact you in advance to tell you we will be suspending our services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than six (6) months or we tell you we are going to suspend the service, then you may contact us to end your Membership and we will refund any sums you have paid in advance for the services in respect of the period after you end the Membership.

7.5 Where we choose to suspend the services, we will hold monies you have already paid to us as credit for our services as and when they resume.

## **8. YOUR RIGHTS TO END THE CONTRACT**

### **Memberships**

8.1 Cooling-off period. You are entitled to a 14 day cooling off period following acceptance of your Membership. After this period, you are liable to pay the full amount of charges that are due for our Memberships. This is because we only offer a limited number of places on our programmes and we plan our services based on the number of people that sign up to them.

8.2 You may end your Membership, in which case this contract will end immediately and we will refund you in full for any services which have not been provided, if:

8.2.1 we have told you about an upcoming change to the services falling under clause 7.1 to which you do not agree to;

8.2.2 we have suspended supply of the services for technical reasons and you may terminate your Membership under clause 7.4; or

8.2.3 you have any applicable legal right to end the contract because of something we have done wrong.

### **Products**

8.3 Cooling-off period. You are entitled to a 14 day cooling off period to change your mind following acceptance of your order, in which case we will refund you. After this period, you are liable to pay the full amount of charges that are due for the products. If what you have bought is faulty or misdescribed you may have a legal right to get a replacement item or to get some or all of your money back. In all other cases (if we are not at fault and there is no right to change your mind), then you are liable to pay the full amount of charges that are due for our products.

8.4 You may end this contract, in which case this 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, if:

8.4.1 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;

8.4.2 there is a risk that supply of the services may be substantially delayed (by more than a year) because of events outside of our control, for example this might include force majeure events similar to the Covid pandemic or other public health orders, epidemics and divine acts or natural disasters; or

8.4.3 you have any applicable legal right to end the contract because of something we have done wrong.

## 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 To end the contract with us during the cooling-off period, or to ask us to consider ending the contract with you at any other time outside of the timelines described in clause 5 above, (which we reserve the right to consider but will not be obliged to do), please let us know by completing and submitting this [form](#).

## 10. HOW WE WILL REFUND YOU

10.1 Products: If you cancel any order for a product during the cooling off period, then we will refund you the price you paid to us in full (including any deposit) by the method you used for payment, provided the product has been returned and received back by us.

10.2 Membership: If you cancel any order for a Membership during the cooling off period, then we will refund you the price you paid to us in full (including any deposit) by the method you used for payment, however, we may deduct from any refund an amount for the supply of the services that you have already received.

10.3 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind within the cooling off period then we will provide any refund due to you within 14 days of you contacting us.

## 11. OUR RIGHTS TO END THE CONTRACT

11.1 We may end or suspend any part of the contract or our services if you breach our agreement with you. We may end or suspend the contract for a service at any time by writing or otherwise giving oral notice to you, without any further warning, if:

11.1.1 you do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due;

11.1.2 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, for example, the correct information we request as part of sign up;

11.1.3 if you are suffering from any form of sickness, illness or other condition that we reasonably consider may potentially place other Stagebox Members at risk and in accordance with the process described in our Policies as published by us from time to time;

11.1.4 you repeatedly do not adhere to our Stagebox Policies or on a single occasion you seriously breach a rule in a way that we consider to be serious;

11.1.5 you, or your representatives (including your parents, guardians, family, friends, invitees, guests and similar) do not act at all times with respect for the dignity and safety of all our Stagebox Members and our staff; or

11.1.6 if we consider that your behaviour is disruptive to the experience of other Stagebox Members.

11.2 If we end or suspend the contract in the situations set out in clause 11.1 we will not provide a refund for any money you have paid in advance for services we have not yet provided and/or you may still be liable to pay us those fees that have fallen due. This also applies to absences that we deem to be significant (more than just an hour/brief appointments which you have notified us about in advance and which we have approved) where we consider that as a result of such absence the effectiveness of our services will be decreased either in relation to you or to other Stagebox Members. For example, we may determine that you cannot attend a performance or complete the remainder of a week's training where that absence is so significant that we feel it would result in you falling behind or holding back other Stagebox Members.

