

# **POLICIES, TERMS & CONDITIONS**



The following document sets out the Terms and Conditions by which **Destiny School Of Dance** agrees to provide services.

By participating in our classes, you are agreeing to these Terms and Conditions.

It is your responsibility to familiarise yourself with them before you or your child participates in any activity with us. We reserve the right to modify, cancel or amend these Terms and Conditions and upon doing so shall provide you with notification that there has been a change.

The current Terms and Conditions always appear on our website.

On purchase of any product or service, the most recent Terms and Conditions shall apply

#### REGISTRATION AND FEES POLICY

Subscription prices are based on 38 weeks of classes and split over 11 months (No payments will be taken in August) August will operate as a pay as you go system. Payments for subscription classes are due on the 1st of the month for the month ahead. Pay as you go classes must be booked at least 1 week prior to the class date. Payments will be returned if a class has to be cancelled due to minimum numbers not being achieved.

**Destiny School Of Dance** only accept card payments for classes through the Class 4 Kids system and your booking is not confirmed until payment has been received by **Destiny School Of Dance**.

No fees will be returned if a class is cancelled due to adverse weather conditions or any other circumstances out of our control. All fees must be collected before students can enter any classes. In exceptional circumstances where Parents are struggling to pay in one go, they should contact **Glenroy** (Admin) to arrange a payment plan - we will always be willing to work out a solution with Parents who are transparent with us. This payment agreement must be put in place before a failed payment attempt occurs.

A failed payment automatically suspends a student from classes until all of the outstanding fees have been collected.

**Destiny School of Dance** reserve the right to suspend participation in classes until any overdue payments have been made.

To re-enrol your child at **Destiny School of Dance** following an incorrect withdrawal, a £10 admin fee will be added onto the first subscription payment to cover the costs of the unnecessary admin work.

Fees are non-refundable or transferable. Our fixed fees must be paid whether students are in attendance or not.

### **DISCOUNTS POLICY**

Sibling discounts are available to all families who have two or more children taking classes at Destiny School of Dance. A discount of 10% is applied to the total monthly subscription costs.



#### **REFUNDS & CANCELLATION POLICY**

All classes are payable. **Destiny School Of Dance** do not issue refunds for missed sessions due to your own circumstances. In rare cases such as bereavements or terminal illness, an arrangement can be discussed at the discretion of **Destiny School of Dance**. **Destiny School of Dance** reserves the right to change upcoming fees or timetable without prior notice. However, we will always endeavour to inform all parents and guardians of any changes as soon as possible via email and social media. If we have to cancel a class that you have already paid for, we will aim to offer another class by extending the term by an extra week. If this cannot be done for any reason, we will credit you with a class in the following month by amending the subscription for that month.

#### TRIAL LESSONS & CLASSES POLICY

**Destiny School Of Dance** offer low cost trials lasting 4 weeks to all new students in our subscription classes providing there is availability in that particular class. These trials will commence on the first Friday of every month where applicable.

**Destiny School Of Dance** only offers trials on subscription classes.

Private lessons are available for extra dance tuition. A Parent or guardian aged 18+ must be present during a private lesson and any private tuition requested must be paid for in advance.

Parents and Guardians must book all trials in addition to completing registration through our booking system Class 4 Kids. If a student is no longer able to make a trial, a refund can be issued and new dates can be arranged if given at least 48 hours notice. No refunds will be issued without 48 hours notice or for no shows.

Returning students are only eligible for trials if they are joining a class that they have not previously been registered in. Parents are not permitted to watch classes but they can view their child's very first class. A waiting room will be provided for parents and guardians to wait during class times where possible.

Students are to enrol into adult classes from age 16+.

Subscription classes are charged the same amount per month irrespective of how many classes are delivered within that month. Classes are only delivered during term time. Any dance camps or workshops delivered during the school holiday's will be charged at an extra fee and will not be covered by subscription fees. Parents will be invited to view their child's progress via show-cases and our biannual summer show. Students who need personal care assistance must be taken to the bathroom before their class begins to limit class disruptions. Students should aim to arrive to classes at least 15 minutes early and must wait in the waiting area.

#### WITHDRAWAL POLICY

A minimum of three weeks notice should be given in writing for withdrawal from all subscription classes. Fees will still be due even if the student is unable to attend classes until the completion of the notice period. If an immediate withdrawal is required by a student for medical purposes, a Doctor's note will be required and in these cases, subscriptions may be able to be paused.



#### **UNIFORM POLICY**

Branded uniform is optional for recreation students who attend mini or open classes.

