

RUBY'S REBELS – STANDARD TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS set out or referred to in a Contract shall set out the engagement of the Student and/or Performer and Instructor for an Event.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

"Contract"	means an agreement whereby the Student and Instructor (together the 'parties') are engaged for an Event whereby these Standard Terms and Conditions are incorporated or referred to, together with any other applicable policies and other documentation as provided from time to time by the Instructor;
"Data Protection Law"	Means the applicable laws relating to the protection of personal data from time to time including the Data Protection Act 2018 and UK General Data Protection Regulation ("UK GDPR");
"Event"	means any troupe/ group or solo class (virtual and/or physical), workshop, rehearsal, show/showcase, performance, party, or other event as specified and booked with or by the instructor that is participated in, for, or on behalf of the Haus of Ruby's Rebels;
"Ruby's Rebels"	means 'Haus of Ruby's Rebels', the association as a Student with any Event produced by the Instructor, including the 'Rebellion Burlesque Show', 'Cosy Cabaret', 'Tatas Cabaret' and 'Ruby's De Luxe';
"Instructor"	legal name is Kelly Woolley with the a performer name of 'Ruby D'Woo';
"Student"	means an unpaid (unless specified otherwise agreed between the parties) trainee/ student performer, dancer, entertainer, volunteer, assistant of Ruby's Rebels.

1.2 These Standard Terms and Conditions are to be read by Students who are entering into a Contract for an Event of Ruby's Rebels.

1.3 Any reference to writing shall include email and WhatsApp chat or other social media used to communicate between the parties.

1.4 Any reference to 'I' and 'you' means the Student.

2. CONTRACT BASIS

2.1 The formation of Contract shall occur upon the earlier of the last date of signature hereto, written agreement between the parties, or at the time the Student purchases for an Event via the Ruby's Rebels website or other booking method.

3. STUDENT OBLIGATIONS

3.1 The Student warrants that it has ensured that all terms of the Contract are complete and accurate; it has full legal capacity to enter into the Contract; it shall act in accordance with any

RUBY'S REBELS – STANDARD TERMS AND CONDITIONS

policy and/or reasonable instruction provided by the Instructor; and adhere to any applicable laws.

- 3.2 The Student agrees to the legal release and disclaimers at Appendix A.
- 3.3 The Student warrants and represents it is their sole responsibility to complete the medical questionnaire form set out in Appendix A and failure to return this to the Instructor at their own accord disclaims any and all liability of the Instructor for any claims associated with the medical condition, injury or damaged caused during an Event to the fullest extent liability can be excluded or limited by applicable law.

4. CONDITIONS OF CONTRACT

- 4.1 Where there is an Event that requires the Student to maintain adequate insurance (including but not limited to public and product liability insurance and professional indemnity), it shall be a condition of the Contract to ensure this is in place prior to an Event. Failure to seek adequate insurance shall at the Instructor's sole discretion, terminate the Student from the Event or the Student Contract in its entirety and no refunds or exchanges shall be due.
- 4.2 It is a condition of the Contract to not consume alcohol or illegal drugs prior to, or during an Event. The Instructor has sole discretion to ask to remove the Student from the Event with immediate effect, and further terminate the Contract with immediate effect notwithstanding any sums due from the Student for the Event, which shall for the avoidance of doubt, be immediately payable to the Instructor.

5. EVENT PAYMENT AND CANCELLATION

- 5.1 **Standard Event payment:** the Student shall pay for the Event via the Ruby's Rebels website, or by other methods as set out in writing with the Instructor at least 1 day prior to the date of the Event.
- 5.2 **Payment Plans:** where the parties have agreed a payment plan, the Student shall pay the Instructor via bank transfer on or before the agreed payments date(s) to: **Kelly Woolley / Sort Code – 20-27-05 / Account Number – 90372137.**
- 5.3 **Cancellation by Instructor:** any late or non-payments prior to the payment date means the Instructor may cancel the Event and/or terminate the Contract immediately.
- 5.4 **Cancellation by Student:** if the Student cancels the Event on or prior to the date of the Event, there shall be no refund or transfer of payment unless the Instructor agrees in writing otherwise.

6. INTELLECTUAL PROPERTY

- 6.1 The Instructor owns all background and foreground intellectual property rights in Ruby's Rebels (the "IP"). The IP includes, but is not limited to, all media, social media, patents, designs, trademarks, copyright, products, services, and taught coherent whole choreography in an Event

that is 'fixed' means the IP is a right of the Instructor only and the Student acquires no right, title, interest in the IP indefinitely.

- 6.2 **Social Media:** Student has a right to use media provided by the Instructor or taken on a personal device during an Event for the purposes of publishing the media on a social media platform. Tagging via social media of Ruby's Rebels for promotional and positive purposes is permitted and the use of the Ruby's Rebels branding, logos and other media is allowed unless the Instructor removes their permission.
- 6.3 **Choreography:** where a dance routine or sequence of dance moves forming a routine at an Event has been created by the Instructor and taught to a Student and the routine is recorded in permanent form, it shall be considered a 'fixed' choreographed act (the "Choreographed Act"). The Student must not copy, use, rein-act or share the Choreographed Act without the express permission of the Instructor. The Student may rehearse the Choreographed Act in their capacity as a Student and may record this on their own personal devices during their Contract. Where a Student is misusing the Choreographed Act for their own personal gain to reuse it, or represent it to be their own choreography, or without the written permission of the Instructor, the Student shall indemnify the instructor against the copyright infringement. This clause shall survive termination of the Contract.
- 6.4 **Costume design:** where the Instructor expresses or documents an idea, design, creation, draft, drawing for a Choreographed Act, the Student shall not use, copy or reinvent the costume unless given written permission of the Instructor. This clause survives termination of the Contract.