11.3 We may choose to withdraw the services at any time without any liability to you other than to pay you back any money you've paid us in advance for services we haven't yet provided. We will notify you in advance to you to let you know that we are going to stop providing the services. We will endeavour to let you know at least one (1) month in advance of our stopping the supply of the services where possible, unless this is still within the cooling-off period in which case we may end the agreement immediately with, or without, notice to you.

11.4 We, Stagebox, always retain the right to change our mind and provide a refund or permit entry to our premises where we see fit, but we are never obliged to offer you a refund where you simply change your mind for the reasons stated above (unless the cooling off period applies). We reserve the right to make decisions about what is best for other Stagebox Members and our own business in each case subject to our own reasonable discretion, which will involve us considering relevant factors and evidence. We will consider these requests on a case-by-case basis in exceptional circumstances. To ask us to end the contract with you, please let us know by contacting us. If we do choose to waive any of our rights in exceptional circumstances, that doesn't mean you can rely on us always waiving those rights again in the future when similar circumstances occur and we will always retain the right to choose whether or not to waive our rights or any of your obligations where we see fit to do so.

## **12. IF THERE IS A PROBLEM WITH THE SERVICES**

12.1 If you have any questions or complaints about our services or any other Stagebox Member, please contact us by emailing us at [contact@stagebox.uk](mailto:contact@stagebox.uk).

## **13. PRICE AND PAYMENT**

13.1 The price for our services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of our services as advised to you on our website is correct. However please see clause 13.3 for what happens if we discover an error in the price of the services you order.

13.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 It is always possible that, despite our best efforts, some of the services we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's 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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

13.4 For our Membership subscriptions we take payments from your nominated bank account on a monthly basis.

13.5 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 4% a year above the base lending rate of Barclays Bank plc from time to time. The interest we apply to late payments shall accrue as simple interest (not compound) 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.

13.6 If you think an invoice or other payment is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.

13.7 If we terminate this agreement because you have failed to pay us on time then the charges you would have been liable to pay for under your Membership will become due and payable immediately.

## **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer 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.

14.2 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; or for breach of your legal rights in relation to the services.

14.3 Subject to the above, we will not be liable for injury, loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of the Membership or products.

14.4 We only supply our 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.

## **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy which you can find [HERE](#) or in the footer of our website, or by contacting us.

## **16. OTHER IMPORTANT TERMS**

16.1 We are not responsible for delays outside our control. If our supply of any of our 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 that is likely to cause you a detriment then you may contact us to end the contract and receive a refund for any products you have paid for but not received. Time is not of the essence with most of our services and therefore usually you won't suffer any detriment if we reschedule our services as soon as we are reasonably able to.

16.2 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 or our privacy policy. If you are unhappy with the transfer because it does affect your rights in a materially negative way then you may contact us to end the contract within one (1) month of us telling you about it and we will refund you any payments you have made in advance for services not yet provided.

16.3 You need our consent to transfer your rights to someone else (including temporary substitutions) as our places are offered personally to the auditioning Stagebox Member. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We will not be under any obligation to agree to this in relation to any of our programmes because of the exclusive nature of them. However, you may transfer your audition workshop slot to another person as long as notify us immediately at: [Contact@stagebox.uk](mailto:Contact@stagebox.uk) and you remain responsible for them as though they are you in this agreement; that means that you remain responsible for paying for them and we will seek payment from you directly in relation to that person for the services we have provided where applicable.

16.4 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us (either as a Stagebox Member yourself, or as the parent/guardian agreeing this on behalf of a Stagebox Member). No other person shall have any rights to enforce any of its terms.

16.5 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.

16.6 If we delay in enforcing this contract, we can 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 products, we can still require you to make the payment at a later date.

16.7 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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.