Sports clothing such as joggers, t-shirts and trainers are essential to wear for street dance classes. Shorts are acceptable but worn without knee pads could limit the students training during floor work.

Long hair must be tied up or back away from the face. Apart from one pair of small studs and one dainty ring, Jewellery is not permitted. If worn for religious or cultural reasons, it must still be tucked into clothing where possible.

**Trainers are essential** and students that arrive to class in the incorrect footwear will be told to watch class for that week. Refunds will not be issued for lack of classes due to incorrect clothing.

SEN and adult dancers are not permitted to wear uniform but should still dress appropriately in clothing that allows movement and wearing trainers.

#### **HEALTH AND SAFETY POLICY**

Students participate at their own risk and Parents and Guardians are obliged to inform **Destiny School Of Dance** of any existing injuries or medical conditions. **Destiny School Of Dance** must be informed immediately of any changes to a students health record. Students must wear suitable footwear and clothing at all times. New students will have a grace period of 1 month to settle in to classes after which it is expected that the correct footwear is purchased for use in class. **Destiny School Of Dance** uniform is currently optional in our classes, however clothing must still be appropriate for dancing. No restrictive or indecent clothing will be permitted in class.

If a student is unwell or has an accident during class, the incident will be logged in our accident book and if necessary, the emergency contacts will be called via the contact details provided on registration.

It is the responsibility of Parents and Guardians to ensure that their contact information is correct and up to date. Failure to do so may result in missing out on important information.

Should First Aid treatment be required, treatment will be administered by our on-site first aider, **Michelle Clarke**.

The administering of any medication e.g. epi pens or complex medical conditions must be discussed with the principal prior to attending any sessions. In the event of a long term absence through injury or other reasons, please discuss with the principal who will consider each case on an individual basis. A Doctor's note may be required for our records.



#### **CODE OF CONDUCT POLICY**

Students are not permitted to friend request staff on social media or send private messages that cannot be publicly seen by anyone else.

Students are only permitted to friend request **Destiny School of Dance** on social media and no private messages must be sent to any of its accounts by students under the age of 16. Private messages will not be responded to from students under 16 years of age. Please notify **Destiny School Of Dance** of all absences and all holiday's booked as soon as possible. This helps us to be aware of class numbers, enabling us to cancel if we have low numbers.

In the event of sickness, please give at least **48 hours** notice by telephone or email. **Please do not use social media** to notify us as notifications can easily be missed.

If a student has been absent from classes for a total of three weeks without a reason issued by a Parent within that time period (Not afterwards) **Destiny School of Dance** reserve the right to remove your child off their register. An email will then be sent to state that this has taken place.

Students are expected to listen and focus during their classes. We will discourage any unnecessary talking. If a student displays disruptive behaviour, they may be asked to sit out until they can refocus on the current activity or exercise.

Students are obliged to take care of their own belongings. All personal items including shoes should be labelled with the students name. Please refrain from bringing any items of value to class. **Destiny School Of Dance** does not accept responsibility for any personal property that is lost or damaged. Parents are responsible for their own children's belongings. We will always store any lost property found after class but we are not liable for lost or damaged property.

All members including staff, students and parents are expected to;

- be responsible for their own actions and know how to behave
- show self-discipline and support to others
- have good manners and be polite
- show understanding and respect towards each other and each others property
- display positive attitudes towards the school (supporting community events, Christmas parties etc where possible.
- The Principle reserves the right to ask any family to leave Destiny School of Dance if the basic standards are not being met.
- Students are not permitted to use mobile phones in the dance studio and they must remain in their bags until they leave the dance studio. If this rule is not adhered to, a confiscating of the phone will take place until the end of class. No refunds will be given if the school rules have been broken.



#### ANTI-BULLYING POLICY

Destiny School of Dance takes a zero tolerance approach to any form of bullying including cyber-bullying amongst our teachers, students and parents.

All students have the right to train in a peaceful atmosphere without the feelings of fear or anxiety. The mental health of our students is equally as important as their physical health.

Bad language or aggressive behaviour will not be accepted from anyone and Destiny School of Dance will always take the appropriate measures to ensure that our dance family environment is a safe place for everyone.

Anyone found guilty of any of the above will be giving a warning, suspended from classes until further notice or permanently excluded from the school depending on the severity of the individual case.

#### PHYSICAL CONTACT POLICY

Physical contact may be necessary by any Dance teacher to assist a students dance development. Dance is a physical activity and a teacher may need to make physical contact with a student to correct their posture, demonstrate the correct way to move or to simply correct the student's position by adjusting parts of the body such as arms, legs, feet etc.

