

THEATREBUGS NURSERIES, SCHOOLS & CHILDREN'S CENTRES TERMS AND CONDITIONS

1. Definitions

- 1.1 "Booking Form" means the form relating to the booking of the Class(es).
- 1.2 "Children" means the children at the Nursery/School who attend the Class(es).
- 1.3 "Class(es)" means a children's drama, music and dance class or a series of children's drama, music and dance classes taught by THEATREBUGS (or by such person as THEATREBUGS may direct) at the Premises in such format as THEATREBUGS shall from time to time determine.
- 1.4 "Contract" means any contract between the Nursery/School and THEATREBUGS in respect of the provision of the Class(es), incorporating these Terms.
- 1.5 "Fee" means the amount payable for the Class(es) as detailed in the Booking Form and specified on the Invoice.
- 1.6 "Invoice" means the invoice issued by THEATREBUGS to the Nursery/School.
- 1.7 "THEATREBUGS" means the Theatrebugs Partnership owned by Paula O Donohue and Kristyanne Stanley
- 1.8 "Nursery/School" means the Nursery/School which contracts with THEATREBUGS to provide the Class(es) at the Premises.
- 1.9 "Premises" means the Nursery/School's premises at which THEATREBUGS provides the Class(es).
- 1.10 "Terms" means these terms and conditions and any special terms and conditions agreed in writing by THEATREBUGS and the Nursery/School.

2. Acceptance of Terms and Conditions

- 2.1 These Terms are the terms and conditions upon which a booking for the Class(es) is accepted by THEATREBUGS and shall apply to the provision of all Class(es) by THEATREBUGS to the Nursery/School to the exclusion of all other terms and conditions. The Terms may be amended or updated by THEATREBUGS from time to time and such amendments shall be advised to the Nursery/School in writing. All references to the Terms shall mean the Terms as amended or substituted from time to time.
- 2.2 No variations or addition to the Terms shall be binding unless agreed in writing by THEATREBUGS.
- 2.3 All bookings for the Class(es) shall be deemed to be an offer by the Nursery/School to purchase the Class(es) pursuant to these Terms which THEATREBUGS is free to accept or decline in its absolute discretion.
- 2.4 The Terms shall be deemed to have been accepted and agreed to by the Nursery/School upon signature of the Booking Form and shall be binding on THEATREBUGS and a Contract formed upon confirmation of the Booking Form or commencement of the first Class whichever is the earlier.
- 2.5 The Nursery/School acknowledges and accepts that it is contracting with THEATREBUGS a franchisee of Theatrebugs Limited and not Theatrebugs Limited therefore the Nursery/School shall have no cause of action whatsoever against Theatrebugs Limited whether in contract or otherwise.

3. Fee and Payment

- 3.1 Payment of the Fee shall be due by the Nursery/School to THEATREBUGS immediately on the date of the Invoice and must be received within 30 days after that date. After this 30 day period THEATREBUGS may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 2 percent per annum above the Bank of England's base lending rate whether before or after judgement accruing daily and compounded quarterly. THEATREBUGS reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Time for payment shall be of the essence unless THEATREBUGS agrees otherwise in writing.
- 3.2 VAT, if applicable, shall be added to the Fee at the current rate from time to time in force which the Nursery/School shall pay.
- 3.3 Subject to clauses 4.4, 4.5 and 6.2, the Fee is non-refundable except with the prior written agreement of THEATREBUGS.
- 3.4 THEATREBUGS agrees that in the event that the Nursery/School makes a charge to the parents or guardians of the Children in respect of the Class(es), such charge shall not exceed the price currently charged by THEATREBUGS for similar classes in the relevant Theatrebugs franchise area as notified by THEATREBUGS.
- 3.5 THEATREBUGS may suspend the provision of the classes without liability where the Nursery/School has failed to pay any sum due to THEATREBUGS after 90 days of that sum being due. The provision of the Classes shall resume once THEATREBUGS has received, in cleared funds, all sums due including any accrued interest. This right of suspension is without prejudice to THEATREBUGS's right to terminate in accordance with these Terms. During the period of suspension, the Nursery/School shall remain liable for any Fees incurred or any costs or losses sustained by THEATREBUGS from any breach of the Terms.

4. Cancellation Policy and Terms

- 4.1 The Contract will continue for the period as set out in the Booking Form during which time THEATREBUGS will provide the Class(es) as set out therein.
- 4.2 THEATREBUGS reserves the right to replace any teacher of a Class without notice to the Nursery/School at any time prior to that Class without any liability arising from such a change except in accordance with these Terms.
- 4.3 THEATREBUGS may cancel the Contract in its absolute discretion, at any time before the Class(es) take place for any reason whatsoever. THEATREBUGS shall not be liable for any loss, damage or expenses whatsoever arising from such cancellation.
- 4.4 The Nursery/School may only cancel a Class by providing at least 3 weeks written notice to THEATREBUGS prior to the date of the Class being cancelled. Any attempt by the Nursery/School to cancel other than in accordance with this clause 4.4 shall be entirely in THEATREBUGS's discretion and subject to clause 4.6. In the event of Nursery/School closure owing to Acts of God, THEATREBUGS requires three hours notice in order to cancel the class. THEATREBUGS reserves the right to issue a cancellation fee.
- 4.5 The Nursery/School may cancel the Contract subject to the consent of THEATREBUGS by providing at least 6 weeks written notice to THEATREBUGS before the date of the first Class as set out in the Booking Form. Any attempt by the Nursery/School to cancel other than in accordance with this clause 4.5 shall be entirely in THEATREBUGS's discretion and subject to clause 4.6.
- 4.6 If the Nursery/School cancels a Class or the Contract otherwise than in accordance with clauses 4.4 or 4.5 the full cost of the Class or the Contract will be invoiced by THEATREBUGS and become immediately due in accordance with these Terms.

