

Preformers Preschool Performing Arts Classes – Terms and Conditions

Date of last update: 7 May 2026

Please read these Terms and Conditions carefully before using the Website or booking any class, event, party, trial, or session with Preformers.

GENERAL

1. About Us and the Website

- a) Preformers is a business operated by Rosemary Millward as a sole trader in England and Wales, with its principal address at 109 Bridgeman Way, Lichfield, Staffordshire, WS14 0AL.
- b) The Preformers website is located at www.preformers.co.uk (the “Website”) and is operated through WIX.COM.
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2. About These Terms and Conditions

- a) In these Terms and Conditions, references to “you” and “your” mean the person accessing the Website and/or booking Sessions as a consumer for personal use.
- b) These Terms and Conditions are divided into three parts:
- PART 1 – Website Terms of Use
 - PART 2 – Booking and Attendance Terms
 - PART 3 – General Terms
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PART 1 – WEBSITE TERMS OF USE

1. Introduction

Welcome to the Preformers Preschool Performing Arts Classes website. By accessing or using this Website, you agree to comply with these Terms and Conditions. If you do not agree with any part of these Terms, please do not use the Website.

2. Use of Website

- a) You must be at least 18 years old to make a booking through the Website.

b) You agree to use the Website only for lawful purposes and in accordance with these Terms.

c) You must not misuse the Website by knowingly introducing viruses, malware, or harmful material.

3. Intellectual Property Rights

a) All Website content, including text, graphics, logos, photographs, videos, audio clips, and software, is owned or licensed by Preformers and protected by intellectual property laws.

b) You may not reproduce, distribute, modify, or commercially exploit any Website content without prior written permission.

4. Links to Third-Party Websites

a) The Website may contain links to third-party websites or services.

b) Preformers is not responsible for the content, availability, privacy policies, or practices of third-party websites.

c) Your use of third-party websites is entirely at your own risk.

5. Limitation of Liability

a) To the fullest extent permitted by law, Preformers shall not be liable for any indirect, incidental, consequential, or special damages arising from use of the Website.

b) While we aim to ensure the Website content is accurate and up to date, we make no guarantees regarding completeness, reliability, or accuracy.

6. Changes to Terms and Conditions

a) Preformers may update these Terms and Conditions from time to time.

b) Any changes will take effect immediately upon publication on the Website.

c) Continued use of the Website constitutes acceptance of the updated Terms.

7. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

8. Contact Us

For any questions regarding these Terms and Conditions, please contact:

Preformers

Email: rosie@preformers.co.uk

PART 2 – BOOKING AND ATTENDANCE TERMS

1. Booking Eligibility and Process

- a) You must be aged 18 or over to make a booking.
- b) All bookings are subject to availability and operate on a first-come, first-served basis.
- c) Session descriptions, dates, locations, and prices are displayed on the Website and may change from time to time.
- d) When making a booking, you must provide accurate and complete information, including:
 - Parent/carer details
 - Child's name and date of birth
 - Contact information
 - Relevant medical or additional needs information

You are responsible for informing Preformers of any changes to this information.

- e) Submitting a booking request does not guarantee acceptance.
 - f) Once your booking is accepted, you will receive confirmation by email. A legally binding contract is formed at this point.
 - g) Preformers reserves the right to refuse bookings at its discretion.
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2. Payment

- a) All prices are displayed in GBP and include VAT where applicable.
- b) Payment must be made using one of the approved payment methods available at checkout.
- c) Payments are securely processed through third-party providers such as Stripe or PayPal. Preformers is not responsible for payment processing errors caused by these providers.

- d) By making payment, you confirm that you are authorised to use the payment method provided.
 - e) If payment is declined or unauthorised, the booking may be cancelled.
 - f) Preformers reserves the right to correct obvious pricing errors.
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3. Class Fees, Blocks and Renewals

- a) Some classes may operate on a termly block-booking basis.
 - b) Fees must be paid by the stated payment deadline to secure your child's place.
 - c) Failure to pay by the deadline may result in your child's place being released.
 - d) Missed classes are non-refundable and cannot usually be transferred.
 - e) Where possible, and entirely at Preformers' discretion, a make-up session may occasionally be offered.
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4. Cancellation by Preformers

