



TERMS AND CONDITIONS FOR PERFORMING ARTS IN EDUCATION SERVICES PROVIDED BY: PERFORMING ARTS IN EDUCATION LTD

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

A. to provision of any Services at an Event (as both expressions are defined in Clause 1 below) by Performing Arts In Education LTD a company registered in England under number 14320303

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Booking means a booking (made as set out in these Terms and Conditions) for particular Services for an Event;

Booking Form means the booking form provided by PAIED to the school containing details of the Services and the Event, including the start and finish times of the Services;

Business means any business, trade, craft, or profession carried on by the school or any other person/organisation;

Business Day means Monday to Friday inclusive excluding bank and public holidays in England;

Deposit means the deposit amount stated in the Booking Form, being on account of the Fees;

Facilitator means PAIED or the person who We nominate to provide the Services for PAIED;

Event means any Workshop / Workshops or other event arranged by the school and taking place at the schools Premises of which the Services PAIED provide for the school form part;

Fees means the total amount (calculated on the basis of PAIED'S Price List) payable for the Services;

Price List means PAIED standard price list of Fees for PAIED Services. The list of Services and their prices is available by email from info@paied.co.uk;

Services Means PAIED Workshops



PAIED means the company whose name is set out above and includes all PAIED staff (facilitators)
The school

The school means the "client" / school and individual adult person to whom PAIED agree to provide any Services for all or part of an Event for the benefit of any child/ren;

Facilitator the Professional Performing Arts specialist who will be delivering the workshop. The person who PAIED nominate to provide the Services for PAIED

Your Premises means the school premises which the Booking Form states will be the venue for the Event (at which PAIED are to provide the Services)

- Unless the context otherwise requires, each reference in these Terms and Conditions to:
- these Terms and Conditions” is a reference to these Terms and Conditions; and
- a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- Words signifying the singular number shall include the plural and vice versa;
- References to any gender shall include the other gender; and
- References to “writing”, and any similar expression, includes letter and electronic communications whether sent by e-mail, text message or other means.

BOOKING

1. PAIED will not reserve or guarantee any time/date slot to provide Services nor will PAIED provide any Services unless and until the school make a Booking and pay for them as follows.
2. You may make a booking enquiry by phone or in writing or by completing the enquiry form on PAIED’s website outlining the Services required and the date and place of the workshop concerned.
3. When PAIED receive the schools enquiry PAIED will respond to let the school know provisionally whether PAIED are able to provide the Services that the school require on the date, at the time, and at the place required.
4. PAIED will also advise the school of the Fees payable based on the information the school have given PAIED, and PAIED will ask you to complete the Booking Form. PAIED will provide you with a Booking Form.
5. If the school would then like to proceed to make a Booking, the school must within 5 Business Days after PAIED have responded, fully complete and return the Booking Form to PAIED.
6. The school must also pay PAIED the Deposit when the school return the completed Booking Form to PAIED
7. The school are responsible for making sure that the information on the Booking Form is accurate and complete. If the school provide PAIED with inaccurate or incomplete information, PAIED will not be liable for any delay, non-performance or incorrect workshop caused by the schools failure to provide PAIED with accurate and complete information.



8. The school is responsible for ensuring that all booking details entered on the booking form are correct including:

- choice of package
- dates
- times

If the dinner hall is being used for the workshop, the school must include:

- the time that is required for dinner halls to be set up ready for lunchtime
- the time that is required for the dinner hall to be cleaned after lunchtime
- the time that is required for all lunch tables and chairs to be cleared away.

PAIED will require time to reset and accepts no responsibility if workshops need to be cut short or delayed due to not having access to the space on the allocated time, after the lunchtime period.

9. If the school communicate any matter or detail to PAIED other than in the Booking Form, it will not have any effect or form part of the Booking or the contract between PAIED and the school, whether or not the school communicate that matter or detail in the enquiry form on PAIED'S website or in the schools enquiry by phone or in person or in writing, unless PAIED specifically agree in writing that it will apply to the Booking.

10. By completing and returning/submitted the Booking Form to PAIED, the school confirm they accept, and agree to be bound by, these Terms and Conditions.

11. PAIED may in Our discretion accept the schools offer even if the school have returned the completed Booking Form and paid the Deposit after expiry of the 5 Business Days period referred to in sub-Clause 5

12. PAIED will respond to the schools offer within 5 Business Days after receiving the schools Booking Form and Deposit by either accepting the offer (i.e. confirming that PAIED have made the Booking) or by declining it. If PAIED decline it, PAIED will explain to the school why PAIED have had to decline the schools offer. PAIED will either refund the schools Deposit to the school in full or will offer an alternative date.