5. Nursery/School's Responsibility

- 5.1 The Nursery/School warrants and represents that:
 - 5.1.1 the information set out on the Booking Form is accurate in all respects and that the Nursery/School will notify THEATREBUGS of any change in such information immediately;

- 5.1.2 for the duration of each Class, Children up to the age of 2 years will be accompanied on a ratio of at least one adult for every three Children, Children aged 2-3 years will be accompanied on a ratio of at least one adult for every four Children and Children aged 4-5 years will be accompanied on a ratio of at least one adult to every eight Children;
- 5.1.3 at all times during the Contract the Nursery/School shall maintain with a reputable insurance company such insurance as would be reasonable for a prudent Nursery/School caring for young children including public liability insurance and shall provide a copy of such insurance policy to THEATREBUGS on request.
- 5.1.4 The Nursery/School shall obtain all relevant licences including a public performance licence and shall provide a copy of such licences to THEATREBUGS on request.
- 5.1.5 The Nursery/School acknowledges and agrees that Children shall be deemed to be under its direction, care and control throughout the Class(es) and the Nursery/School shall be responsible for the welfare and conduct of the Children throughout the Class(es).
- 5.2 The Nursery/School shall indemnify and keep indemnified THEATREBUGS against all loss (including loss of profit), claims, liability, costs and expenses which THEATREBUGS shall incur directly or indirectly as a consequence of any negligence, breach of contract or any other wrongful act or omission by the Nursery/School, its employees, agents, representatives or contractors.

6. Exclusions of Liability – The Nursery/School's attention is particularly drawn to this clause

- 6.1 THEATREBUGS warrants that the Class(es) will be performed by THEATREBUGS using reasonable skill and care.
- 6.2 If THEATREBUGS is in breach of the warranty in clause 6.1, THEATREBUGS shall refund the Fee or such part of the Fee as THEATREBUGS considers reasonable in its sole and absolute discretion upon which it shall have no further liability in this regard.
- 6.3 All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 Nothing in these Terms excludes or limits the liability of THEATREBUGS:
 - 6.4.1 for death or personal injury caused by the negligence of THEATREBUGS, its teachers, employees or agents;
 - 6.4.2 for fraud or fraudulent misrepresentation; or
 - 6.4.3 for any matter which it would be illegal for THEATREBUGS to exclude or attempt to exclude its liability.
- 6.5 Subject to the provisions contained in this clause 6, THEATREBUGS, its teachers, employees or agents shall not be liable for any loss (consequential, indirect or otherwise), damage, loss of profits, expense or delay suffered or incurred by the Nursery/School, the Children or any other party arising directly or indirectly or in any way connected with the Contract including but not limited to, THEATREBUGS's deliberate personal repudiatory breach of the Terms, the unavailability of a teacher, the postponement or cancellation of the Class(es) (or any part of it or them) or any other act or omission on the part of THEATREBUGS or any of its teachers, employees or agents even if such act or omission is negligent.
- 6.6 Subject to clause 6.5, the Nursery/School acknowledges that the maximum aggregate liability of THEATREBUGS to the Nursery/School under these Terms shall not exceed the Fee.

7. General

- 7.1 Any notices to be sent by either party to the other shall be sent by pre-paid first class post or hand delivered to the registered address of the relevant party or any address provided on the Booking Form and shall be deemed to have been received by the addressee within 48 hours of posting if sent by post, and immediately if personally delivered so long as such personal delivery occurs during normal business hours on a normal business day.
- 7.2 If any court, or competent authority decides that any of the provisions of the Contract is invalid, unlawful or unenforceable to any extent, the provision will to that extent only be severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
- 7.3 These Terms constitute the entire agreement between the Nursery/School and THEATREBUGS hereto and supersede all prior agreements and understandings between them. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of the Contract.
- 7.4 No term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 7.5 The failure of THEATREBUGS to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right nor operate to bar the exercise of enforcement of it at any time or times thereafter.
- 7.6 The Contract shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.

AFTER SCHOOL & HOLIDAY WORKSHOPS T&Cs

1.

Definitions

- 1.1 "Agreement" means these Terms and the Booking Form.
- 1.2 "Booking Form" means the form relating to the booking of the Pupil on the course.
- 1.3 "Carer" means the person/persons who attend the course or any part of it, with the Pupil.
- 1.4 "Fee" means the monetary cost per course of classes as specified on the Booking Form.
- 1.5 "Parent" means a parent or legal guardian who will be responsible for the payment of fees, and who is the contracting party to this Agreement.
- 1.6 "Premises" means the premises where the classes take place.
- 1.7 "Pupil" means the child attending the course, whose details are specified by the Parent or Carer on the Booking Form.
- 1.8 "Terms" means these terms and conditions set out in this document and any other special terms and conditions as agreed in writing by Theatrebugs.
- 1.9 "Theatrebugs" means the Franchisee of Theatrebugs Limited with whom the Parent has entered into this Agreement.

2.

Acceptance of Terms and Conditions

- 2.1 The booking and teaching of the classes by Theatrebugs are subject to these Terms to the exclusion of all other terms and conditions.
- 2.2 No variation or addition to these Terms shall be binding unless agreed in writing by Theatrebugs. If Theatrebugs gives the Parent prior notice of any changes to these Terms the Parent may choose to cancel the Agreement in accordance with clause 5 without penalty before the new terms affect the Parent.
- 2.3 These Terms shall be deemed to be to have been accepted by the Parent and shall be binding on the Parent and Theatrebugs upon confirmation of the Booking Form, the payment of the Fee or the start of the class, whichever is the earlier.
- 2.4 The Parent and/or Carer agrees to keep the content of the Theatrebugs class and the Theatrebugs training program strictly confidential and not to copy or use any aspect of the Theatrebugs class or training program other than during such class.
- 2.5 The Parent acknowledges and accepts that it is contracting with Theatrebugs a franchisee of Theatrebugs Limited and not Theatrebugs Limited therefore the Parent shall have no cause of action whatsoever against Theatrebugs Limited whether in contract or otherwise.

3.

