

## PPA Kids Terms and Conditions

[kids@ppacademy.co.uk](mailto:kids@ppacademy.co.uk)

PPA Kids is a trading name of PP Academy Limited (Company Number: 8679797)  
Unit 1 Guildford Industrial Estate, Deacon Field, Guildford, Surrey, GU2 8YT

1. **Contract:** These Terms and Conditions form the basis of the legal contract for the provision of PPA Kids' Courses. They (together with the written documents by which the offer and acceptance are made) form the entire agreement between PPA Kids and the parent(s), carer(s) or fee-payer(s) (the "Parent") of the child who is admitted to attend the PPA Kids' Course (the "Student"). One Parent may enter into this contract alone, or both Parents may enter into this contract together. Where the term Parent is used in the singular, it shall be deemed to include both Parents if both Parents have entered into the contract together. By entering into the contract, the Parent acknowledges that they have not relied on any statement, promise, representation, assurance, or warranty made or given by, or on behalf of, PPA which is not set out in the contract.
2. **Communications:**
  - a. All notices required to be given under these Terms and Conditions must be given in writing.
  - b. The Parent must notify PPA Kids of any change of address/contact details.
  - c. Communications (including notices) will be sent by PPA Kids to the address shown in its records and unless other arrangements are agreed, PPA Kids shall be entitled to treat any communication from PPA Kids to any person who has signed the Acceptance Form as having been made to both or all such persons.
  - d. Notices that the Parent is required to give under these Terms and Conditions must be addressed to the Manager and sent to PPA's Kids; address as set out at the top of these Terms and Conditions or sent by email to [kids@ppacademy.co.uk](mailto:kids@ppacademy.co.uk). If sent by first class post, notice shall be deemed to have been given on the second day after posting.
3. **Cancellation:**
  - a. PPA Kids is entitled to cancel this agreement, and without any obligation to return any Fees paid to the Parent, if:
    - i. the Student is expelled. Examples of behaviour that may lead to expulsion are bullying; violence; being deliberately disobedient or disorderly.
    - ii. the Parent does not make a payment to PPA Kids when it is due and the Parent still does not make payment within 14 days of PPA Kids reminding the Parent that such payment is due;
    - iii. the Parent makes a serious representation of facts or circumstances to PPA Kids or the Parent withholds important information from PPA Kids; or
    - iv. the Parent does not comply with (i.e. they breach) their obligations under this contract.

- b. Bad behaviour is not tolerated and may result in exclusion from classes. Examples of behaviour that may lead to exclusion from class are bullying; violence; being deliberately disobedient or disorderly.
- c. If the Parent wishes to cancel this contract, they must give notice in accordance with clause 5.
- d. Once this contract ends, it will not affect any legal rights or obligations that the Parent of PPA Kids have that may already have arisen, for example the Parent's obligation to pay any outstanding invoices. After this contract ends, the Parent and the School will keep any rights each has under, or as a matter of, general law.

#### 4. Fees:

- a. The Parent who has entered into the contract with PPA Kids is liable for and must ensure that all of the fees due are paid to PPA Kids. Where more than one Parent has entered into the contract with PPA Kids, each Parent who has entered into the contract is liable for and must ensure that all of the fees due are paid to PPA Kids. This is because this contract applies to both Parents together and each Parent on their own. In practice, this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, PPA Kids can seek payment of the full amount outstanding from either Parent.
- b. PPA Kids has a no refund policy. Fees will not be reduced as a result of absence due to illness or otherwise, or as a result of the Student being required to study from home as a result of PPA Kids providing services remotely for whatever reason.
- c. PPA Kid's fees are paid on a termly basis and it is not possible to obtain a refund of Fees by withdrawing the Student part way through the term.
- d. Each term's fees fall due for payment by the Parent on the first day of the applicable term.
- e. PPA Kids has the right to exclude any pupil from class if fees are unpaid.
- f. If the Parent does not make any payment to PPA Kids by the due date for payment, PPA Kids may charge interest to the Parent on the overdue amount at the rate of 5 per cent a year above the base rate from time to time of PPA Kids' bank. Unless PPA Kids tells you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay PPA Kids the interest together with the overdue amount.
- g. The Parent will be responsible for paying the costs PPA Kids incurs in recovering or attempting to recover, any unpaid fees from the Parent (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in PPA Kids' favour).
- h. PPA Kids has the right to increase the term's fees. Notice will be given in advance if fees for the following term will be increased.
- i. The persons who have signed the Acceptance Form remain liable to PPA Kids for the whole of the Fees and supplemental charges due, unless PPA has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees or any

part of them. Where two Parents have signed the Acceptance Form, one of them may withdraw from the contract with PPA by submitting a Term's Notice provided they have obtained the prior written consent of both PPA and the remaining parent.

