# LEARNING THROUGH THEATRE

Commedia dell'Arte, Mask and Physical Theatre Workshops



# **WORKSHOP BOOKING TERMS & CONDITIONS**

## DEFINITIONS

The 'Worker' - Learning Through Theatre is a trading name that Cheryl Stapleton uses for educational workshops. This contract is directly with Cheryl Stapleton defined as a 'Worker' for tax purposes.

A 'Facilitator' - an additional or alternative workshop leader employed by the Worker

The 'Client' - you as a representative of your organisation, the customer

## TAX STATUS

Cheryl Stapleton operates as a sole trader and is <u>self-employed for tax purposes</u>. Cheryl is not VAT registered and does not charge VAT. To meet the public sector employment status check requirements, Cheryl Stapleton is classed as a 'Worker'. The Worker will not perform any office holder duties for the client as part of any contract.

## FACILITATORS

Cheryl Stapleton will usually deliver all workshops herself as a skilled expert in her field. From time to time, where other fields of expertise are offered, other facilitators are brought in, though always supervised under the management of Cheryl as the main Worker. In the event of the Worker being unable to carry out the work personally, the Worker will provide an alternative facilitator who would be equally skilled, qualified, security cleared and able to perform the Worker's duties. All facilitators have undergone enhanced DBS checks and are fully insured by Cheryl Stapleton, trading as Learning Through Theatre.

## VENUE

It is the client's responsibility to ensure that the location and venue provided are suitable for the number of participants and the type of workshop booked. Health and Safety regulations applicable to the venue are the client's responsibility. The worker accepts no responsibility for any accidents or damages that occur during a workshop at the fault of the furnishings, materials or any other items belonging to or on loan from the venue. The worker has carried out standard risk assessments for all types of workshops that we conduct and our workshop leaders will carry out a visual risk assessment of the venue upon arrival, carrying out due diligence to ensure possible hazards are identified and corrective action is taken to prevent accidents occurring.

## SAFEGUARDING

We believe everyone has a responsibility to safeguard and protect children (anyone under 18). We will take all necessary steps to ensure children are safe at all times and we will encourage the prevention of child abuse through following safe working practices and adhering to our Safeguarding Policy, that is based on the current Keeping Children Safe government guidance. Click to view our <u>Safeguarding Policy</u> and our <u>Online Safeguarding Policy</u> which includes a Code of Behaviour for online participants. The client should disseminate this to all participants prior to the workshop.

### COVID-19

Cheryl Stapleton risk assesses every workshop that takes place, whether online or in person. All reasonable precautions will be undertaken to ensure that all activities comply with the government guidelines for performing arts. The teacher in charge of the group will be responsible for reminding the participants of the government guidelines and necessary precautions. This should be done at the start of the workshop and as necessary during.

It is the client's responsibility to ensure that Learning Through Theatre is fully informed, at the point of contract agreement, about the restrictions in place and the precautions required at the client venue so that the Worker is aware of the restrictions that will be in place for the participants (e.g. are participants required to wear face coverings?). It is also the client's responsibility to update this information as any changes are brought into effect between the contract and the delivery dates. For further details, please read our <u>Organisational Covid-19 Statement</u>

## PAYMENT

All payments should be made to **Cheryl Stapleton** *personally*. Learning Through Theatre is purely a trading name and not a registered company. If the Worker employs any additional or alternative facilitators to deliver the workshop, the Worker will pay that facilitator directly as a subcontractor. The client would only ever pay the Worker. An invoice will be raised upon receipt of this signed contract, sent in Cheryl Stapleton's name from Cheryl Stapleton's Wave Accounting package.

+44(0)7932 067585 info@learningthroughtheatre.co.uk <u>https://learningthroughtheatre.co.uk</u> 6 Fairview Close, Watledge, Nailsworth, Gloucestershire GL6 0AX Cheryl Stapleton is a sole trader trading as Learning Through Theatre

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## DEPOSIT

A deposit is required for bookings made more than 30 days in advance. 20% will be invoiced upon booking.

## BALANCE

The outstanding amount for the workshop will be invoiced a month prior to the workshop and will be due within 30 days. If a booking is made less than 30 days in advance of the workshop taking place, the full amount will be due within 30 days. Payment should be paid to **Cheryl Stapleton** upon completion of the workshop either by cheque, credit card or BACS.

## INSURANCE

Cheryl Stapleton and freelance employees, t/a Learning Through Theatre are fully insured with Aviva for public liability of £5 million and all employees have undergone enhanced DBS with barred list checks. Certificates can be provided upon request.

## **CANCELLATION POLICY**

**By you, The Client:** If the client needs to make a cancellation, as much notice as possible should be given to Cheryl Stapleton. If a workshop is cancelled more than 7 days in advance, a 10% admin fee will be payable and any further fees paid in advance will be refunded. If a cancellation is made less than 7 full days before the workshop, the full fee will be payable. Cancellations must be made in writing or by email to Cheryl Stapleton at Learning Through Theatre.

**By us, The Worker:** In exceptional circumstances Cheryl Stapleton reserves the right to cancel a workshop. We will always endeavour to provide an alternative workshop leader in the event of illness or personal emergency, but in the event that we cannot provide a suitable replacement workshop leader or other unforeseen circumstances taking place, we will do all we can to rearrange the workshop for a mutually convenient date. If this is not possible any deposit and fees paid will be returned in full and no further fees will be payable.

### FORCE MAJEURE

For the purposes of this contract, a Force Majeure Event means an event beyond reasonable control such as war, terrorism, earthquakes, hurricanes, flooding, industrial strike, acts of government, local infrastructure failure, plagues or pandemics. The Worker shall not be liable to the Client as a result of any delay or failure to perform obligations under this contract as a result of a Force Majeure Event.

### **DATA PROTECTION & PRIVACY**

We are committed to treating your data with respect and holding it correctly, in accordance with the EU General Data Protection Regulation. The personal information that we collect on this form is used for contact, invoicing and visiting purposes in relation to the workshop being booked and this information will be retained in an existing, password protected client database, by Learning Through Theatre, for future bookings. We use a third-party database client, *MailChimp*, an invoicing client, *Wave Accounting* and a virtual conferencing client *Zoom* who follow their own strict data stewardship and privacy policies, both of which strictly adhere to the EU GDPR directive. We do not pass on your data on to any other third parties without your express permission. For further details of how we protect your data, please refer to our privacy policy, available upon request or viewable here: <u>full Privacy Policy</u>.

## FEEDBACK AND COMPLAINTS

To ensure that we offer the best possible service, we ask our customers to give feedback on the workshop and the workshop leader. Feedback is valuable for us to know what we are doing well and what we could do better so that we can continually develop our offering to meet client needs. Learning Through Theatre will explicitly request your permission to use your feedback for marketing, promotions and documentation for the company. You have the right to decline this permission or remove the permission at any point in the future. Complaints regarding any of our workshop leaders or services will be handled by Cheryl Stapleton and should be discussed directly with her either via email or over the phone. All complaints are taken seriously and we will make every endeavour to resolve the issue satisfactorily.

# We look forward to working with you. Thank you for the booking!