Fee and Payment

- 3.1 The Parent shall pay the Fee set out on the Booking Form to Theatrebugs prior to the Pupil commencing the course.
- 3.2 Payment of the Fee shall be due to Theatrebugs immediately on the date the Booking Form is signed by the Parent or an invoice is raised by Theatrebugs, whichever is the earlier, and must be received within 30 days after that date. After this 30 day period Theatrebugs may charge daily interest on outstanding accounts, until payment in full is received, at a rate equal to 2 percent per annum above the Bank of England's base lending rate whether before or after judgment accruing daily and compounded quarterly.
- 3.3 VAT, if applicable, shall be added to the Fee on the Booking Form at the current rate from time to time in force which the Parent shall pay.
- 3.4 The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Theatrebugs unless the Pupil has attended the first class of the course and within 24 hours of the end of that first class the Parent has given written notice that the Pupil will not be continuing to attend the remainder of the course, any course Fee already paid will be refunded in full to the Parent by Theatrebugs.

4.

The Classes

- 4.1 Unless Theatrebugs is prevented from doing so by a Force Majeure Event, it will provide the classes which will:
 - 4.1.1 conform in all material respects with their description;
 - 4.1.2 be carried out with reasonable care and skill;
 - 4.1.3 be fit for any purpose Theatrebugs say the classes are fit for, or for any purpose for which the Parent uses the classes; and
 - 4.1.4 comply with all applicable statutory and regulatory requirements for supplying the classes in the United Kingdom.
- 4.2 This warranty is in addition to the Parent's legal rights in relation to the classes which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 These Terms apply to any replacement classes Theatrebugs supply to the Parent in the unlikely event that the original classes do not conform with these Terms.
- 4.4 Theatrebugs only supplies the classes for domestic and private use, and the Parent agrees not to use the classes or information received from the classes for any commercial purpose.

5.

Cancellation

- 5.1 Theatrebugs may cancel this Agreement at any time before the Pupil commences the course for any reason whatsoever.
- 5.2 In the event of cancellation by Theatrebugs prior to the commencement of the course by the Pupil, Theatrebugs will refund the proportion of the Fee for the outstanding classes.
- 5.3 Theatrebugs will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control (Force Majeure Event).
- 5.4 A Force Majeure Event excludes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
 - 5.4.1 civil commission, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 5.4.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 5.4.3 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 5.4.4 impossibility of the use of public or private telecommunications networks.
- 5.5 Theatrebugs' obligations under these Terms are suspended for the period that the Force Majeure Event continues, and it will extend the time these

obligations for the duration of that period. Theatrebugs will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.

6.

Intellectual Property Rights

- 6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that Theatrebugs has prepared or produced in connection with the classes will belong to Theatrebugs absolutely.
- 6.2 The Parent may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

7.

Parents Responsibility

- 7.1 The Parent warrants and represents that:
 - 7.1.1 the information set out in the Booking Form whether completed and or signed by the Parent or by the Carer on behalf of the Parent, is accurate in all respects and the Parent will notify Theatrebugs of any change in such information immediately; and
 - 7.1.2 when attending the course, neither the Pupil or the Parent will be suffering from any illness, infectious disease or anything similar thereto.
- 7.2 The Parent acknowledges and agrees that Theatrebugs reserves the right to replace any teacher of a class without notice to the Parent at any time prior to that class without any liability arising from such a change except in accordance with these Terms.
- 7.3 The Parent shall indemnify and keep indemnified Theatrebugs against all loss, liability, costs and expenses which Theatrebugs shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.

8.

Discipline

- 8.1 In the event that Theatrebugs determines the behavior of the Pupil to be unacceptable, Theatrebugs shall be entitled to exclude the Pupil from the course and Premises permanently or for such period as Theatrebugs shall in its entire discretion determine.
- 8.2 The standard of behavior which is to be regarded as unacceptable at a course or on Premises under clause 8.1 shall be determined by Theatrebugs and the Parent agrees and accepts the decision of Theatrebugs which shall be final.

9.

Exclusion of Liability

- 9.1 Subject to clause 9.2, if Theatrebugs fails to comply with these Terms it shall not be responsible for any losses that the Parent suffers as a result, except for those losses which it could reasonably foresee would result from the failure to comply with these Terms.
- 9.2 Theatrebugs shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
 - 9.2.1 loss of income or revenue;
 - 9.2.2 loss of business;
 - 9.2.3 loss of anticipated savings; or
 - 9.2.4 loss of data.However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, the Parent's physical property.
- 9.3 This clause does not exclude or limit in any way Theatrebugs' liability for:
 - 9.3.1 death or personal injury caused by our negligence; or
 - 9.3.2 fraud or fraudulent misrepresentation; or
 - 9.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 9.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - 9.3.5 any other matter for which it would be illegal or unlawful for Theatrebugs to exclude or attempt to exclude its liability.
- 9.4 The Parent agrees that any claim against Theatrebugs or any practitioner, employee or agent of Theatrebugs must be bought within 60 days of the event that gave rise to such claim. The Parent agrees any claim made thereafter should be discussed.
- 9.5 The Parent acknowledges, warrants and undertakes that the maximum aggregate liability of Theatrebugs to the Parent. Under these Terms shall not exceed the Fee.
- 9.6 All warranties and conditions whether implied by statute or otherwise are so far as is permitted excluded from this Agreement.

10.