13. Only if and when the school submit to PAIED the schools Booking Form and pay the Deposit and PAIED have responded by sending the school written notice of confirmation of the Booking requested in the Booking Form will there be a "Booking" and only then will there be a binding contract between the school and PAIED.

Changes to Booking Details

1. The school may request changes to your Booking up to 21 days before the Workshop. PAIED will use reasonable endeavours to accommodate any requested change, but PAIED shall be under no obligation to do so. If PAIED do make a change requested by the school, PAIED shall be entitled to amend the Fees as a result of the change in accordance with the Price List, and will notify the school of any such amendment to Fees within 5 Business Days of receiving the request to make the change, then:

- If the school accept the amended Fees, the school may confirm the change and the amended Fees to PAIED in writing; or
- If the school are not willing to accept the amended Fees, the school may confirm to PAIED in writing either that:
- The school wish to receive the Services at the original Fees agreed and without the requested change;
- If the school do not let PAIED have any of the above confirmations within 3 Business Days after PAIED notify the school of the amendment to Fees, the Booking shall remain unchanged and PAIED will provide the Services at the original Fees agreed and without the requested change.

2. No changes to the booking will be made 21 days prior to the booking.

Fees and Payment

1. After the school have paid PAIED the Deposit, the school must pay PAIED the balance of the Fees in full and cleared funds by no later than 14 calendar days before the Event, but if the Booking is made less than 14 calendar days before the Event, the school must instead pay PAIED the balance of the Fees with the Deposit when the school return or submit the completed Booking Form to PAIED.

2. The school must pay the Fees for all Services that PAIED fully and correctly provide to the school.

- The school may pay PAIED the Fees for the Services using the following method:
BACS transfer into PAIED'S nominated bank account which can be found on the booking form.

3. PAIED may alter the prices in the Price List without prior notice, but if any prices increase between the time when the school make a Booking and the date of the Event, the price increase will not apply to the school and the Fees will therefore not increase for the Event on that date.

4.If the school state anything in the Booking Form which PAIED were not aware of when PAIED previously quoted the amount of Fees payable and PAIED decide that it necessitates altering that Fee quote, PAIED will advise the school of the revised Fee amount and ask the school whether they still wish to proceed. Unless the school confirm that they do wish to proceed and the school pay the revised Fee amount, PAIED will not accept the Booking.

5.The Booking Form must state the schools number of children who will attend each workshop, and the amount of the Fees payable will be based on that number as stated in the Price List. If, however, at any time after the school submit the Booking Form to PAIED but at least 21 days before the date of the Event the school notify PAIED that they have revised the number, the amount of the Fees may be altered by PAIED where the revised number is more than the schools original number, and in that case the schools revised number will be a change requested by the school to your Booking for the purposes of Clause "Changes to booking details"

6. If the number of children who attend the Event is higher than the last number the school notified to PAIED, PAIED reserve the right to charge the school an additional amount of Fees [where PAIED have adapted the Services to cater for the increased number]. The total Fees that the school pay for the Services will then be the total amount that would be payable as stated in the Price List for the actual number of children attending the Event. PAIED will charge that additional amount and PAIED will inform school and will provide the school with an invoice for that additional amount within 5 business days. That invoice will be due and payable within 7 Business Days after PAIED provide the invoice to the school.

7. If the number of children who attend the Event is less than the school previously advised to PAIED and if according to the Price List, the Fees payable for the number attending is less than for the number that the school previously advised to PAIED, the school will not be entitled to any reduction in Fees for that reason.

8.The calculation of the Fees is be based on time which will be spent at the school Premises, including parking, unloading, setting up/packing up, the period of time for which the Services are provided, all breaks taken by the facilitator during that time, and his/her travelling time to and from the school Premises.

Cancellation of Services

1.If, at any time after the school pay PAIED all Fees in advance for all Services, the school cancel the Services without giving PAIED the prior notice that PAIED require to be given as set out in this Clause , PAIED will be entitled to keep some or all of those Fees as set out in this Clause .

2. The school may cancel the Services without charge if the school give PAIED at least 42 days prior notice of the cancellation. If the school do so PAIED will refund to the school any sum(s) The school paid in advance.