7. GENERAL

- 7.1 **No partnership:** nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 7.2 **Rights of Third Parties:** a person who is not a party to the Contract has no right to rely upon or enforce any term of the Contract.
- 7.3 **Entire Agreement:** other than where expressly provided to the contrary the Contract constitutes the entire understanding between the parties relating to the subject matter of the Contract and supersedes any previous agreement or understanding between the parties in relation to such subject matter.
- 7.4 **Law and Jurisdiction:** the Contract shall be governed by and construed according to the laws of England and Wales.
- 7.5 **Capacity:** by accepting these Terms and Conditions and entering into a Contract, the Student is affirming they have legal capacity to enter into and is over 18 years of age to be able to

RUBY'S REBELS – STANDARD TERMS AND CONDITIONS

participate in an Event and the Instructor may require the Student to provide valid identification to evidence this.

Signed for and on behalf of the Student hereto:

Legal name:	
Performer name:	
Date of birth:	
Signature:	
Date:	

APPENDIX A: DISCLAIMERS, POLICY ACCEPTANCE AND MEDICAL QUESTIONNAIRE

- a. I understand the risks of dance and Events that use tangible property such as props (including but not limited to chairs, whips, canes and accessories) and shall take care and reasonable precautions associated with said risk for myself and others in reasonable proximity to me during an Event;
- b. I have read and understand Ruby's Rebels Standard Terms and Conditions and accept these prior to an Event;
- c. **Medical:** I accept any risks involved in participating in a Ruby's Rebel's Events and have sought medical advice where applicable. I will inform the Instructor if my medical condition should change to what is detailed in the Medical Questionnaire, and seek medical advice prior to an Event where appropriate.
- d. **Warm-up / cool-down routine:** I am aware I need to complete a warm-up routine at the start of an Event and a cool down routine at the end of an Event (the "Routine") and the Routine is essential to mitigate injury. I accept it is my responsibility to participate in the Routine and where I fail to do so, the Instructor excludes all liability to the fullest extent possible as permitted by applicable law for any injuries caused to myself.
- e. **Media use / release:** I Consent to the Ruby's Rebels Instructor and/or any third party booked by, or for the applicable producer of an Event where I am a Student, to record me on any medium for media and further to use such media with my performer name as the owner of the media. I

RUBY'S REBELS – STANDARD TERMS AND CONDITIONS

waive and release Ruby's Rebels Instructor and/or any third party booked by, or for the applicable producer of an Event for any claim, action, suit or damage caused whatsoever by reason of anything contained in the media, or in connection with, or arising out of the use, reuse, duplications, distribution, broadcast, publication, republication and marketing of any recording. I shall not seek any remuneration or royalties for said media, save for where I and the Instructor agree otherwise in writing.

- f. **Personal Data use:** I give consent for the Instructor to use my personal data (as defined in the UK GDPR) for the purposes of data processing for the permitted purpose of an Event and a Contract, which shall be the duration of processing. The types and categories of Personal Data applicable shall include the Student data and Medical Questionnaire as processed when booking an Event and otherwise completed in writing and submitted to the Instructor;
- g. **Personal and public liability:** I understand that I am participating at these Events freely and voluntarily and I must behave in a reasonable manner that protects my own personal and the public safety of others at an Event. I understand the inherent risks and dangers of performing at Events which could result in property damage and/or personal injury and/or the safety of others and accept all liability where such damage is caused by my act or omission.
- h. **Insurance:** I acknowledge that where I am required to acquire my own insurance(s) for an Event, Ruby's Rebels applicable insurance for Students shall not apply, save for where the Instructor is the sole cause of the act or omission or contributory negligence in the claim for or against me.
- i. **Medical Questionnaire:** YOU MUST FILL ALL OF THIS FORM IN PRIOR TO AN EVENT:

Should you answer 'Yes' or 'Y' to any of the following, we strongly recommend consulting your GP before participating in any exercise and accepting any risks. If you choose to continue in an Event without instruction from your GP, or disregarding the instruction of your GP, Ruby's Rebels Instructor/s accepts no liability to the fullest extent possible by applicable law for any direct or indirect injury caused as a result of participating in an Event.

Question:	Yes/No:	Comments (Please provide more detail for 'Y' responses & discuss with your instructor prior to participating.):
Are you pregnant?		
Do you have high blood pressure?		
Do you have back, bone or joint problems which could worsen with exercise?		
Do you have a heart condition / experience chest pains?		
Do you have a heart condition / experience chest pains?		

RUBY'S REBELS – STANDARD TERMS AND CONDITIONS

Do you have any lung problems?		
Do you ever become light-headed or dizzy?		
Do you experience shortness of breath?		
Do you have raised cholesterol?		
Are you diabetic?		
Are you post natal?		
Are you asthmatic?		
Are you currently taking any medication?		
Do you have epilepsy?		
Have you had a recent operation / chronic illness / injury?		
Are you aware of any reason why you shouldn't participate in exercise?		