General

- 10.1 Any notices to be sent by either party to the other shall be sent pre-paid recorded delivery or registered the post or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting if sent by the post and immediately if hand delivered. Theatrebugs do not except service of documents by email or fax.
- 10.2 If any court or competent authority decides that any provision of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 10.3 The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.
- 10.4 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of this Agreement.
- 10.5 No term of the Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 10.6 This Agreement shall be governed by English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

Under 5s Clubs Terms and Conditions

- 1. Definitions**
- 1.1 "Agreement" means these Terms and the Booking Form.
- 1.2 "Booking Form" means the form relating to the booking of the Pupil on the course.
- 1.3 "Carer" means the person/persons who attend the course or any part of it, with the Pupil.
- 1.4 "Fee" means the monetary cost per course of classes as specified on the Booking Form.
- 1.5 "Parent" means a parent or legal guardian who will be responsible for the payment of fees, and who is the contracting party to this Agreement.
- 1.6 "Premises" means the premises where the classes take place.
- 1.7 "Pupil" means the child attending the course, whose details are specified by the Parent or Carer on the Booking Form.
- 1.8 "Terms" means these terms and conditions set out in this document and any other special terms and conditions as agreed in writing by Theatrebugs.
- 1.9 "Theatrebugs" means the Franchisee of Theatrebugs Limited with whom the Parent has entered into this Agreement.

- 2. Acceptance of Terms and Conditions**
- 2.1 The booking and teaching of the classes by Theatrebugs are subject to these Terms to the exclusion of all other terms and conditions.
- 2.2 No variation or addition to these Terms shall be binding unless agreed in writing by Theatrebugs. If Theatrebugs gives the Parent prior notice of any changes to these Terms the Parent may choose to cancel the Agreement in accordance with clause 5 without penalty before the new terms affect the Parent.
- 2.3 These Terms shall be deemed to be to have been accepted by the Parent and shall be binding on the Parent and Theatrebugs upon confirmation of the Booking Form, the payment of the Fee or the start of the class, whichever is the earlier.
- 2.4 The Parent and/or Carer agrees to keep the content of the Theatrebugs class and the Theatrebugs training program strictly confidential and not to copy or use any aspect of the Theatrebugs class or training program other than during such class.
- 2.5 The Parent acknowledges and accepts that it is contracting with Theatrebugs a franchisee of Theatrebugs Limited and not Theatrebugs Limited therefore the Parent shall have no cause of action whatsoever against Theatrebugs Limited whether in contract or otherwise.

- 3. Fee and Payment**
- 3.1 The Parent shall pay the Fee set out on the Booking Form to Theatrebugs prior to the Pupil commencing the course.
- 3.2 Payment of the Fee shall be due to Theatrebugs immediately on the date the Booking Form is signed by the Parent or an invoice is raised by Theatrebugs, whichever is the earlier, and must be received within 30 days after that date. After this 30 day period Theatrebugs may charge daily interest on outstanding accounts, until payment in full is received, at a rate equal to 2 percent per annum above the Bank of England's base lending rate whether before or after judgment accruing daily and compounded quarterly.
- 3.3 VAT, if applicable, shall be added to the Fee on the Booking Form at the current rate from time to time in force which the Parent shall pay.
- 3.4 The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Theatrebugs unless the Pupil has attended the first class of the course and within 24 hours of the end of that first class the Parent has given written notice that the Pupil will not be continuing to attend the remainder of the course, any course Fee already paid will be refunded in full to the Parent by Theatrebugs.

- 4. The Classes**
- 4.1 Unless Theatrebugs is prevented from doing so by a Force Majeure Event, it will provide the classes which will:
- 4.1.1 conform in all material respects with their description;
- 4.1.2 be carried out with reasonable care and skill;
- 4.1.3 be fit for any purpose Theatrebugs say the classes are fit for, or for any purpose for which the Parent uses the classes; and
- 4.1.4 comply with all applicable statutory and regulatory requirements for supplying the classes in the United Kingdom.
- 4.2 This warranty is in addition to the Parent's legal rights in relation to the classes which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 These Terms apply to any replacement classes Theatrebugs supply to the Parent in the unlikely event that the original classes do not conform with these Terms.
- 4.4 Theatrebugs only supplies the classes for domestic and private use, and the Parent agrees not to use the classes or information received from the classes for any commercial purpose.

- 5. Cancellation**
- 5.1 Theatrebugs may cancel this Agreement at any time before the Pupil commences the course for any reason whatsoever.
- 5.2 In the event of cancellation by Theatrebugs prior to the commencement of the course by the Pupil, Theatrebugs will refund the proportion of the Fee for the outstanding classes.
- 5.3 Theatrebugs will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control (Force Majeure Event).
- 5.4 A Force Majeure Event excludes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- 5.4.1 civil commission, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- 5.4.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- 5.4.3 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- 5.4.4 impossibility of the use of public or private telecommunications networks.
- 5.5 Theatrebugs' obligations under these Terms are suspended for the period that the Force Majeure Event continues, and it will extend the time to perform these obligations for the duration of that period. Theatrebugs will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.

- 6. Intellectual Property Rights**
- 6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that Theatrebugs has prepared or produced in connection with the classes will belong to Theatrebugs absolutely. The Parent may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

- 7. Parents Responsibility**
- 7.1 The Parent warrants and represents that:
- 7.1.1 the information set out in the Booking Form whether completed and or signed by the Parent or by the Carer on behalf of the Parent, is accurate in all respects and the Parent will notify Theatrebugs of any change in such information immediately;
- 7.1.2 each Pupil will be accompanied during the class at all times by either the Parent or Carer;
- 7.1.3 when attending the course, neither the Pupil, Carer or the Parent or both will be suffering from any illness, infectious disease or anything similar thereto.
- 7.2 The Parent acknowledges and agrees that:
- 7.2.1 the Pupil shall be deemed to be under the direction, care and control of the Carer or the Parent throughout the class and they shall be responsible for the welfare of and conduct of the Pupil throughout the class and whilst the Pupil is on the Premises; and
- 7.2.2 Theatrebugs reserves the right to replace any teacher of a class without notice to the Parent at any time prior to that class without any liability arising from such a change except in accordance with these Terms.
- 7.3 The Parent shall indemnify and keep indemnified Theatrebugs against all loss, liability, costs and expenses which Theatrebugs shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.

