



# GUITAR Circus RULES, TERMS & CONDITIONS

## RULES

With any festival we have to have a few RULES to make sure you're safe and having a great time. Please take the time to read them before you apply as they contain important information about permissions, eligibility and data protection.

These are important rules you must understand before joining our festival. They will be explained to you in greater detail when you arrive.

### BEFORE ARRIVAL

Please check that your instrument is insured and you have adequate travel and medical insurance (if applicable). It is important to note that Guitar Circus accepts no responsibility for loss or damage to personal possessions. Money, passports etc. may be handed in to Guitar Circus staff for safe keeping if you wish.

Practice any music provided in advance.

As you can imagine, most of your time will be spent playing guitar, so make sure you have clothes that you can sensibly play in.

### DO

Be on time (always)

Be kind and friendly to other students

Attend and join in all timetabled events. Exceptions to attendance for the evening events only apply to the younger students.

Look after your belongings.

Stay in your bedroom after bedtime and remain quiet.

Sign in/out and register as required by the Guitar Circus staff.

Tell a member of staff if you feel unwell at any time.

Have your ID card with you at all times.

### DON'T

Disrespect the staff at any time.

Leave the campus without permission.

Smoke, drink alcohol or take drugs.

Bring or buy knives, weapons or toy guns

Swear, fight or bully.

Drop litter, or chew gum

Post any disrespectful. Or abusive comments/footage directed at staff on any social media site.

Photograph, video, post footage/pictures online of any student(s)/staff without their permission.

Use your mobile phone, MP3 player or handheld games console in lessons, activities, meetings or after lights out.



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Damage the premises.

Steal or shoplift.

Swim without a lifeguard being present.

Use fire alarms or fire escapes unless in case of an emergency and for emergency exit.

Go into the accommodation of the opposite sex at any time or swap bedrooms.

Have any kind of sexual contact with another student.

### **GENERAL INFORMATION**

The Guitar Circus staff act in 'Loco Parentis' throughout the course.

Should they consider any student's behaviour inappropriate, action will be taken which may lead to disciplinary action which may include permanent dismissal.

Normal steps in any disciplinary procedure are:

Verbal warning from Festival Director, who will inform all Guitar Circus staff.

Written warning from Festival Director, who will inform all Guitar Circus staff and your parents/guardians.

Extreme action taken could result in your dismissal from Guitar Circus and all future Guitar Circus projects.



## GUITAR Circus RULES, TERMS & CONDITIONS

### APPLICATION TERMS AND CONDITIONS

By making an application, the parent or guardian (referred to as the “parent” in these terms and conditions) and the student who have completed the application form accept that:

these, together with the section headed “Other Important Information” are the terms and conditions of the contract between them and Guitar Circus (a company registered in England under company number 5842595 and a charity registered in England and Wales under registered charity number, 1116396);

the parent and student are bound by that contract jointly and severally; they have each read and accept the terms and conditions and undertake that the student will abide by, the rules and regulations;

all information supplied in connection with the application is accurate, complete and true and they will inform Guitar Circus of any changes to such information, in particular of:

any new, or change to an existing, medical condition which is relevant to the ability of Guitar Circus to cater for and look after the student;

and the contact details of the parent;

the parent will be contactable on the telephone numbers given on the application form throughout the student’s time travelling to, attending and returning from the relevant programme;

no other person’s consent is required for the student to attend the programme;

the parent and the student indemnify Guitar Circus and will keep Guitar Circus indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of the parent or the student’s breach of the contract or violation of the rules and regulations;

Guitar Circus intends to run the relevant programme in accordance with the descriptions in its most recent brochure and/or most recently published on its website, but reserves the right to make any amendments to the programmes in its absolute discretion and in such manner as it considers appropriate;

Guitar Circus shall not be responsible for any act or circumstance or condition beyond its reasonable control which limits its ability to run the relevant programme, including, but not limited to, fire, acts of God, government, terrorism, natural disaster, labour conditions and power failures nor for its failure as a result to run the relevant programme;

these terms and conditions contain the whole agreement between Guitar Circus and the parent and student in relation to all aspects of the programme. In particular, no statements, understandings, agreements or warranties made orally or in writing, on the website, in any brochure or elsewhere shall have any relevance to these terms and conditions. Any changes to these terms and conditions will only have effect if made in writing and signed by both parties. The terms and conditions supersede all previous agreements, arrangements and understandings but nothing herein shall be read or construed as excluding any liability resulting from any fraudulent act or omission by any party;

these terms and conditions and all rights under them may be assigned or transferred by Guitar Circus but not by the parent or the student;

any rights or duties implied by the terms of the Contract (Rights of Third Parties) Act 1999 are excluded and no third party shall be able to enforce any provisions of this contract; and

these terms and conditions shall be governed by English law and the parties submit to the non- exclusive jurisdiction of the English courts.



