

Terms & Conditions and Data Protection for Open Courses

These terms and conditions are intended to be legally binding as between the person booking the course (You) and ACTiv-8. These terms and conditions apply to all bookings for all Open Courses conducted by ACTiv-8.

Booking Procedure

A binding agreement subject to these terms and conditions will be made a between You and ACTiv-8.

Bookings are made on line via the website using Paypal a term in advance.

Payment Terms and Cancellation Policy

You will be sent confirmation of your booking by email.

We reserve the right to refuse entry to the course where payment has not been received in full.

Once a booking has been made, you are entitled to cancel the booking subject to the following:

- a) If we receive a notice of cancellation from you more than 21 working days prior to the scheduled start date of the course, the payment due will be reduced to 20% of the course fee as shown on the invoice. If you have already paid the full fee, you will be entitled to a refund of 80% of the course fee;
- b) If we receive a notice of cancellation from you less than 21 working days prior to the scheduled start date, but more than 10 working days before the scheduled start date, you must pay 50% of the course fee as shown on the invoice. If you have already paid the full fee, you will be entitled to a refund of 50% of the course fee;
- c) If we receive a notice of cancellation from you less than 10 working days before the scheduled start date then the whole of the course fee remains payable.

Any notice of cancellation must be sent by post or email and will only be effective when it is received by us.

Requests for refunds relating to general absence:

ACTiv-8 is unable to make refunds for absence due to changes in work commitments, personal or financial circumstances or any other reasons for not being able to attend the course. Any outstanding fees in these circumstances will remain payable.

Course cancellation:

If ACTiv-8 cancels a course, or the course does not start due to a lack of support, every effort will be made to offer an alternative. If no suitable alternative is available, a full refund will be given.

Transfer Policy

You are entitled to transfer your booking to the same course subject to the following:

- a) If we receive a notice of transfer from you 21 working days prior to the scheduled start date of the course you were booked on, no fee will be charged for the transfer, or for the re-scheduled course;
- b) To transfer a delegate please call us on 07896958665. The transfer option only relates to delegates who are transferring to a different date on the same course. The choice of date must be specified at the time of transfer (else the instruction will be considered a cancellation). The option to transfer delegates can only be used once, after which any movement will be considered a cancellation. All outstanding invoices will remain due, irrespective of the number of working days notice given for the cancellation

Reservations

We reserve the right to vary or cancel any course should circumstances so demand. Should the course be varied or cancelled, you will be entitled to a full refund of the fees you have pre-paid for that course. We accept no liability if, for whatever reason the course fails to take place.

We reserve the right to review our fees and booking terms and conditions as and when appropriate. Should our fees and booking terms and conditions be varied to your detriment you will have the option to withdraw from the course and we will refund the fees you have pre-paid for that course.

Limit of Liability

ACTiv-8 (which term shall include for the purpose of this condition the course leaders employed by ACTiv-8 to deliver the course), will not be liable for any breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, refraining to act, or omitting to act, in reliance on the course material, or the presentation of the course, to the extent permitted by law.

Consequential loss shall be deemed to include, but shall not be limited to: loss of profits; loss of business or anticipated business; damage to reputation or goodwill; and any claim made by any third party for damages, costs or expenses.

Data Protection Policy

We shall ensure that all reasonable and appropriate security measures are in place to protect the personal data of delegates and will destroy or deliver up the personal data upon written request.

We will not pass on your personal data to any third party and will refrain from processing your data in order to send you any further information should you make such a request to us in writing. ACTiv-8 is committed to protecting your security and privacy. At no time will your personal information be passed to organisations for marketing or sales purposes.

Health and Safety

Drama Nights staff comply to ACTiv-8's Health and Safety Policy and every attempt is made to ensure that the venue is safe and that the content of the training will not endanger participants. Some activities will be physical in nature and participants take part in them at their own risk. Any medical conditions that could put the participant at risk should be discussed with the workshop leader in advance.

All ACTiv-8 and Drama Nights venues are no smoking venues. No substance abuse or disruptive or violent behaviour will be tolerated. All ACTiv-8 workshop leaders have been CRB checked to ensure high standards of safeguarding.

Clothing for rehearsals should be relaxed and footwear should be comfortable and enable the participant to move freely and safely.

By ticking the box on the website course participants agree to these Terms and Conditions.