- 8. Discipline**
- 8.1 In the event that Theatrebugs determines the behavior of the Pupil and/or the Carer and/or the Parent to be unacceptable, Theatrebugs shall be entitled to exclude any of them from the course and Premises permanently or for such period as Theatrebugs shall in its entire discretion determine.
- 8.2 The standard of behavior which is to be regarded as unacceptable at a course or on Premises under clause 8.1 shall be determined by Theatrebugs and the Parent agrees and accepts the decision of Theatrebugs which shall be final.

- 9. Exclusion of Liability**
- 9.1 Subject to clause 9.2, if Theatrebugs fails to comply with these Terms it shall not be responsible for any losses that the Parent suffers as a result, except for those losses which it could reasonably foresee would result from the failure to comply with these Terms.
- 9.2 Theatrebugs shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
- 9.2.1 loss of income or revenue;
- 9.2.2 loss of business;
- 9.2.3 loss of anticipated savings; or
- 9.2.4 loss of data.
- 9.3 However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, the Parent's physical property. This clause does not exclude or limit in any way Theatrebugs' liability for:
- 9.3.1 death or personal injury caused by our negligence; or
- 9.3.2 fraud or fraudulent misrepresentation; or
- 9.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 9.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 9.3.5 any other matter for which it would be illegal or unlawful for Theatrebugs to exclude or attempt to exclude its liability.
- 9.4 The Parent agrees that any claim against Theatrebugs or any practitioner, employee or agent of Theatrebugs must be brought within 60 days of the event that gave rise to such claim. The Parent agrees any claim made thereafter should be discussed.
- 9.5 The Parent acknowledges, warrants and undertakes that the maximum aggregate liability of Theatrebugs to the Parent. Under these Terms shall not exceed the Fee.
- 9.6 All warranties and conditions whether implied by statute or otherwise are so far as is permitted excluded from this Agreement.

- 10. General**
- 10.1 Any notices to be sent by either party to the other shall be sent pre-paid recorded delivery or registered the post or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting if sent by the post and immediately if hand delivered. Theatrebugs do not except service of documents by email or fax.
- 10.2 If any court or competent authority decides that any provision of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 10.3 The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.
- 10.4 This Agreement constitutes the entire agreement between the parties and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is no contained herein shall be binding or form part of this Agreement.
- 10.5 No term of the Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 10.6 This Agreement shall be governed by English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

PRIVATE CLASSES TERMS AND CONDITIONS

1. Definitions

- 1.1 "Additional Fees" means the fees for any examination provided in accordance with the Private Classes in addition to any administrative fees the Company may charge.
- 1.2 "Booking Form" means the form relating to the booking of the Private Classes.
- 1.3 "Carer" means the person or persons who attend the course or any part of it, with the Pupil.
- 1.4 "Class(es)" or "Private Class(es)" means a children's drama, music and dance class or a series of children's drama, music and dance classes taught by Theatrebugs (or by such person as Theatrebugs may direct) at the Premises in such format as Theatrebugs shall from time to time determine.
- 1.5 "Contract" means any contract between the Parent and Theatrebugs in respect of the provision of the Private Classes, incorporating these Terms and the Booking Form.
- 1.6 "Fee" means the amount payable for the Private Classes as detailed in the Booking Form and, if applicable, specified on the Invoice.
- 1.7 "Invoice" means the invoice issued by Theatrebugs to the Parent.
- 1.8 "Parent" means a Parent or legal guardian who will be responsible for the payment of fees, and who is the contracting party to this Contract.
- 1.9 "Premises" means the Parent premises at which Theatrebugs provides Private Classes.
- 1.10 "Pupil" means the child or children attending the course, whose details are specified by the Parent or Carer on the Booking Form.
- 1.11 "Terms" means these terms and conditions and any special terms and conditions agreed in writing by Theatrebugs and the Parent
- 1.12 "Theatrebugs" means the Franchisee of Theatrebugs Limited with whom the Parent has entered into the Contract.
- 1.13 "Theatrebugs Limited" means the company registered at Companies House under company number 06763532 with a registered office at 72 Prices Court, Cotton Row, London, United Kingdom, SW11 3YS.

2. Acceptance of Terms and Conditions

- 2.1 The booking and teaching of the Private Classes by Theatrebugs are subject to these Terms to the exclusion of all other terms and conditions.
- 2.2 No variation or addition to these Terms shall be binding unless agreed in writing by Theatrebugs. If Theatrebugs gives the Parent prior notice of any changes to these Terms, the Parent may choose to cancel the Contract in accordance with clause 5.1 of this Contract without penalty before the new terms affect the Parent.
- 2.3 These Terms shall be deemed to have been accepted by the Parent and shall be binding on the Parent and Theatrebugs upon confirmation of the Booking Form, the payment of the Fee or the start of the class, whichever is the earlier.
- 2.4 The Parent agrees to keep the content of the Theatrebugs class and Theatrebugs training program strictly confidential and not to copy or use any aspect of the Theatrebugs class or training program other than during such class.
- 2.5 The Parent acknowledges and accepts that it is contracting with Theatrebugs, a franchisee of Theatrebugs Limited, and not Theatrebugs Limited and the Parent shall therefore have no cause of action whatsoever against Theatrebugs Limited whether in contract or otherwise.

3. Fee and Payment

- 3.1 Payment of the Fee shall be due from the Parent to Theatrebugs immediately on the date the Booking Form is signed by the Parent or an invoice is raised by Theatrebugs, whichever is earlier, and must be received within 21 days after that date. After this 21 day period, Theatrebugs may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 2 percent per annum above the Bank of England's base lending rate whether before or after judgement accruing daily and compounded quarterly.
- 3.2 VAT, if applicable, shall be added to the Fee at the current rate from time to time in force which the Parent shall pay.
- 3.3 In addition to the Fee, the Parent agrees to pay any Additional Fees that may arise under this Contract.
- 3.4 Subject to clauses 5.1 and 5.3, the Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Theatrebugs unless the Pupil has attended the first class of the course and within 24 hours of the end of that first class

the Parent has given written notice that the Pupil will not be continuing to attend the remainder of the course. Any course Fee already paid will be refunded in full to the Parent by Theatrebugs.