3. If PAIED arrives at the school to find the school is closed or the space required to deliver the workshop is not available and PAIED has not been informed, the School will be liable for 100% of the full invoice amount.

4. If the school is closed for any reason and PAIED is not notified of the closure, the school will be liable for 100% of the full invoice amount and the booking can't be rescheduled.

5 .If the school give PAIED prior notice to cancel the Services but do not give PAIED at least 42 days prior notice of cancellation of the Services, PAIED will be entitled to charge the school but that charge will be limited to an amount equal to:

- 100% of the total Fees for the Services where that prior notice is less than 14 days;
- 50% of the total Fees for the Services where that prior notice is more than 14 days but less than 28 days
- 25% of the total Fees for the Services where that prior notice is more than 28 days but less than 42 days

PAIED will be entitled to deduct that charge from any sum(s) the school paid in advance for the Services, and PAIED shall refund any balance to the school. Where the charge under this sub-Clause exceeds any such sum(s) paid in advance, the school will be liable to pay PAIED the difference within 7 days after the school give PAIED prior notice to cancel the Services.

6. PAIED may cancel the Services at any time before the time and date booked for the Services in the following circumstances:

- The school have not paid all of the Fees due and payable by that time. In that case, the school will remain liable to PAIED as if, and to the same extent as the school would be liable, if the school had cancelled the Services under sub-Clause Cancellation of Services at the time PAIED cancel under this sub-Clause Cancellation of Services

- PAIED facilitator thinks:
 - the workshop space is unsafe
 - flooring is considered unsafe
 - the number of children does not fit the space or is more than agreed
 - The behaviour of children is unacceptable and make the workshop impossible to deliver and the experience unsafe for students and / or facilitator.
- any act or omission or conduct of any person(s) at the Event (whether that person is the school or any other adult or minor in PAIED reasonable opinion renders it unreasonable for the facilitator to continue or it amounts to the schools breach of these Terms and Conditions;
- The school will not be entitled to any refund of all or part of the Fees for Services not completed as a result in such a case.

7.If PAIED facilitators arrive at the school and the school is closed without PAIED receiving prior warning within 14 days, via telephone and email from the school, then the school will be liable for the full invoice amount.

8. If PAIED facilitators arrive at the school and the school can not provide an adequate space for the PAIED workshop to be held, without PAIED receiving prior warning within 14 days, via telephone and email from the school, then the school will be liable for the full invoice amount.

9.In the event of school closure due to extreme weather conditions the school must inform PAIED 24 hours prior to the school closing, or the school will be liable for 50% of the invoice amount. In this case the deposit will not be refunded. If PAIED are notified of the closing due to extreme weather, within the agreed time, the workshop will be rescheduled.

10 .In the event of school closure due to an emergency, the school must inform PAIED 24 hours prior to the school closing, or the school will be liable for 50% of the invoice amount. In this case the deposit will not be refunded. If PAIED are notified of the closing due to an emergency, within the agreed time, the workshop will be rescheduled.

11. If the school is closed for any other reason and PAIED are not notified of the closure, the school will be liable for 100% of the full invoice amount.

12.If PAIED cancel the Services in such circumstances PAIED will have no liability to refund Fees or other liability for that cancellation except as above.

13. Prices for the Services are subject to change from time to time but PAIED will try to give the school as much prior notice as possible of any such changes.



Further Details of PAIED Obligations and Rights Relating to the Services

1. The following will apply to each Booking in addition to all details set out in these Terms and Conditions and in the Booking Form.

We will provide the Services:

- with reasonable skill and care;
- in accordance with the description of the particular type of Services set out in the Booking Form and in any details relating to that particular type set out in PAIED'S brochure and on PAIED'S website; and in a format and with content which PAIED decide unless PAIED specifically agree in writing to any particular format and/or content in which case PAIED will provide the Services in accordance with that agreement;

2. PAIED will ensure that the Facilitator:

- has a satisfactory up-to-date DBS check;
- is covered by public liability insurance cover for the provision of the Services.

3. PAIED will provide all equipment, props and music required to provide the Services.

4. Neither PAIED nor the facilitator will be responsible to control, discipline, behaviour or ensure the safety of any children attending the Workshop

5. The PAIED facilitator cannot be held responsible for any injury arising from any structured drama games and activities planned and executed in the PAIED workshops.

