

# Amplified Arts Academy Terms and Conditions

Date: 27<sup>th</sup> May 2023

Last updated: 13<sup>th</sup> June 2023

I, THE PARENT/GUARDIAN OR CAREGIVER, REGISTERING A CHILD OR INDIVIDUAL PERSONALLY REGISTERING HAVE READ, UNDERSTAND AND VOLUNTARILY AGREE TO COMPLY TO THE FULL TERMS AND CONDITIONS

## Summary of the Terms and Conditions:

**Refund/Cancellation:** No refunds will be given. Registrations cannot be transferred to another person.

**Photography:** The duration of the programme may be recorded in photographs/video and audio/visual ("Recordings"). Rights of the material are released to Hillsong and images /recordings may be used for promotional or commercial purposes. Personal filming of children by use of cameras/mobile phones is not permitted.

**Programme:** Hillsong reserves the right to change published details and has the final say on any matter relating to the programme.

**Supervision:** Children under the age of 10 must be supervised by a Parent/Carer at drop off and pick up points. It is the Parent/Carer's responsibility to be aware of the Child before and after each session and for transport arrangements to/from the venue. Children aged between 11 and 16 must be supervised by a Parent/Carer, unless permission has been provided by the Parent/Carer in the registration.

**Medical requests and authorisations:** If you/your Child has any special requirements for medical reasons please contact us before completing the registration. Authorisation is given for any employee/volunteer of Amplified Arts Academy and/or Hillsong, at their discretion, to obtain medical care for the registrant.

**Release, indemnify and agreement not to sue:** To the fullest extent allowed by law, Hillsong will be completely released, indemnified and held harmless, from all claims, by the Individual / Child, or any person on behalf the Individual / Child. However, nothing in this Agreement shall exclude or restrict Hillsong's liability for death and/or personal injury caused by its employees, volunteers or agent's negligence, or for any fraud.

**Copyright:** All materials provided for or at the programme are subject to copyright and no content in whole or in part may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of Hillsong.

**Privacy Policy:** We use personal data in accordance our Privacy Policy. If you require more information contact our Privacy Officer on +44 (0) 207 384 9200 or email us at [dataprotection@hillsong.co.uk](mailto:dataprotection@hillsong.co.uk)

Amplified Arts Academy is an initiative of Hillsong Church. Company No: 05487537 Charity No: 1120355  
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## 1. Introduction:

Registration will not occur until any registration fee is fully paid. In the event instalment payments are permitted and an instalment payment by credit/debit card is for any reason declined, registration will not be provided and ongoing participation in the programme will not be permitted.

Amplified Arts Academy is an initiative of Hillsong Church. By registering through this website, you enter into a legally binding contract with Hillsong Church London, a UK charitable, not for profit company, limited by guarantee, (No: 5487537) (“Hillsong”) which contract, is governed by these terms and conditions.

## 2. Your Status and Website Registration:

By placing an order through our website you confirm to Hillsong that:

- You are 16+ years of age
- Where the registration is for a child, you are the parent/legal guardian or registered Caregiver of the Child named on the registration form
- Where the registration is for a child, you will make your child aware of the relevant clauses of these Terms and Conditions
- Are able legally to enter into a binding contract
- You have completed the programme registration procedure, including any parental consents required
- The details you provide during the registration process are complete and correct. You are also obliged immediately to inform us of any changes to the details you have provided to us during the registration process by updating the information through our website. Hillsong is not responsible for any loss or damage you suffer as a result of your failure to provide us with correct and up-to-date information.

## 3. Contract Formation:

a. YOUR REGISTRATION DOES NOT BY ITSELF COMPLETE A CONTRACT WITH HILLSONG. In registering through our website you make an offer to Hillsong. Hillsong may decline to accept an offer for any reason whatsoever (including, but not limited to, inability to take payment from you), and will have no liability in respect of refusing, or otherwise failing, to accept an offer.

b. After you register with us, you will receive an e-mail asking you to sign up to pay your fees via Go Cardless. Once you have entered your bank details, we will charge you your first fee instalment. At this point your offer is accepted and there is a contract between us.

## 4. Prices and Payment:

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a. Registration on our website must be made through one of our chosen payment services providers. In order to make a payment through one of these providers, you will need a credit or debit card.

b. When a credit or debit card is added as a payment method during the checkout process before the registration is accepted, a pre-authorisation for the full registration, or if instalments are permitted, the instalment amount of the registration will take place against the credit or debit card. At this point Hillsong has not taken payment. This is a check, to ensure that the credit or debit card will allow payment or instalment payment to be taken when the order is placed. Only once authorised, does Hillsong take payments.

c. In the event your credit or debit card is declined and full payment or all instalments are not paid, we will email to advise that registration has not been completed.

## 5. Refunds and Transfers:

### 5.1 Refunds

a. You are not entitled to a refund, however refunds may be provided under certain circumstances at the full discretion of Hillsong.

b. Where a refund is to be given, it will occur by the same method that was used to make the payment. We aim to process any refunds as soon as possible after cancellation.

### 5.2 Transfers

The programme registration is not transferrable to any other person at any time.