- 3.5 Theatrebugs may suspend the provision of the classes to the Pupil without liability where the Parent has failed to pay any sum due to Theatrebugs after 90 days of that sum being due. The provision of the Classes shall resume once Theatrebugs has received, in cleared funds, all sums due including any accrued interest. This right of suspension is without prejudice to Theatrebugs' right to terminate in accordance with these Terms. During the period of suspension, the Parent shall remain liable for any Fees incurred or any costs or losses sustained by Theatrebugs from any breach of the Terms.

4. The Private Classes

- 4.1 Unless Theatrebugs is prevented from doing so by a Force Majeure Event, it will provide the classes which will:
 - 4.1.1 conform in all material respects with their description;
 - 4.1.2 be carried out with reasonable care and skill;
 - 4.1.3 be fit for any purpose Theatrebugs says the classes are fit for; and
 - 4.1.4 comply with all applicable statutory and regulatory requirements for supplying the classes in the United Kingdom.
- 4.2 The warranties at clause 4.1 are in addition to the Parent's legal rights in relation to the classes which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 Theatrebugs reserves the right to replace any teacher of a Class without notice to the Parent at any time prior to that Class without any liability arising from such a change except in accordance with these Terms.
- 4.4 Theatrebugs provides no warranty that a Pupil will pass any examination taken associated with the Private Classes and is not liable in any respect for any loss suffered from such failure except as set out in these Terms.
- 4.5 These Terms apply to any replacement classes Theatrebugs supplies to the Parent in the unlikely event that the original classes do not conform with these Terms.
- 4.6 Theatrebugs only supplies the classes for domestic and private use, and the Parent agrees not to use the classes or information received from the classes for any commercial purpose.
- 4.7 In the event that Theatrebugs determines the behaviour of the Pupil and / or the Carer and/or the Parent to be unacceptable, Theatrebugs shall be entitled to exclude any Pupil, Carer or Parent from the course and Premises permanently or for such period as Theatrebugs shall in its entire discretion determine.
- 4.8 The standard of behaviour which is to be regarded as unacceptable at a course or on Premises under clause 4.7 shall be determined by Theatrebugs and the Parent agrees and accepts the decision of Theatrebugs which shall be final.

5. Cancellation

- 5.1 Either party may cancel this Contract at any time for any reason whatsoever by giving 14 days written notice.
- 5.2 In the event that this Contract is cancelled by the Parent, the Parent's liability to Theatrebugs shall be limited to of all costs reasonably incurred by Theatrebugs in fulfilling the terms of the Contract until Theatrebugs receives written notice of the Parent's cancellation.
- 5.3 Upon cancellation by the Parent in accordance with Clause 5.2, the sum of reasonable costs incurred by Theatrebugs shall be invoiced and become immediately payable. If the Parent has paid for the Private Classes prior to cancellation of the Contract pursuant to this clause, the reasonable costs incurred shall be deducted from this payment and the remaining sum, if any, shall be returned to the Parent.
- 5.4 In the event of cancellation of this Contract by Theatrebugs, prior to the commencement of the Class, Theatrebugs shall refund to the Parent the proportion of the Fee for outstanding classes.
- 5.5 Theatrebugs will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control (Force Majeure Event).

- 5.6 A Force Majeure Event excludes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (but without limitation), the following:
- 5.6.1 civil commission, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 5.6.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 5.6.3 impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 5.6.4 impossibility of use of public or private telecommunications networks
- 5.7 Theatrebugs' obligations under these Terms are suspended for the period that the Force Majeure Event continues, and it will extend the time to perform these obligations for the duration of that period. Theatrebugs will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.
- 6. Intellectual Property Rights**
- 6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that Theatrebugs has prepared or produced in connection with the classes will belong to Theatrebugs absolutely.
- 6.2 The Parent may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.
- 7. Parents Responsibility**
- 7.1 The Parent warrants and represents that:
- 7.1.1 the information set out on the Booking Form, whether completed and or signed by the Parent, is accurate in all respects and that the Parent will notify Theatrebugs of any change in such information immediately; and
 - 7.1.2 when attending the Classes, neither the Pupil, Carer or the Parent will be suffering from any illness, infectious disease or anything similar thereto.
 - 7.1.3 The Parent acknowledges and agrees that the Pupil attending the Classes shall be deemed to be under its direction, care and control throughout the Classes and the Parent shall be responsible for the welfare and conduct of the Pupil throughout the Classes.
- 7.2 The Parent agrees and accepts that Pupils aged up to 5 years will be the responsibility of the Parent during each Class. The Parent agrees that it will provide one Carer at each Class for each Pupil under the age of 5 listed on the Booking Form.
- 7.3 Notwithstanding Clause 7.2 if a Parent is responsible for multiple pupils attending a Class under this Contract or any other agreement with Theatrebugs, it may provide Carers in the following minimum ratios:
- 7.3.1 one Carer for a maximum 3 pupils under 2 years old attending a Class; and
 - 7.3.2 one Carer for a maximum 4 pupils between 2 and 3 years attending a Class; and
 - 7.3.3 one Carer for a maximum 8 pupils between 4 and 5 years attending a Class.
- 7.4 The Parent must inform Theatrebugs of the Carer responsible for pupils in accordance with Clause 7.2 and 7.3 prior to any Class. If the Parent does not nominate a Carer to fulfil the obligations at 7.2 and 7.3, Theatrebugs reserves the right to refuse the Pupil access to the Class and no refund will be due to the Parent in these circumstances.
- 7.5 The Parent acknowledges and agrees that Theatrebugs reserves the right to replace any teacher of a Class without notice to the Parent at any time prior to that Private Class without any liability arising from such a change except in accordance with these Terms.
- 7.6 The Parent shall indemnify and keep indemnified Theatrebugs against all loss, liability, costs and expenses which Theatrebugs shall incur directly or indirectly as a consequence of any action or inaction of the Parent, Carer or the Pupil.
- 8. Exclusions of Liability**
- 8.1 Subject to clause 8.2, if Theatrebugs fails to comply with these Terms it shall not be responsible for any losses that the Parent suffers as a result, except for those losses which it could reasonably foresee would result from the failure to comply with these Terms.
- 8.2 Theatrebugs shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
- 8.2.1 loss of income or revenue;
 - 8.2.2 loss of business;
 - 8.2.3 loss of anticipated savings; or
 - 8.2.4 loss of data.
- However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, the Parent's physical property.
- 8.3 This clause does not exclude or limit in any way Theatrebugs' liability for:
- 8.3.1 death or personal injury caused by our negligence; or
 - 8.3.2 fraud or fraudulent misrepresentation; or
 - 8.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 8.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - 8.3.5 any other matter for which it would be illegal or unlawful for Theatrebugs to exclude or attempt to exclude its liability.
- 8.4 The Parent agrees that any claim against Theatrebugs or any practitioner, employee or agent of Theatrebugs must be brought within 60 days of the event that gave rise to such a claim. The Parent agrees any claim made thereafter should be discussed.
- 8.5 The Parent acknowledges, warrants and undertakes that the maximum aggregate liability of Theatrebugs to the Parent under these Terms shall not exceed the Fee.
- 8.6 All warranties and conditions whether implied by statute or otherwise are so far as is permitted excluded from this Contract.
- 9. General**
- 9.1 Any notices to be sent by either party to the other shall be sent by pre-paid first class post or hand delivered to the registered address of the relevant party or any address provided on the Booking Form and shall be deemed to have been received by the addressee within 48 hours of posting if sent by post, and immediately if personally delivered so long as such personal delivery occurs during normal business hours on a normal business day.
- 9.2 If any court, or competent authority decides that any of the provisions of the Contract are invalid, unlawful or unenforceable to any extent, the provision will to that extent only be severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
- 9.3 These Terms constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of the Contract.
- 9.4 No term of the Contract will be enforceable under the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.
- 9.5 The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.
- 9.6 This Contract shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.