Teachers and assistants will always remain sensitive to the Student's wishes and put their welfare and mental health first in all cases. We will always state what we as teachers need to do before doing so by communicating clearly to the student and asking for permission. If you have any concerns regarding this matter please do not hesitate to contact us

#### **PHOTOGRAPHY POLICY**

Photographs and video footage taken by teacher's at **Destiny School Of Dance** may be used on our website or social media platforms for publicity purposes. Permissions for photograps and videos to be used will be requested on registration. Parents and Guardians can remove this permission at any time by contacting the principal. Parents or guardians must not take photographs or recordings whilst on the site unless authorised by **Destiny School of Dance** to do so. Where given authorisation, please only photograph or video your own child/children and never put footage or pictures on social media where other children can be clearly seen.

#### DROP OFF AND COLLECTION POLICY

All students under 16 must be accompanied to class by a parent/guardian and signed in with Glenroy (Admin) in the waiting area before entering into class. In the event of lateness, the student must still be signed in before entering class. Under 16's will not be permitted to leave the premises for any reason without a parent or guardian aged 18 and over.

Parents and guardians must collect their children directly from the dance studio where all students will remain until they are collected. Destiny School of Dance must be notified prior to class if a student will be brought or collected by another Parent or someone else.



#### **USE OF PERSONAL DATA**

**Destiny School Of Dance** holds information about our customers to enable us to carry out our business as an educational organisation. Destiny School Of Dance will not disclose personal information to third parties unless required to do so for duties such as examination or competition entries or applying for performance licences.

**Destiny School of Dance** keeps records of students on online databases (Class 4 kids, Mailchimp and Wix - all GDPR compliant) with password protection for the purpose of efficiency and consistency of administration.

These details will enable us to be able to contact Parents in an emergency, send Parents information and updates.

We will not share any of your details without your permission unless permitted to by the law. This complies with Date Protection Act 1998 and the GDPR legislations.

Upon withdrawal from **Destiny School of Dance**, your details will be permanently deleted from all of our listed data bases after 12 months.

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#### **TEAM DESTINY POLICY**

TD students are required to attend at least one recreational class a week in addition to TD training. An audition must be attending for any student wanting to join TD. Following the audition process, an online meeting will be arranged via email to inform both student and Parents of the result. Successful auditionees will be briefed during the online meeting on what is required to maintain their place in TD. A commitment and responsibilities document will need to be signed by staff, Parents and student before the first TD training class.

TD students must be fully committed to all work and opportunities that are presented. Three strikes at any time during a 12 month period will result in that student losing their place in Team Destiny. Lack of commitment (less than 85% attendance) will trigger the three strike system to be implemented in the following order;

- Verbal warning
- Written warning,
- Loss of TD place.

### Strikes include:

- Absences
- Lateness to any classes
- Rude behaviour and breaking our school code of conduct.

TD students will be expected to participate in performances, events, competitions, dance examinations and our bi-annual shows. Workshops and music video opportunities are optional and will not count towards attendance.

Any student that loses their place in TD will not be able to re-audition for 6 months from the date that they lost their place. TD students must have FULL school branded uniform consisting of a white **DESTINY SCHOOL OF DANCE** t-shirt and black **DESTINY SCHOOL OF DANCE** leggings to participate in any performing work. TD students and their Parents are responsible for the upkeep of branded school uniform and ensuring that they are cleaned when needed and replaced in good time before they become too small. Parents can order branded school uniform from our online shop **https://clicclothing.co.uk/collections/destiny-school-of-dance/destiny-school-of-dance** 

TD Parents are required to accompany their children to dance competitions and events if they are under the age of 11. TD Parents must nominate a responsible adult age 18 years + to be responsible for their child in their absence if they can not attend competitions or events.

TD students will not be paid for any opportunities and any paid opportunities will always be made known to TD Parents beforehand. Paid opportunities for TD students will be paid to **Destiny School of Dance.** In the event of a paid opportunity, **Michelle Clarke** (Principal) will decide how the fee will be best spent to benefit all TD members.

Private lessons for dance competitions can be booked via the school website and should always be done ahead of time leading uptown a dance competition.



# SAFEGUARDING POLICY

At **Destiny School of Dance**, we recognise that the welfare of children is of paramount importance.

We have a responsibility to protect and safeguard the welfare of all children and young people we work with and have an explicit duty to do so under the Children Act 1989 and 2004 and the Education Act 2002.

