



Website Terms of Use – JA Performing Arts

INTRODUCTION

These Terms and Conditions set out how you (the User) can use this Site.

Please read them carefully.

The JA Performing Arts Privacy Statement is set out in a separate page and confirms how we use data relating to you and it forms part of these Terms of Use.

Separate legal terms apply to purchases made via this Site.

These terms may change from time and the terms in force will be displayed on this page.

ABOUT US AND HOW TO CONTACT US

JA Performing Arts operates from 20 Brunel Road, Clacton on Sea, Essex CO15 4LU

You can contact us in writing via admin@japerform.com or by post at the registered office address.

SITE USE

By visiting www.japerform.com you are consenting our terms and conditions as set out below.

Should you not wish to accept the terms and conditions of this Site in full you should cease using this Site immediately.

This website, www.japerform.com, will be referred to as the “Site”. All visitors to the Site will be referred to as “User” “You” or “Your”. As a user, you will be bound by these Terms of Use which may also be referred to from time to time as Terms and Conditions. The terms “We” “Us” and “Our” refer to JA Performing Arts. Accessing and using the Site constitutes acceptance of the Terms of Use.

By using this Site you agree to the Terms and Conditions without modification. We reserve the right to amend the Terms of Use of this Site and on doing so we will update these Terms and Conditions.

This Site is intended for use by persons who are a minimum of 18 years old.

You must not copy, share or disseminate the information on this site which is subject to copyright for which all rights are reserved.

This Site is directed to people residing in the United Kingdom. We do not represent that the content will be available or appropriate in other locations. This Site is written in English and we do not take responsibility for any translations which are applied to this Site.



In using this Site you may encounter comments and/or content supplied by other users. The information contained within user comments is not verified or approved by us. The views expressed by other users on the Site do not represent our views or values.

TERMS

The content on this Site, and the associated social media channels (via Facebook, Instagram and LinkedIn) and email marketing, will include information on dance, dance education, movement and theatre. All content is intended for informational purposes only. None of the content in emails, blog posts or social media posts should be construed as specific health or wellbeing advice.

In addition to these Terms of Use please be aware of our Privacy Policy and Terms and Conditions of Sale which include key terms which are set out separately on our Site.

SITE OPERATION

This Site is available free of charge.

We do not guarantee the availability of any Site or content. We reserve all rights to withdraw, suspend or restrict the content at any time for any reasons. Where possible, we will give you reasonable notice if the Site is to be suspended.

We do not guarantee that this Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

PRIVACY POLICY

Our business has a privacy policy. The key elements of that policy are set out on this Site in our Privacy Statement, last updated March 2022. The Privacy Statement can be found at www.japeform.com

INTELLECTUAL PROPERTY RIGHTS

This Site contains intellectual property created and owned by JA Performing unless otherwise stated. The Intellectual Property includes all content on the Site. Content means any text, graphics, audio



and video and also extends to the page layouts of this Site and any social media channels and emails. All photographs and videos on this website and the connected social media channels Facebook, Instagram and LinkedIn, are subject to copyright.

[1] No permission is given to directly reprint or republish the site content in part or in full without acknowledgement and links back to the original page or content source. At no point are you entitled to claim rights over our intellectual property.

Should you wish to utilise the content on this Site please contact admin@japerform.com to make your request. You must receive written permission to repurpose, copy and/or modify any content on this Site, or content which is shared to you by email or on social media.

LOSS OR DAMAGE

Notwithstanding any of these terms, we do not intend to exclude or limit our liability to you where it would be unlawful to do so. We do not exclude or limit liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity. To the maximum extent permissible at law, our aggregate liability to you in connection with these terms howsoever arising in contract, negligence or otherwise, is limited to £50.

DISCLAIMERS

The information on this website is intended for entertainment and information purposes only and does not constitute medical (including dietary) advice. The information on this Site is provided without any representations or warranties, express or implied.

You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our Site.

You must not rely on the information on our Site as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about a medical matter you should consult your GP or other relevant health professional. If you believe you may be suffering from a medical condition you should seek immediate medical attention. You should never delay in seeking medical advice because of information on our website or social media channels.



You should contact your GP for further information prior to beginning any new physical activity workout regime or allowing you child to follow such a regime. If you or a child experience chest pain at any point whilst exercising you should stop immediately and seek urgent medical assistance.

All nutritional information is provided as guidance and specific calorific amounts may vary. If you suffer from allergies then caution should be given when considering the recipes included on the Site.

Not all workouts shared are suitable for experience levels. If you are new to exercise, pregnant or have given birth within the last six months, or have recently been injured you should consult a medical professional before taking part in any physical exercise and follow their advice.

Although reasonable efforts are made to update the information on this Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

The content on this Site does not constitute advice. Should you require advice under any of these heads then you should contact a professional directly. Viewing the information on this Site does not constitute a contractual relationship between you and us.

Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

This Site may contain links to other sites. These sites are not under our control and we cannot be responsible for any actions or events arising from you following any links from this Site. Links are provided for informational purposes only and should not be interpreted as approval or endorsement by us.

Any comments on our blog or social media channels are not endorsed or verified by us. We are not responsible for the comments on our Site made by third parties. Should we become aware of comments which are likely to be distressing we will remove them from our Site. Removal of comments does not indicate that any compensation will be awarded, it will not, comments are removed to ensure enjoyment for Site users.

JURISDICTION AND DISPUTE RESOLUTION



These Terms are governed by the laws of England & Wales. The Courts of England & Wales have exclusive jurisdiction for any matter and proceedings arising out of the use of this Site.

It is intended that all disputes can be resolved with good faith between the parties. Should it not be possible to resolve a dispute then the dispute shall be referred to mediation in the first instance.

COOKIES POLICY

This Site uses cookies; small files of letter and numbers that are automatically placed on your machine – if you agree - to help our Site provide a better user experience.

Cookies do not typically include identifying personal information but cookies may also be linked to personal information which is stored about you.

We use cookies to retain your user preferences, store information from elements of our Site such as shopping carts, and to provide anonymised tracking data to third party applications such as Google Analytics. These cookies are likely to be analytical/performance cookies or targeting cookies. We have no control over third party cookies.

In general, cookies should make your browsing experience better. You may prefer to disable cookies for this Site which you can do by disabling cookies in your browser. We suggest following the steps via the 'Help' tool of your browser. Please note that if you change your browser settings to block all cookies (including essential cookies) you may not be able to access some or all of our Site.

Except for essential cookies, all cookies expire within a reasonable period of time.

MISCELLANEOUS

Whilst using this Site you may provide personal information about yourself including your name and email address. When providing these details, you agree to provide accurate and up to date information.

For the avoidance of doubt these Website Terms of Use stand as terms only, there is no intention to create a contract.