THEATREBUGS SHOWS TERMS AND CONDITIONS

1. Definitions

- 1.1 "Booking Form" means the form relating to the booking of the Show(s).
- 1.2 "Children" means the children at the Client who attend the Show(s).
- 1.3 "Show(s)" means a performance for children by THEATREBUGS (or by such person as THEATREBUGS may direct) at the Premises in such format as THEATREBUGS shall from time to time determine.
- 1.4 "Contract" means any contract between the Client and THEATREBUGS in respect of the provision of the Show(s), incorporating these Terms.
- 1.5 "Fee" means the amount payable for the Show(s) as detailed in the Booking Form and specified on the Invoice.
- 1.6 "Invoice" means the invoice issued by THEATREBUGS to the Client.
- 1.7 "THEATREBUGS" means the Theatrebugs Partnership owned by Paula O Donohue and Kristyenne Stanley
- 1.8 "Client" means the Client which contracts with THEATREBUGS to provide the Show(s) at the Premises.
- 1.9 "Premises" means the Client's premises at which THEATREBUGS provides the Show(s).
- 1.10 "Terms" means these terms and conditions and any special terms and conditions agreed in writing by THEATREBUGS and the Client.

2. Acceptance of Terms and Conditions

- 2.1 These Terms are the terms and conditions upon which a booking for the Show(s) is accepted by THEATREBUGS and shall apply to the provision of all Show(s) by THEATREBUGS to the Client to the exclusion of all other terms and conditions. The Terms may be amended or updated by THEATREBUGS from time to time and such amendments shall be advised to the Client in writing. All references to the Terms shall mean the Terms as amended or substituted from time to time.
- 2.2 No variations or addition to the Terms shall be binding unless agreed in writing by THEATREBUGS.
- 2.3 All bookings for the Show(s) shall be deemed to be an offer by the Client to purchase the Show(s) pursuant to these Terms which THEATREBUGS is free to accept or decline in its absolute discretion.
- 2.4 The Terms shall be deemed to have been accepted and agreed to by the Client upon signature of the Booking Form and shall be binding on THEATREBUGS and a Contract formed upon confirmation of the Booking Form or commencement of the first Show whichever is the earlier.
- 2.5 The Client acknowledges and accepts that it is contracting with THEATREBUGS a franchisee of Theatrebugs Limited and not Theatrebugs Limited therefore the Client shall have no cause of action whatsoever against Theatrebugs Limited whether in contract or otherwise.

3. Fee and Payment

- 3.1 Payment of the Fee shall be due by the Client to THEATREBUGS immediately on the date of the Invoice and must be received within 30 days after that date and/or 7 working days before the show date (whichever is first). After this 30 day period THEATREBUGS may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 2 percent per annum above the Bank of England's base lending rate whether before or after judgement accruing daily and compounded quarterly. THEATREBUGS reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Time for payment shall be of the essence unless THEATREBUGS agrees otherwise in writing.
- 3.2 VAT, if applicable, shall be added to the Fee at the current rate from time to time in force which the Client shall pay.
- 3.3 Subject to clauses 4.4, 4.5 and 6.2, the Fee is non-refundable except with the prior written agreement of THEATREBUGS.
- 3.4 The Client agrees that in the event that the Client makes a charge to the parents or guardians of the Children in respect of the Show(s), such charge shall not exceed the price currently charged by THEATREBUGS for similar shows in the relevant Theatrebugs franchise area as notified by THEATREBUGS.
- 3.5 THEATREBUGS may withdraw the provision of the show without liability where the Client has failed to pay any sum due to THEATREBUGS after 30 days of that sum being due or 7 working days prior to the show date. The provision of the Shows shall resume once THEATREBUGS has received, in cleared funds, all sums due including any accrued interest. This right of suspension is without prejudice to THEATREBUGS's right to terminate in accordance with these Terms. During the period of suspension, the Client shall remain liable for any Fees incurred or any costs or losses sustained by THEATREBUGS from any breach of the Terms.