A 'child' is anyone who has not yet reached their 18th birthday. The fact that a child has reached 16 years of age is living independently, in further education, or working does not change his/ her entitlement to services or protection as a child. At **Destiny School of Dance** we believe that all children without exception have the right to protection from abuse regardless of gender, ethnicity, disability, sexuality or beliefs and that no child, or group of children should be treated any less favourably than others in being able to access the services and support to meet their needs.

All staff and volunteers have a strict duty never to subject a child to any form of harm or abuse. Failure to adhere to these procedures will be treated as gross misconduct.

Children and their parents/ carers who attend **Destiny School of Dance** may view our policy where appropriate and initial and revised copies will always be sent out via email.

### **Designated safeguarding lead:**

The designated safeguarding person (DSP) within our organisation is **Michelle Clarke** (Principal).

The Designated Safeguarding Person will advise members of staff and visitors to **Destiny School of Dance** on best practice and expectations. They will be responsible for the monitoring and recording of any safeguarding concerns and for ensuring that all concerns are shared with the appropriate statutory authorities.

All staff and volunteers at **Destiny School of Dance** should be made aware of this policy and should be able to demonstrate their roles and responsibilities for safeguarding and promoting the welfare of children and young people, including how to raise concerns with both children's social care and the police. Staff and volunteers shall be made aware of this through team meetings, training sessions and briefings.



### **Overview of responsibilities:**

All staff and volunteers must report all concerns to the designated safeguarding lead at the nearest available opportunity. It is the responsibility of all staff and volunteers at **Destiny School of Dance** to take steps to protect children, to keep them safe from hazards and to take appropriate action in the event of an accident.

It is the responsibility of all staff and volunteers to take reasonable steps to protect children and young people from harm and abuse while in contact with our organisation and our staff and to report any incident of or suspicion of abuse to the Designated Safeguarding Person or in their absence to the appropriate statutory authority.

All adult staff (18 and over) working at **Destiny School of Dance** who have contact with children and young people are required to hold a valid, clear DBS check.

## <u>Safeguarding and promoting the welfare of children and young people means:</u>

Protecting children from maltreatment, preventing impairment of a child's health or development, ensuring that children are growing up with the provision of safe and effective care and taking action to ensure that children have the best life chances. At **Destiny School of Dance** we will do this by:

- Identifying and responding to concerns about a child or young person
- Providing a safe and happy dance environment
- Supporting development through dance in a way that fosters a sense of belonging / sense of self/ sense of community/ sense of independence
- Supporting young people to communicate freely with us, supporting their communication methods, providing time and space to talk
- Fostering an environment of trust and building appropriate professional relationships

### **Consent and information sharing:**

Issues of consent are essential to effective safeguarding practice. Additional consent must be sought for any activity that is out of the usual parameters of our work. Basic consents for day-to-day activities will be sought through enrolment process, and appropriate organisational guidance shall be provided to ensure those consenting have clear and transparent information on what they are consenting to.

Significant harm is no exception to this. Before making a referral to Children's Social Care parents or carers must be informed that you are doing so, including the reasons why and must be asked for consent to do this. It should be noted however that in cases where parents, carers or children do not agree to information being shared you are still able to refer to Children's Social Care without consent, but it is important to explain clearly to social care why consent cannot be established and to make a record of this.



### <u>Instances where you may not wish to seek consent are where:</u>

- Discussion with parents/ carers could place the child or other members of their family at increased risk
- The child is in immediate danger (e.g. requires medical attention)
- Having the discussion with parents may put you or another member of staff at risk.

It is often necessary to share information to provide support and prevent impairment or to protect a child from harm. Decisions to share will be appropriate, necessary and proportionate. You must record your decision and the reasons for it, whether or not you choose to share information. If you decide to share you should record what you shared and who you shared with.

### **Child protection:**

Is part of safeguarding children and promoting welfare. It refers to activity that is undertaken to protect specific children who are suffering or likely to suffer significant harm.

This is about abuse and maltreatment of a child. Someone may abuse or neglect a child by inflicting harm, or by failing to act to prevent harm. Children may be abused in a family or in an institutional or community setting by those known to them, or by others (for example over the internet.) They may be abused by an adult or adults or another child/children. Abuse may be physical, emotional, sexual, neglectful or multiple types of abuse. Please see **appendix A** for definitions of types of abuse.

All staff and volunteers should be able to recognise and know how to act upon evidence that a child's health or development is being impaired or that the child is suffering or likely to suffer significant harm. All concern about harm must be recorded and shared with the Designated Safeguarding person.

No professional should assume that another will pass on information about the safety of a child.

If a professional has concerns about a child's welfare and believe they are or are likely to suffer significant harm they have a responsibility to inform Children's social care.