### 5.3 Withdrawal

If you are paying with monthly instalments, and you wish to withdraw your child from an annual academic year sign up, you must provide 1 months' notice in writing to [info@amplifiedartsacademy.com](mailto:info@amplifiedartsacademy.com) of your decision to withdraw. The child can attend during their notice period. If you chose for your child not to attend their notice period, the final months' fees remain payable.

## 6. Disclaimers:

a. Live Effects: The programme may contain live music, strobe lighting and other live special effects. If these can potentially act as triggers to any type of medical condition then please contact us before your child attends the programme.

b. Filming: The programme may be captured in both photographs and audio/video. Hillsong owns the copyright in all such material and reserves the right to use this material for promotional purposes and/or sale of products and all forms of broadcasting.

c. Programme: Hillsong reserves the right to change any of the programme details without any notice, and has the final say on any matter relating to the programme. Classes may be cancelled if there are insufficient registrations to make the class viable, and a suitable alternative will be sought for the student.

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## 7. Supervision

Children under the age of 10 must be supervised by a Parent/Carer at drop off and pick up points. It is the Parent/Carer's responsibility to be aware of the Child before and after each session and for transport arrangements to/from the venue. Children under the age of 16 must be supervised by a Parent/Carer, unless permission has been provided by the Parent/Carer in the registration.

## 8. Medical Requests and Authorisation:

- a. If your child has special requirements for medical reasons please contact us before completing the registration.
- b. Authorisation is given for any employee/volunteer of Amplified Arts Academy and/or Hillsong, at their discretion, to obtain medical care for the registrant, to obtain medical care and/or transport to a medical facility. All costs associated with such medical treatment and relation transportation shall be paid by the individual or parent/carer, to the extent not covered by the NHS.

## 9. Release, indemnify and agreement not to sue:

To the fullest extent allowed by law, Hillsong will be completely released, indemnified and held harmless, from all claims, by the Individual / Child, or any person on behalf the Individual / Child. However, nothing in this Agreement shall exclude or restrict Hillsong's liability for death and/or personal injury caused by its employees, volunteers or agent's negligence, or for any fraud.

## 10. Copyright/Hillsong Material

All materials ("Hillsong Material") provided for during the programme, including sessions, graphics, code, text products, software, audio, music and design, are owned by Hillsong or Hillsong's third party event providers. No content in whole or in part of the Hillsong Material may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of Hillsong. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of Hillsong, or in the case of material licensed to Hillsong, the owner of such materials.

The unauthorised recording of any session or photography may also be a breach of conditions imposed by the Venue Owner/Manager and can lead to a delegate being required to leave the programme.

## 11. Force Majeure:

Due to circumstances beyond our control, or control of the Owner/Manager of the venue where the programme is being held, it is possible, but unlikely, that the programme could be cancelled. In that circumstance all persons registering will be refunded, pro rata, any registration fee paid.

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## 12. Transfer or Rights and Obligations:

This is an agreement between you and Hillsong. You may not transfer, assign or charge any of the rights and obligations that you undertake within this agreement without our prior written consent and no third party can enforce any of the contractual rights herein. Hillsong may transfer, or assign, any of the rights and obligations that it undertakes within this agreement without any notice or further liability to you.

## 13. Privacy Policy:

We will only use the personal data that you provide in accordance with our Privacy Policy ([hillsong.com/privacy](https://hillsong.com/privacy)). Where you have given us consent, we may use information provided to notify you of news at Hillsong. We will only provide it to third parties who help us provide services to you. If you would like more information relating to our Privacy Policy, please contact our Privacy Officer on +44 (0) 207 384 9200 or email us at [dataprotection@hillsong.co.uk](mailto:dataprotection@hillsong.co.uk)

## 14. Website Use and Electronic Communications:

Hillsong may change, suspend or terminate the Hillsong websites at any time without liability or notice. We may also restrict your access to sections or the entire website without liability or notice. When you send e-mails to us, you give us permission to respond in the same way.

## 15. Intellectual Property:

All rights in any trade marks (whether registered or unregistered) or service marks, including logos, appearing on our website are owned by Hillsong or used with the permission of the owners. Nothing on our website shall be construed as granting any license or right to use any trade-mark, service mark or logo for any purpose whatsoever.

## 16. Our Liability:

Hillsong assumes no liability and shall not be responsible for viruses or any other disabling features that affect your computer as a result of using our website and links to any third party websites, nor for any delays or failures you may experience in connection with, nor any modification, suspension or termination of our website.

## 17. Notices:

We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, which such e-mail was sent to the specified e-mail address of the addressee.

## 18. Law & Jurisdiction:

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If a court determines any part of this agreement to be invalid, then all other parts shall remain in effect. English Law governs these terms and conditions. Any disputes arising in connection with these Terms and Conditions shall be resolved before the courts of England.

#### 19. Right to vary these terms and conditions:

We have the right to amend these terms and conditions at any time without any prior notice or liability.

#### 20. Registered Office:

35 Little Russell Street, London, WC1A 2HH, UK

Company number: 05487537 Charity number: 1120355