- a) Preformers reserves the right to cancel, postpone, or rearrange Sessions due to illness, venue issues, low attendance, adverse weather, safeguarding concerns, or circumstances beyond reasonable control.
 - b) Where this occurs, you will be offered either:
 - A replacement session
 - A class credit
 - A refund for the affected session(s)
 - c) Refunds will only apply to sessions cancelled directly by Preformers.
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5. Cancellation by You

- a) Under the Consumer Contracts Regulations 2013, bookings for leisure activities on specific dates are exempt from the standard 14-day cancellation period.
 - b) Once a booking has been confirmed, fees are non-refundable unless otherwise stated in these Terms.
 - c) If your child is unable to attend due to illness, holiday, or other personal circumstances, refunds or credits are not guaranteed.
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6. Age Requirements

- a) Classes are designed for children aged approximately 2–5 years unless otherwise stated.
 - b) Parents/carers must provide an accurate date of birth during booking.
 - c) Preformers reserves the right to move children into the most suitable class based on age and development.
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7. Attendance

- a) Regular attendance is encouraged to support your child's enjoyment and development.
 - b) Parents/carers should notify Preformers if their child will be absent.
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8. Behaviour and Conduct

- a) Preformers is committed to providing a safe, inclusive, and welcoming environment.
 - b) Discrimination, bullying, abusive behaviour, intimidation, or inappropriate language will not be tolerated.
 - c) Parents/carers remain responsible for their child's behaviour at all times.
 - d) Preformers reserves the right to ask any participant or attendee to leave a Session if behaviour is deemed unsafe, disruptive, or inappropriate.
 - e) Serious incidents may result in removal from future Sessions without refund.
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9. Parental Supervision

- a) Parents/carers must remain on the premises during Sessions unless explicitly agreed otherwise.
 - b) Parents/carers are responsible for supervising their child before, during, and after the Session.
 - c) Parents/carers are encouraged to participate where appropriate.
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10. Health and Safety

- a) Parents/carers must disclose any medical conditions, allergies, disabilities, behavioural needs, or additional support requirements that may affect participation.

- b) Children who are unwell, infectious, or displaying symptoms of contagious illness should not attend Sessions.
 - c) Preformers maintains appropriate public liability insurance and safeguarding procedures.
 - d) Session leaders hold enhanced DBS checks and appropriate first aid qualifications.
 - e) Risk assessments are undertaken for venues and activities; however, participation always carries some level of inherent risk.
 - f) Preformers accepts no responsibility for injury or loss except where caused by negligence or where liability cannot legally be excluded.
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11. Safeguarding

- a) Preformers is committed to safeguarding and promoting the welfare of children.
 - b) All safeguarding concerns will be handled in accordance with Preformers' Safeguarding Policy.
 - c) Parents/carers can request copies of safeguarding policies at any time.
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12. Hygiene and Illness

- a) Equipment and props are regularly cleaned and checked for safety.
 - b) Parents/carers should encourage good hygiene practices during Sessions.
 - c) Please notify Preformers if your child develops a contagious illness shortly after attending a Session.
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13. Photography and Videography

- a) Parents/carers may take photographs or videos of their own child for personal use only.
 - b) Photographs or videos of other children or attendees must not be shared publicly without express permission.
 - c) Preformers may occasionally take photographs or videos for marketing or promotional purposes.
 - d) Consent for promotional photography may be withdrawn at any time in writing.
 - e) Preformers reserves the right to prohibit photography or filming during any Session.
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14. Personal Belongings

- a) Personal belongings are brought to Sessions at your own risk.
 - b) Preformers accepts no responsibility for lost, damaged, or stolen items.
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PART 3 – GENERAL TERMS

1. Liability

- a) Nothing in these Terms excludes or limits liability for:
 - Death or personal injury caused by negligence
 - Fraud or fraudulent misrepresentation
 - Any liability which cannot legally be excluded
 - b) Your statutory rights remain unaffected.
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2. Preformers' Liability to You

- a) If Preformers breaches these Terms, we are responsible only for foreseeable loss or damage directly caused by that breach.
 - b) Preformers shall not be liable for indirect or unforeseeable losses.
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3. Complaints Procedure

- a) Preformers aims to provide high-quality classes and customer service.
- b) If you have a complaint or concern, please contact Rosemar