4. Cancellation Policy and Terms

- 4.1 The Contract will continue for the period as set out in the Booking Form during which time THEATREBUGS will provide the Show(s) as set out therein.
- 4.2 THEATREBUGS reserves the right to replace any performer of a Show without notice to the Client at any time prior to that Show without any liability arising from such a change except in accordance with these Terms.
- 4.3 THEATREBUGS may cancel the Contract in its absolute discretion, at any time before the Show(s) take place for any reason whatsoever. THEATREBUGS shall not be liable for any loss, damage or expenses whatsoever arising from such cancellation.
- 4.4 The Client may only cancel a Show by providing at least 3 weeks written notice to THEATREBUGS prior to the date of the Show being cancelled. Any attempt by the Client to cancel other than in accordance with this clause 4.4 shall be entirely in THEATREBUGS's discretion and subject to clause 4.6. In the event of Client closure owing to Acts of God, THEATREBUGS requires three hours notice in order to cancel the Show. THEATREBUGS reserves the right to issue a cancellation fee.
- 4.5 The Client may cancel the Contract subject to the consent of THEATREBUGS by providing at least 6 weeks written notice to THEATREBUGS before the date of the first Show as set out in the Booking Form. Any attempt by the Client to cancel other than in accordance with this clause 4.5 shall be entirely in THEATREBUGS's discretion and subject to clause 4.6.
- 4.6 If the Client cancels a Show or the Contract otherwise than in accordance with clauses 4.4 or 4.5 the full cost of the Show or the

Contract will be invoiced by THEATREBUGS and become immediately due in accordance with these Terms.

5. Client's Responsibility

- 5.1 The Client warrants and represents that:
 - 5.1.1 the information set out on the Booking Form is accurate in all respects and that the Client will notify THEATREBUGS of any change in such information immediately;
 - 5.1.2 for the duration of each Show, Children up to the age of 2 years will be accompanied on a ratio of at least one adult for every three Children, Children aged 2-3 years will be accompanied on a ratio of at least one adult for every four Children and Children aged 4-5 years will be accompanied on a ratio of at least one adult to every eight Children;
 - 5.1.3 Staff must ensure that the children do not come behind the screens before, after or during the performance- actors will be changing in and out of costumes throughout the performance.
 - 5.1.4 The client must provide the correct space in which to carry out our work to best effect, we need a safe space suitable in size for the number of children attending.
 - 5.1.5 The space provided must be empty prior to the show so that the production team can assemble the set safely. It must be empty after the show so the team can dismantle the set and
 - 5.1.6 In order to ensure the safety of the children, the hallways and parking area used by our production team must be kept free of children whilst the team carry the set to and from the space provided before and after the show
 - 5.1.7 at all times during the Contract the Client shall maintain with a reputable insurance company such insurance as would be reasonable for a prudent Client caring for young children including public liability insurance and shall provide a copy of such insurance policy to THEATREBUGS on request.
 - 5.1.8 The Client shall obtain all relevant licences including a public performance licence and shall provide a copy of such licences to THEATREBUGS on request.
 - 5.1.9 The Client acknowledges and agrees that Children shall be deemed to be under its direction, care and control throughout the Show(s) and the Client shall be responsible for the welfare and conduct of the Children throughout the Show(s).
- 5.2 The Client shall indemnify and keep indemnified THEATREBUGS against all loss (including loss of profit), claims, liability, costs and expenses which THEATREBUGS shall incur directly or indirectly as a consequence of any negligence, breach of contract or any other wrongful act or omission by the Client, its employees, agents, representatives or contractors.

6. Exclusions of Liability – The Client's attention is particularly drawn to this clause

- 6.1 THEATREBUGS warrants that the Show(s) will be performed by THEATREBUGS using reasonable skill and care.
- 6.2 If THEATREBUGS is in breach of the warranty in clause 6.1, THEATREBUGS shall refund the Fee or such part of the Fee as THEATREBUGS considers reasonable in its sole and absolute discretion upon which it shall have no further liability in this regard.
- 6.3 All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 Nothing in these Terms excludes or limits the liability of THEATREBUGS:
 - 6.4.1 for death or personal injury caused by the negligence of THEATREBUGS, its performers, employees or agents;
 - 6.4.2 for fraud or fraudulent misrepresentation; or
 - 6.4.3 for any matter which it would be illegal for THEATREBUGS to exclude or attempt to exclude its liability.
- 6.5 Subject to the provisions contained in this clause 6, THEATREBUGS, its performers, employees or agents shall not be liable for any loss (consequential, indirect or otherwise), damage, loss of profits, expense or delay suffered or incurred by the Client, the Children or any other party arising directly or indirectly or in any way connected with the Contract including but not limited to, THEATREBUGS's deliberate personal repudiatory breach of the Terms, the unavailability of a performer, the postponement or cancellation of the Show(s) (or any part of it or them) or any other act or omission on the part of THEATREBUGS or any of its performers, employees or agents even if such act or omission is negligent.
- 6.6 Subject to clause 6.5, the Client acknowledges that the maximum aggregate liability of THEATREBUGS to the Client under these Terms shall not exceed the Fee.

7. General

- 7.1 Any notices to be sent by either party to the other shall be sent by prepaid first Show post or hand delivered to the registered address of the relevant party or any address provided on the Booking Form and shall be deemed to have been received by the addressee within 48 hours of posting if sent by post, and immediately if personally delivered so long as such personal delivery occurs during normal business hours on a normal business day.
- 7.2 If any court, or competent authority decides that any of the provisions of the Contract is invalid, unlawful or unenforceable to any extent, the provision will to that extent only be severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
- 7.3 These Terms constitute the entire agreement between the Client and THEATREBUGS hereto and supersede all prior agreements and understandings between them. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of the Contract.
- 7.4 No term of the Contract will be enforceable under the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.
- 7.5 The failure of THEATREBUGS to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right nor operate to bar the exercise of enforcement of it at any time or times thereafter.
- 7.6 The Contract shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English courts