6. If at any time the school ask PAIED to begin any Services later than the time agreed for them as set out in the Booking Form (whether or not due to the Event beginning later than the time stated in the Booking Form), and consequently PAIED have to begin the Services later than that agreed time, then, if the Facilitator arrives for the Event and is ready to provide the Services at or before the agreed time, PAIED will not be obliged to extend the Services beyond the time agreed for finishing the Services set out in the Booking Form.

7. If the school request the facilitator to stay beyond the agreed finishing time and he/she agrees to do so, the school will pay PAIED an amount of Fees calculated at PAIED'S hourly rate for the additional time he/she spends. PAIED will give the school an invoice for that amount within 3 Business Days after the Event. That invoice will be due and payable within 7 Business Days after PAIED give it to the school.



8. The PAIED facilitators require at least a 45 Minute lunch break if they are booked for a full day. They also require a minimum of 5 mins between each workshop.
9. PAIED facilitators are highly skilled and highly trained to follow a robust lesson plan that has been created for the delivery of the workshop. All facilitators are unique and adopt different teaching and acting styles when delivering the workshop. Therefore, teaching styles can differ each workshop.
10. PAIED will take account when providing the Services of any special needs of children due to attend the Event (provided that you have made us aware of these needs prior to the Event) and will seek where reasonably possible to adapt the Services to meet the interests of such children. However the responsibility lies solely with the Teacher, TA or Adult working in the school to ensure all necessary measures to support the children are in place.
11. PAIED will take account when providing the Services of the number of children the school confirm in the Booking Form will attend the Event. PAIED will use all reasonable endeavours to adapt the Services if the number attending is fewer or greater than that agreed amount. If, despite using all reasonable endeavours, the Services prove to be unsatisfactory due to the actual number differing from Your agreed number, PAIED will not be responsible for the Services being unsatisfactory for that reason and to that extent.
12. PAIED will be responsible to remove all equipment / props /materials and other things which the facilitator brings to the school Premises but not for cleaning up after the provision of the Services or for making sure that rubbish is disposed of or that the school Premises are left clean and tidy after the Services have been provided.
13. PAIED Facilitator's will arrive at least 30 minutes before the start time of the first workshop. The facilitator will need immediate access to the space they will be working in to enable set up in advance. The school accepts that if the practitioner does not have access to the space on arrival this may result in a delay to the first musical workshop starting.

The Schools Obligations

1. The school must ensure that:

- The school Premises are available for the facilitator to provide the Services on the date of the Event as set out in the Booking Form and in good time before the scheduled start time for the Services so that the facilitator can set up any necessary equipment;
- The school are present throughout the time when PAIED provide the Services; In each workshop a class teacher / TA or Adult working in school, must be present in the room at all times. The PAIED practitioner's role is to deliver a Performing Arts experience to the children. The class teacher/ TA or Adult in the room will be responsible for the following:
 - Behaviour management and sanctions by following the school procedure
 - Dealing with any safeguarding issue by following the school procedure
 - Dealing with any Medical issues by following the school procedure
 - Reporting trips, slips and falls by following the school procedure
 - Completing school accident forms by following the school procedure
 - Responsible for ensuring children who are not permitted to be photographed / filmed are not in any photographs/ videos taken.

The responsibility for the above lies solely with the class teacher/ TA or Adult in the room, not the Performing Arts facilitators working on behalf of PAIED . PAIED accepts no responsibility for any incidents that may occur during a workshop.

2. The school premises are safe and suitable for the facilitator to provide the Services;

3. The following are available for the facilitator at the school Premises on the date and during the hours of the Event:

- sufficient space at the school Premises to deliver the Services and for the children attending the Event to sit comfortably and/or move about / dance to engage in the activities provided by the facilitator.
- such facilities, equipment and utilities as the facilitator may reasonably require to provide the Services, including a power supply no more than 2 metres from the facilitators set up location;
- suitable free of charge on site parking within reasonable proximity to allow the facilitator to unload and load heavy equipment and park his/her vehicle for the duration of the Services.