- j. In the event of a missed tutorial, 24 hours' notice must be given, otherwise the tutorial will not be rescheduled.

**5. Notice:**

- a. Unless notice is served to withdraw the student from a class, this contract will continue to run from one term to another.
- b. At least half a term's notice must be given for any withdrawal from classes. This must be given in writing in accordance with clause 2. Failure to do so will result in the next term's fees falling due for payment in full. These will be payable upon demand.

**6. Examinations:**

- a. Examination entry is at the discretion of the Principal, Manager and Faculty.
- b. Students will not be entered into exams unless they are considered ready by the Principal, Manager and/or Faculty.
- c. If a Student does not pass an examination, then re-entry fees or fees resulting from cancellations due to illness will be charged to the Parent. All exam charges, in any event, are payable by the Parent by the deadline notified to you at the time of the demand for payment.
- d. PPA Kids may refuse to allow the Student to undertake the relevant examination(s) while the charges for that examination remain unpaid.
- e. A fee will be required for any extra lessons.
- f. All fees must be paid by the deadline given.

**7. Classes:**

- a. Class times may vary depending on the Student's age, grade and/or progress. It is within PPA Kids' discretion to change class times.
- b. PPA Kids will decide which class it believes is best suited to the Student. Classes are based on age and ability.
- c. All students must wear the appropriate uniform for class. Hair must be tied up appropriately, and no jewellery is to be worn (if piercings cannot be removed, they should be covered with plasters or micropore).

**8. Student Personal Property:**

- a. Students are responsible for the security and safe use of all their personal property including money, jewellery, and musical instruments etc, and for property lent to them by PPA Kids.
- b. The Parent must make their own insurance arrangements if they require cover for the Student or their property while at PPA Kids.

**9. PPA Kids' Responsibilities:**

- a. Unless the Parent notifies us to the contrary, they consent to the Student participating, under supervision, in activities which may entail some risk of physical injury.
- b. If the Student requires urgent medical attention while under PPA Kids' care, PPA Kids will, if practicable, try to contact the Parent to obtain their prior consent. However, if it is not practicable to contact the Parent then PPA Kids will make the decision on the Parent's behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation or blood transfusion (unless the Parent has previously notified PPA Kids that they object to blood transfusions)).
- c. From time to time it may be necessary to make changes to any aspects of the School, including the content of the courses and classes, and the manner of providing services (including by providing services remotely (whilst your child remains at home, for example, where PPA Kids is required to close their premises)).

#### **10. Parents' Obligations:**

- a. Parents must co-operate with PPA Kids and PPA Kids' staff in good faith, including by:
  - i. maintaining a constructive relationship with PPA Kids' staff;
  - ii. keeping PPA Kids up-to-date and informed of matters which affect or may affect the Student;
  - iii. ensuring that all details or other information notified or otherwise disclosed to PPA Kids about the Parent and/or the Student are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld; and
  - iv. providing cooperation and assistance to PPA Kids so that the Student can participate in, and benefit from, PPA Kids' services.
- b. It is a condition of the Student joining and remaining at PPA Kids that you notify PPA Kids of any health or medical condition, special educational need(s), disability or allergies that may affect their child or which your child subsequently develops, whether underlying, long-term, or short-term, including any infections. The Parent must also provide to PPA Kids, whether upon further request by PPA Kids or otherwise, any reports or other materials relevant to any of the same.
- c. If PPA Kids so requires due to a health risk either presented by the Student to others, or presented to the Student by others, or by reason of a virus, pandemic, epidemic or other health risk, the Parent may be required to keep the Student at home and not permit him/her to return to PPA Kids' premises until such time as the health risk has passed. Where it is considered appropriate, PPA Kids will try to continue providing services remotely during such period.
- d. The Parent must notify PPA Kids of any situations where special arrangements may be needed for the Student, including for their education or welfare.

