

TERMS AND CONDITIONS

The following terms and conditions (the "Terms") shall govern and be the binding contract between www.fabricdreamstheatre.co.uk (the "Site") and its users. Fabric Dreams Theatre owns and operates the Site: an e-commerce website.

You are hereby confirming that you have read, understood, and agreed to be bound by these Terms by simply using this Site.

A DISPUTE RESOLUTION CLAUSE IS ADDED TO THESE TERMS THAT HAS A LEGAL EFFECT ON YOUR RIGHTS REGARDING HOW TO RESOLVE DISPUTES BETWEEN THE SITE AND YOU (THE USER) IF THEY WERE TO ARISE.

Intellectual Property

All content on the Site, including but not limited to text, images, logos, documents, and downloadable files, is the property of Fabric Dreams Theatre and its creators and is protected by copyright and other intellectual property laws.

Accounts

You agree to all of the following if you create an account on this Site:

Account Responsibility:

You are solely responsible for your account, including maintaining the security and confidentiality of your account credentials and any personal information associated with it. This includes, but is not limited to, your password, email address, and payment information.

Accurate Information:

All personal information provided by you during account creation and thereafter must be accurate, complete, and up-to-date. You agree to promptly update your personal information if it changes.

Account Termination:

We reserve the right to suspend or terminate your account at any time, without prior notice, for any reason, including but not limited to, the violation of these Terms and Conditions,

illegal activities, fraudulent behaviour, or repeated attempts to compromise the security of our Site.

Sale of Services

The sale of the services is governed by these Terms and they are available on our Site.

We have a legal obligation to supply goods that match the description of the goods ordered on our Site.

Our Site offers the following services:

- Drama club
- Workshops

Full payment is required to the user or client before the service starts.

These Terms apply to all the services displayed on our Site at the time you access it. All information, descriptions, images, or content that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject, or cancel your order for any reason, including but not limited to product availability, pricing errors, or order errors. If we cancel your order after your payment has been processed, you will receive a full refund to your original payment method within 14 business days. You are responsible for monitoring your payment instrument to verify receipt of the refund. If you have any issues with the refund process, please contact us at: _____, Caroline@fabricdreamstheatre.co.uk.

Subscriptions

Your subscription does not renew automatically. We will notify you prior to your next payment date and you must confirm your next payment before we are authorised to continue your subscription.

You can cancel your subscription at any time in accordance with the following policy:

- Cancellation of the club once paid in full cannot be refunded. Cancellations of attendance should be reported as early as possible. No refunds can be given under any

circumstances. .

Payments

The following payment methods are accepted on our Site:

- Credit Card
- Debit
- Direct Debit

By providing your payment information, you authorize us to charge your chosen payment method for the purchase price of goods or services, including applicable taxes and fees. We employ industry-standard security measures to protect your payment information. If you believe an unauthorized charge has been made to your account, please contact us.

If we believe your payment has violated any law, these Terms and Conditions, or our policies, we reserve the right to cancel or reverse your transaction. Examples of payment violations include, but are not limited to, fraudulent charges, unauthorized use of payment methods, or chargebacks. We may notify you before taking action, but we are not obligated to do so. If you believe your transaction was cancelled or reversed in error, please contact us.

Right to Cancel and Receive Reimbursement

Customers that live in the United Kingdom or the European Union have the right to cancel their contract to purchase from us services within 14 days without providing any notice. The cancellation period shall end as follows:

- For services, the cancellation period ends 14 days after the day on which the contract for the service is concluded. However, this right to cancel does not apply to services that have been fully performed before the end of the 14-day period.

To exercise your right to cancel, you must inform us of your decision to cancel clearly and unequivocally by email at Caroline@fabricdreamstheatre.co.uk or by post at _____. Your cancellation notice should include your name, order number, and contact details. We recommend that you use the Cancellation Form found at the end of these Terms and Conditions, but this is not mandatory. We will confirm receipt of your cancellation notice in writing.

Cancellation rights shall not apply in the following circumstances:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price is dependent on fluctuations in the financial market that we cannot control and which occur after the conclusion of the contract. For example, this may apply to financial instruments, cryptocurrency, or commodities.
- Services requested by the customer for urgent repairs or maintenance to prevent damage, injury, or significant inconvenience. Urgent repairs or maintenance are those that cannot be delayed without causing immediate harm or substantial disruption to the customer's property or well-being.
- Newspapers, magazines, or periodicals, except for subscription-based deliveries.
- Accommodation, transport, goods, vehicle rental, catering, or leisure services:
 - Accommodation, transportation of goods, vehicle rental, catering, or leisure activities where the contract specifies a particular date or period of performance.