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### **OTHER IMPORTANT INFORMATION**

#### **Eligibility**

The Guitar Circus programmes are open to students of all nationalities. All courses are open to students who will be between the specified ages in the year of the relevant programme.

#### **Payment Schedule**

Late enrolments may be accepted, but after final payment deadline places cannot be held for students that have not paid.

#### **Cancellations**

By English law, the contract may be cancelled by the parent or student within seven days of receiving notice of acceptance. If a contract is so cancelled, Guitar Circus will reimburse any deposit paid within 30 days of receiving notice of such cancellation.

Cancellations must be received in writing by Guitar Circus at the address stated on the website.

There is no cancellation charge for cancellations received with more than 200 days before the start date of the course, but Guitar Circus is entitled to retain a deposit if one has already been paid. The charge for cancellations received between 200 days and 100 days before the course start date is 50% of the total programme price and the full programme price will be charged with less than 100 days to go before the course start date. Students who cancel for medical reasons may be financially protected if they have purchased appropriate trip cancellation insurance.

#### **Medical Insurance**

Parents and students are responsible for informing us before the commencement of the programme of all medical, dental, dietary, educational or other special needs regarding the student. All costs related to those needs including medical and dental care, medical insurance, tests, allergy shots and prescriptions are the responsibility of the parent.

#### **Travel Documents**

A valid passport is essential for travel to the UK with an expiry date of at least 6 months beyond the end date your visit. All students are responsible for arranging appropriate travel documentation, such as visas, where required.

#### **Dismissal from Programme**

We reserve the right to dismiss any student found in breach of the Guitar Circus rules and regulations. Should a student violate any of these rules, Guitar Circus has the right to dismiss or exclude the student from the festival and, in extreme cases, send the student home at the student's own expense, in any case, without refund of any of the festival fee.

#### **Changes to Programme**

We reserve the right to change or cancel programmes, and to modify the programme as circumstances dictate.

#### **Marketing & Advertising**

Guitar Circus may publish photos, film, testimonials and other such records of the event on the website, brochure and other marketing materials. If a student wishes not to feature in this material they must notify Guitar Circus in writing before commencement of the programme.



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Upon application, we will hold your information, where collected by us, and may use it to inform you of our latest offers or news in the future. We may also use this information to contact you after the event to ask for any feedback you might have or for other marketing and advertising purposes. Your information will never be shared with third parties in this way.

By completing an application you immediately sign up for our online student newsletter. You may unsubscribe at any time.

### **Responsibility/Liability**

Guitar Circus will exercise due care in arranging and conducting the programme. However, Guitar Circus cannot assume responsibility or liability for any damage, loss, claim or injury of any kind whatsoever resulting from any act of omission, commission or inadvertence of any accommodation provider or carrier or other company or person rendering any of the services required as part of the programme. Nor can Guitar Circus be responsible for any student who leaves the programme (with or without Guitar Circus's consent) or who breaks the rules and regulations and in doing so suffers loss or injury.

To the maximum extent permitted by law, Guitar Circus excludes liability for any loss or damage of any kind howsoever arising, including, without limitation, any direct, indirect or consequential monetary or other loss suffered by a parent or student as a result of the student taking part in a Guitar Circus programme or event but if Guitar Circus is held by an English court to be directly responsible for any such loss or damage, we will pay to the parent or student who has suffered loss up to an amount equal to the price paid to Guitar Circus for the relevant programme.

Guitar Circus cannot assume responsibility or liability for any damage, loss, claim or injury resulting from events beyond its control including, without limitation, acts of God, strikes, incidents of terrorism, politically or religiously motivated violence, war, sickness, government restrictions or regulations, weather, quarantines or wilful or negligent acts of third parties or suppliers to Guitar Circus.

Nothing in these terms and conditions shall exclude any liability of Guitar Circus for death or personal injury arising from its own negligence nor affect any rights which the parent or student have as consumers or otherwise or which may not be excluded or limited under any applicable law.

### **Medical Requirements**

Guitar Circus requires that students provide an accurate medical history and current health insurance prior to the programme commencing. In order to provide the best experience possible, this information is circulated sensitively and in compliance with the Data Protection Act to the appropriate summer school staff. When necessary, professional medical attention will be arranged by Guitar Circus. All medical expenses are the responsibility of the student being treated and their parent/guardian.

### **Visitors**

No-one is permitted to attend the course without invitation from Guitar Circus. A person who attends without permission will be asked to leave.

### **Leaving Campus/Concert Venues**

When permission is granted to go off campus students must travel in groups of at least three or more and ensure they have the emergency contact cards and maps with them.

### **Loaned Instruments**

Instruments loaned to students from Guitar Circus are the students responsibility and only for their use. Instruments need to be treated with care and stored in the appropriate case when not in use. Any damage/repairs to instruments will be charged.



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### **Lost Property**

Guitar Circus will hold lost property until the next course takes place. After this period of time any unclaimed lost property will be disposed of.