- e. It is a condition of the Student joining and remaining at PPA Kids that the Parent provides PPA Kids with the contact details of a responsible adult who will be delegated the authority by the Parent to make decisions relating to the Student where PPA Kids is not able to contact the Parent.
- f. Where more than one Parent has entered into this contract with PPA Kids, the Parents acknowledge and agree that, prior to and during the Student's time at the School, the School is entitled to assume that the Parents have consulted with each other so far as decisions regarding the Student are concerned. Accordingly, the Parents accept that PPA Kids is entitled to treat:
  - i. any instruction, authority, request or prohibition received from one Parent as having been given on behalf of both Parents; and
  - ii. any communication from PPA Kids to one Parent as having been given to both Parents.
- g. PPA Kids must be informed as soon as possible for any reason for the Student's absence from class. This can be done by emailing [kids@ppacademy.co.uk](mailto:kids@ppacademy.co.uk), or calling 01483 459080.
- h. If the student, or anyone living within their household, tests positive for the Covid-19, the student must not attend PPA Kids classes until their isolation period is complete.

**11. Child Protection:**

- a. The Parent and/or Student should report any concerns they may have to a member of staff and/or the Designated Safeguarding Lead.
- b. PPA Kids' Child Protection Policy is available on the website and is otherwise available upon demand.

**12. Variation:** PPA Kids' reserves the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of training and/or services at PPA Kids. PPA Kids will send the Parent notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

**13. Representation:** PPA's Kids website describes the broad principles on which PPA Kids is presently run and give an indication of its history and ethos. Although believed correct at the time of publication, the website is not part of the contract or any other agreement between the Parent and PPA Kids. Parents, carers or fee payers of students wishing to place specific reliance on a matter contained in the website or a statement made by a member of staff or a Student during the course of a conducted tour of PPA Kids' premises or a related meeting, should seek written confirmation of that matter before entering the contract.

**14. Intellectual Property:** PPA Kids reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Student in conjunction with any member of staff and/ or other Students at PPA Kids for a purpose associated with PPA Kids. PPA Kids will acknowledge and allow to be acknowledged the Student's role in

creation/development of intellectual property. Copyright in the Student's original work belongs to the Student.

#### **15. Data Protection:**

- a. PPA Kids will process personal data about the Student and the Parent in accordance with data protection law, including the Data Protection Act 2018. PPA Kids will process such personal data:
  - i. as set out in these Terms and Conditions and in PPA Kids' Privacy Notice which is available on PPA Kids' website and which may be amended from time to time;
  - ii. in order to comply with any court order or legal, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - iii. to perform its obligations under these Terms and Conditions, and where otherwise reasonably necessary for PPA Kids' purposes.
- b. The Parent acknowledges and agrees that those persons who have parental responsibility for the Student are entitled to receive certain information about the Student from PPA Kids (including PPA Kids reports, correspondence, and other materials relating to the Student's progress, development and/or education generally).
- c. PPA Kids will need to use information relating to the Student, and to the Parent, for certain purposes connected to the running of PPA Kids. This will include name, contact details, records, photographs and video recordings, both whilst the Student is at PPA Kids, and after the Student has left, for the purposes of:
  - i. managing relationships between PPA Kids and current students/parents and fulfilling PPA Kids' obligations to the Parent, including for examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration purposes and processing of fees; and
  - ii. promoting PPA Kids to prospective students/parents;
  - iii. publicising PPA Kids activities; and
  - iv. communicating with PPA Kids' community and the body of former Students.

In respect of (ii), (iii) and (iv) this includes use of such information by PPA Kids on PPA Kids' website and PPA Kids' social media channels. Should the Parent and/ or Student wish to withdraw such consent they must do so in writing.

#### **16. Force Majeure:**

In the event of a force majeure (being any cause beyond PPA Kids' reasonable control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination)) which wholly and completely prevents or delays PPA Kids' performance of any of its obligations (including by preventing PPA Kids from providing services remotely), PPA Kids shall give the Parent notice in writing specifying the nature and extent of the

circumstances giving rise to the force majeure. Provided that PPA Kids has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, PPA Kids will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure event.

**17. Jurisdiction:**

The contract and the Terms and Conditions are governed by English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

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**I hereby agree to the terms and conditions listed in the PPA Kids Terms and Conditions, and will follow them accordingly, including any future amendments to the Terms and Conditions.**

Parent's Name:

Student's Name/s:

Signed:

Date: