



## Terms and Conditions of Sale

### 1. Learning Programmes and Classes

#### Attending a programme

- We reserve the right to refuse admission or eject from the programme any person whom we believe is likely to cause a nuisance, disturbance or threat to other participants, the programme or its employees. No refund will be issued.
- Participants over 15 minutes late may not be permitted to attend the session. If you arrive after this time for a dance workshop, you may observe the session, but if you do join in Dance Mama will take no responsibility if you become injured. Late participants are responsible for their own warm up.
- We reserve the right to make any alterations to the advertised arrangements (including but not limited to the programme, dance artist, guest, instructor or musician) without prior notification and without being obliged to offer a refund or exchange.
- The use of personal cameras, tape recorders or any other electronic or digital recording, photographing or imaging devices is not allowed inside our spaces.
- Mobile phones and other electronic devices must be on silent.
- Attendees consent to the recording and filming of themselves while attending events or classes.

#### Health and Safety

- You are required to complete a health and safety form and comply with the physical activities disclaimer before taking part in any workshops or classes with Dance Mama. If you have any concerns about the content of workshops then please contact us in advance.
- Participation in all physical activity (workshops) is at your own risk; Dance Mama cannot be held responsible for any injuries or loss or damage to your person or property. It is the participant's responsibility to inform Dance Mama of any illnesses or injuries that may arise during class or are pre-existing.
- If you are a new parent, you will not be eligible to take part in the physical workshops if you are under 6 weeks postpartum as you will not have had the opportunity to pass your 6-week health check.
- Always check with your healthcare practitioner before starting any new physical activity.
- For all physical activities (workshops) participants should wear suitable clothing and soft shoes / bare feet.

#### Refunds and Exchanges

- In general, refunds are not permitted except where events or classes are cancelled or abandoned when less than half the event or session has taken place.



- Missed classes or events cannot be refunded or replaced by attending other classes/events.

## 2. Purchases for online programmes

These terms govern the use of Dance Mama Live and our Class Programme.

We offer the following purchase options through the Dance Mama website and associated applications (Please note that Dance Mama Live: Back On The Road is currently a purchase, not a subscription.)

- Purchase: After paying the stated fee, you may stream the programme an unlimited number of times during the stated programme period – October 2022 – August 2023. We may add or remove programmes from the playlist at any time.
- To make a purchase, you must provide a valid payment method. We may apply taxes, including VAT (value-added tax), to any charges. Prices and other terms of purchase are subject to change.
- All purchases including recurring charges are final and non-refundable.
- Free Trials and Discounts: we may offer free-trial or discounted places. When a free-trial period ends, your paid place begins (unless you have cancelled) and you must pay the full period or annual fee. If you have used a discount for the first time on a programme, you must pay the discounted fee.

## Your account

- Registration: You must create an account to use certain features we offer (e.g., to view a programme). To do so, you must complete a registration form which includes the health and safety questions.
- Age Requirements: You may not create an account if you are younger than 18 years of age. By creating an account, you represent that you are at least 18 years of age.
- Account Security: You are responsible for all activity that occurs under your account, including unauthorised activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorised access to your account, you must change your password and notify us immediately.
- Licence to Programmes: Subject to the terms hereof, you have the right to stream for your personal entertainment purposes programme replays that you have purchased during the stated programme period.
- Restrictions: You may not resell streams or downloads, use any programme for any commercial purpose, redistribute or retransmit any programme, publicly perform or display any programme, or make derivative works from any programme. All rights not expressly granted herein are reserved by Dance Mama.
- Subject to the terms hereof, Dance Mama grants you permission to use your purchased programmes and classes for the sole purpose of viewing programmes for

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your personal entertainment and recreation. All rights not expressly granted herein are reserved by Dance Mama.

- Risks: When participating in any exercise or fitness programme, there is the possibility of physical injury. If you engage in this exercise or fitness programme, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Dance Mama from any and all claims or causes of action, known or unknown, arising out of Dance Mama negligence. For those participating, you are agreeing to accept all parts of this disclaimer. Thus, if you feel unable to agree to this disclaimer, please do not participate in these online programmes, but enjoy watching!
- Your Content; Feedback: To the extent that you submit any content to Dance Mama (i.e. in your profile, a comment, or forum), you grant Dance Mama an irrevocable, worldwide, non-exclusive, royalty-free, perpetual right and license to use, copy, adapt, transmit, distribute, license, and publicly perform and display such content in all media for any purpose whatsoever. If you make suggestions to Dance Mama on improving our products or services, Dance Mama may use your suggestions without any compensation to you.
- Code of Conduct (please also see online etiquette in your Dance Mama Live welcome pack). In using the Dance Mama, you may not:
  - Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
  - Act in a deceptive manner or impersonate any person or organisation;
  - Harass or stalk any person;
  - Harm or exploit minors;
  - Distribute “spam” in any form or use misleading metadata;
  - Collect personal information about others;
  - Access another’s account without permission;
  - Engage in any unlawful activity; or
  - Cause or encourage others to do any of the above.

### 3. Merchandise

All merchandise is sold through third party platform **Spreadshirt**. They have their own privacy policy, delivery processes and terms and conditions of sale. Dance Mama is not responsible for the accuracy of information on external websites or for the fulfilment of sales through these external channels.

#### Postage

Shipping costs are calculated at checkout and are sent out on the time frame as advised by **Spreadshirt**.

#### Refunds



We hope that you are happy with your purchase. However, if you are not then please let us know within 14 days of receipt; if you return the item to us in its original condition within 28 days of receipt we will be happy to give you a refund. When returning items we recommend that you ask your Post Office for a proof of posting (available free of charge). Refunds will be issued within 14 days of receipt of the returned goods.

Contact [hello@dancemama.org](mailto:hello@dancemama.org) to alert us that you require a refund.

### Exchanges

We only replace items if they are defective or damaged. If you need to exchange an item Contact [hello@dancemama.org](mailto:hello@dancemama.org) to alert us that you require an exchange so we can arrange it for you.

### **Website Terms and Conditions**

This website is owned and operated by Dance Mama. Please note that by accessing and interacting with our website you are agreeing to the terms and conditions of use set out below.

### **Disclaimer**

Dance Mama makes every effort to ensure that the information on this website is accurate and up-to-date. However, we cannot accept responsibility for any loss or inconvenience caused by reliance on inaccurate material contained in this site.

Dance Mama may make changes to the website from time to time. Any changes take immediate effect. Please regularly review these terms of use for any changes. Your use of this website after changes have been made will constitute acceptance of the revised terms.

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### **External Links**

Certain links, including hypertext links, in our site will take you outside our site. These links are provided for your convenience and inclusion of any link does not imply endorsement or approval by Dance Mama of the linked site, its operator or its content. Dance Mama does not claim any responsibility for any external websites to which it may link.

### **Privacy**

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For more information please read [Privacy Policy](#).