Effects of Cancellation

If you request the performance of services to begin during the cancellation period and subsequently cancel your contract, you are required to pay us a proportionate amount for the services already performed up until the point you notify us of your cancellation. This amount will be calculated based on the total agreed-upon price for the services and the proportion of services completed at the time of cancellation. We will reimburse you any amount you have paid in excess of this proportionate amount.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you expressly agree to an alternative method. You will not incur any fees because of the reimbursement. In the case of international transactions, any currency exchange fees incurred will be borne by us.

Cancellation and Reimbursement rights are not affected by any return or refund policy we may have.

Refunds

Refunds for Services

Refunds for services sold on our Site are provided in the manner that follows:

- You will receive a refund of the course or workshop if cancellation is made more than 72 hours before the beginning of the first class or workshop..

Consumer Protection Law

Your statutory rights as a consumer are protected by applicable laws, including but not limited to the Sale of Goods Act 1979 and the Consumer Rights Act 2015 (or equivalent legislation in your jurisdiction). These Terms and Conditions do not affect your legal rights. In the event of a conflict between these Terms and Conditions and applicable law, the law will prevail.

Limitation of Liability

Fabric Dreams Theatre, its officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the Site or its content. This includes, but is not limited to, damages for lost profits, loss of data, or business interruption.

Indemnity

You agree to indemnify and hold harmless Fabric Dreams Theatre, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with your use of the Site or violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

Dispute Resolution

Unless otherwise stated in these Terms and Conditions, if Fabric Dreams Theatre and you or your representative are not able to resolve any dispute that may arise, then you and Fabric Dreams Theatre agree to submit the issue that arises before a non-binding mediator and, if the mediation fails, to an arbitrator. The arbitrator's final resolution shall be binding. Mediators and Arbitrators must be chosen as neutral parties acceptable to both you and Fabric Dreams Theatre.

Regardless of any other provision in these Terms, it is agreed that the right to bring an action in a small claims court in the jurisdiction where you reside is retained by both you and Fabric Dreams Theatre. Additionally, either party may seek injunctive relief or remedies for intellectual property infringement.

Severability

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.

Changes

We may modify these Terms and Conditions from time to time to reflect changes in our business or legal requirements. We will notify you of any changes by email or by posting a notice on our Site. The revised Terms and Conditions will become effective after the notification date. By continuing to use our Site after the effective date, you agree to be bound by the revised Terms and Conditions. If you do not agree to the changes, you may terminate your use of the Site.

Contact Details

If you have any questions or concerns, please contact us in the manner that follows:

- _____
- Caroline@fabricdreamstheatre.co.uk
- _____

Effective Date: 20/05/2025

Cancellation Form

You may use this form if you wish to cancel your contract of sale by email or by posting it back to us at the address below.

- To: www.fabricdreamstheatre.co.uk
- Address: _____
- Email: Caroline@fabricdreamstheatre.co.uk

I hereby notify that my contract of sale for the following goods or services is terminated:

Ordered on:

Received on:

Customer name:

Customer address:

Signature (only required if you are returning a hardcopy of this form):

Date: _____

Terms and Conditions: instructions for use

Once you have finalised your Terms and Conditions form, follow the instructions below to ensure proper implementation and adherence.

Review the entire document

Carefully go through the entire form to ensure all information entered is **accurate and complete**. Check for any spelling or grammatical errors.

Check key sections

Pay special attention to the following sections to ensure they are correctly filled out and relevant to your website:

- **Acceptance of Terms:** Verify that this section clearly outlines how users accept the terms by using your website.
- **Modification of Terms:** Ensure this section explains how and when you can change the terms and how users will be notified of such changes.
- **User Obligations:** Double-check the rules and guidelines for user behaviour and responsibilities on your website.
- **Intellectual Property:** Confirm that this section accurately describes the ownership and use of content and trademarks on your site.
- **Disclaimers and Limitations of Liability:** Make sure the disclaimers and limits of liability are appropriate for your website's operations.
- **Governing Law:** Ensure that the jurisdiction governing the terms is correctly specified.

Once you've reviewed every section, it's time for your final review.

Confirm completeness

Ensure that all relevant sections are included and **nothing important has been missed**. This includes privacy policies, dispute resolution procedures, and any other specific clauses relevant to your website.

Related documents

These are some documents that may also be of interest to you:

- Privacy Policy Template
- Safeguarding Policy

You can find these customisable documents on LawDistrict.

Please note that the information provided above is not intended as legal advice. We are not a law firm and cannot provide legal advice or representation. The instructions provided are for general informational purposes only. If you have any doubts or concerns about the use or validity of the Terms and Conditions, we strongly recommend seeking the guidance of a licensed solicitor who can provide legal advice tailored to your specific circumstances and jurisdiction.