## **Seeking medical attention:**

If a child has a physical injury, and there are concerns of abuse, medical attention should be sought immediately. Any safeguarding concerns should be shared with ambulance or hospital staff and then must be reported to children's social care. Nothing should be allowed to delay urgent medical treatment.



### Referring a concern and your DSP:

Our Designated safeguarding person will act on behalf of **Destiny School of Dance** in referring concerns or allegations of harm to Children's social care or the police as appropriate. If the designated safeguarding lead is in any doubt information should be shared with children's social care for a second opinion. It is not the role of the DSP to investigate only to collate information, clarify details of the concern and facilitate information sharing. In the absence of the DSP the individual who has the concern is responsible for contacting children's social care and the information should be shared with the DSP retrospectively.

The contact number for children' social care is **01902 555392** 

### **Protection of children:**

At **Destiny School of Dance**, we will make every effort to protect children from harm when they are visiting our setting or attending our classes.

We will do this through:

- Having all staff members of our dance school wear a staff t-shirt with either their role or name on it to ensure that all parents and students can easily identify a staff member and feel safe
- Appropriate recruitment and selection procedures
- Provision of safeguarding training for all staff and volunteers
- Ensuring all staff and volunteers aged 18 and over hold clear current DBS checks
- Ensuring that student teaching assistants aged 16-17 are never left alone with students under 16 years of age.
- We will take all reasonable steps to ensure health safety and welfare for all those who access our organisation
- We will take all practicable steps to ensure that no one working with us or for us would put a child in a situation of unreasonable risk to their health and safety.
- We will not harm or abuse children within our care and will take all reasonable steps to ensure no one working with us or around us within the community could harm or abuse a child in our care.
- We will ensure good reporting to our DSP and onward to children's social care wherever we suspect harm and will foster an environment of good communication, transparency and trust.
- All involved with our organisation will follow our code of conduct



### Online safety (including Keeping Children Safe in School 2023)

- It is essential that children are safeguarded from potentially harmful online material and inappropriate conduct or contact.
- Staff behaviour should refer to the acceptable use of technologies.
- Staff should contact a parent /guardian rather than a young student.
- All contact should be professional and not breach any prevention of abuse guidance in this document.
- All information regarding young people is subject to GDPR and the Data Protection Act 2018.
- Since 2020, NATD now offer online assessment. Teachers and Examiners must refer to the latest guidance which include the retention of any video footage, sharing of links etc. info@natd.org.uk

### <u>Using School Premises/Hiring of venues (FCSIS 2023)</u>

Since September 2023 all schools/venues for hire in the U.K. are required to have strict policies in place for hirers providing "out-of-school" activities for the safeguarding of children (under 18 years in law). All devices are now monitored on school systems. Dance teachers, and other persons in charge of an activity, are liable if children access unsuitable links/websites whilst at dancing as would be the school principal or venue owner.

On school premises, dance teachers and staff **WILL NOT** use personal devices but have a dedicated work phone which is used for any parental /carer contact during class times. Student's personal phones need to be put away securely until they leave and must not be used until off school premises.

This new statutory prevent policy heavily focuses on children and staff not using personal devices while working with children under the age of 18. **(This is now set in law)** 

As Dance Schools we have to comply with this guidance while on the premises. Teachers **MUST** adhere to the Safeguarding Policy for any hired premises.

### Allegations against staff members/ volunteers:

If any member of staff has concerns about another member of staff or volunteer at **Destiny School of Dance** such as

- Believing they have behaved in a way that has harmed or may cause harm to a child
- Having possibly committed a criminal offence against or relating to a child
- Behaved toward a child in a way that indicates he/ she is unsuitable to work with children. (This could include both children within the workplace, children within the community or their own children).

The allegation or concern should be reported to the manager with responsibility for dealing with allegations immediately. This is **Michelle Clarke**.



Neither the member of staff who has raised the concern/ allegation nor the member of staff who is alleged against should be allowed to question children or be part of any further investigation.

The designated manager for **Destiny School of Dance** will report the matter to the Local Authority designated Officer (LADO).

If an allegation or concern arises about a member of staff, outside of their work with children, and this may present a risk or harm to a child/ren for which that member of staff is responsible, the general principles outlined in this policy will still apply.

### **Staff recruitment:**

When recruiting paid staff and volunteers it is important to always follow the process outlined in the safer recruitment policy. This will ensure potential staff and volunteers are screened for their suitability to work with children and young people.

This policy will be reviewed annually.

Date of last review: August 2024

Signed: Mrs Michelle Clarke (Designated Safeguarding Person)