4. The school children attending the Event are properly supervised at all times by appropriate adults who work within the school. The responsibility of supervision lies solely with the class teacher/ TA or Adult in the room, not the Performing Arts facilitators working on behalf of PAIED
5. if any children attending the Event have special needs which may affect their ability to take part in the Services, the school must provide PAIED with full details of such special needs at least 14 calendar days before the Event. The school are responsible for ensuring that such children are able to safely attend and engage in the Services;
6. Neither the school nor any other person at the Event uses or tries to use equipment or other property belonging to PAIED or the facilitator without the facilitators express permission. PAIED cannot assume that permission will be given for use by the school or any such person of any such equipment for any aspect of the Event other than the Services provided by the facilitator.
7. The PAIED facilitator will require at least a 45 Minute lunch break if they are booked for a full day. They also require a minimum of 5 mins between each workshop.
8. If any child/ren or the school or any other adult(s) at the school Premises negligently cause damage to equipment or other property belonging to PAIED or the facilitator, the school must reimburse PAIED for the cost of repairing/replacing the equipment or property up to a maximum total amount of £1,000 for all items.
9. The school will ensure that parents/carers are aware that PAIED would like to use photographic and video content of the workshop, to promote and celebrate PAIED activities. The photographic and video content may be used for:
 - display purposes.
 - within other printed publications
 - used on PAIED'S website
 - on the PAIED'S social media pages.
 - training or analysis purposes
10. The school will assist PAIED in distributing the photographic and filming consent forms to parents and carers.
11. The school will assist PAIED in collecting the photographic and filming consent forms from parents and carers.
12. The school will inform PAIED of the children who are not allowed to be in the photographs or videos.

13. The school and class teacher / TA or adult working in school, take full responsibility for ensuring the children that do not have consent to be in photographs or videos, are not in any photographic or video content. PAIED will provide the class teacher / TA or adult working in school, with a company device for the images/ videos to be captured.

14. The school will check their own photographic and video consent form and will inform PAIED on the following :

- The schools photographic and video consent form, allows PAIED to share "the schools" own Facebook page content, of the PAIED workshop, onto the PAIED Facebook page .

Events Beyond our Reasonable Control

1. PAIED will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.

2. If any event described under sub-Clause Events beyond our reasonable control, occurs that does or is likely to adversely affect PAIED performance of any obligations under the contract, PAIED will try to inform the school as soon as is reasonably possible, PAIED obligations will be suspended and any time limits that PAIED are bound by will be extended accordingly. PAIED will inform the school when that event is over and may suggest an alternative date and time when PAIED can make the Services available.

3. PAIED will not be liable or be deemed to be in breach of the contract for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control. Such causes include, but are not limited to: illness or injury of the facilitator, accident, breakdown, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, bad weather, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is.



Limitation of Liability

1. PAIED provide and sell all Services to the school only for the schools personal and private use/purposes (for the benefit of the school and the child/ children for whom the Event is arranged). We will not be liable to the school for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
2. Any workshop delivered by PAIED are for the school pupils and internal school staff only. Only children or staff working at the school are able to watch any final workshop performance. This must be agreed with the PAIED facilitator in advance. A workshop is not considered a "show" and the school are not permitted to allow to parents/ carers or anyone else outside the school to watch. The school are also not permitted to sell tickets to parents/ carers or anyone else outside the school to watch the final work shop performance.
3. All themed PAIED workshops are a tribute to the original. PAIED do not own any rights to these musicals.
4. Whilst PAIED endeavour to ensure that the form and content of entertainment that PAIED agree to provide will be suitable for and enjoyed by the children at the Event, PAIED are only able to take into account the age range to be catered for as it is stated in the Booking Form. Provided that PAIED reasonably endeavour to take into account that information in the Booking Form, PAIED will not be responsible or liable if any child(ren) at the Event are not content with or do not enjoy the Services.
5. Each of PAIED facilitators are appropriately qualified as performing arts teachers and are competent to conduct the workshops assigned to them, however, their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health professional or therapist. Any medical or safeguarding issues that arise need to be handled by the teacher/ TA , adult in the room and by the school, following schools procedures.

Complaints and Feedback

PAIED always welcomes feedback from the school, and, whilst PAIED always use all reasonable endeavours to ensure that the schools experience is a positive one, PAIED nevertheless want to hear from the school if there is any cause for complaint. If You have any complaint about a PAIED workshop or any other complaint about the PAIED facilitator, please raise the matter with NATASHA BROOKE who can be contacted via email on info@paied.co.uk The matter will then be investigated by PAIED head office. PAIED will need to discuss the issue in greater detail with the school to ensure the full picture is understood. The school agrees to comply with PAIED throughout the process of the investigation period. PAIED will review the complaint in detail, however, PAIED are not obligated to offer compensation of any form following a complaint.