

These are the terms and conditions upon which Staged Pty Ltd with Australian Company Number 122380974 located Level 1, 58 Restwell Street, Bankstown, trading as the Roseville and Lane Cove Dance Academies ('**Academy**') provides Dance Services ('**Services**').

In these terms and conditions the terms 'You' and 'Your' means the Student/Purchaser. Where the words 'We', 'our' and 'Us' appears that is a reference to the Academy.

This is an Agreement between the Student and the Academy.

Note: Where the Student is a Minor as defined under section 21 of the Acts Interpretation Act 1987 (NSW), this Agreement will be deemed to be between the Academy and the Parent or Guardian of the Minor.

1. **Services**

The Academy provides the following Services:

Dance Instruction for students aged 3 years to adults in the following genres:

- Classical ballet;
- Jazz dance;
- Contemporary dance;
- Tap and acrobatics.
- Teacher training is also available through Cecchetti Ballet Australia as the Registered Training Organisation (RTO).

2. **Term Dates 2020**

Term 1, Monday 3rd February-Thursday 9th April

Term 2, Monday 27th April-Saturday 4th July

Term 3, Monday 20th July-Saturday 26th September

Term 4, Monday 12th October-Concert

3. **Enrolment Term**

- Enrolment is on annual basis unless otherwise agreed by the Parties.

4. **Payment Methods**

4.1 The academy accepts the following payment methods:

- Credit Card;
- Debit Card;

4.2 The Academy will not accept cash payments.

5. **Payment of Fees**

5.1 All fees must be paid by the due date on the Invoice. Fees are invoiced on a term by term basis.

5.2 A costume deposit is added to term 2 fees and any balance of the actual cost added to term 4. All costumes are payable once ordering has commenced. A due date to advise of your child's non-participation is advised in term 3. Where we are not advised by this date, all costumes costs are payable by you.

6. **Merchant Service Charge Fee**

6.1 The Academy and or the Academy's Service Provider may charge a Merchant Service Charge Fee for any transaction.

7. **Incorrect Payment Information**

7.1 Where a Student provides the Academy or the Academy's Service Provider with incorrect payment information (for example, in respect of or relating to the Payment Methods specified in clause 4.1 above), including, but not limited to, occasions where the provision of such incorrect information results in a stop in a payment, incorrect drawing of monies or no payment from Your nominated account, the Academy will process the correct payment on a date determined by the Academy or the Academy's Service Provider at the Academy's discretion.

8. **Fee Complaints**

8.1 For all fee complaints please contact Office

9. **Debt Recovery**

10.1 The Academy reserves its rights to commence debt recovery through a Debt Collection Agency where a Student is more than 60 days late in paying an Invoice.

11. **Refunds**

Refunds will only be made where the Academy cancels a class or where there is a long term illness or long term injury. All other refunds will be at the discretion of the Academy or otherwise permitted by Law.

12. **Indemnity**

12.1 The Student shall indemnify the Academy, its employees and agents against any liability, loss or damage (including but not limited to for any personal injury, property damage/loss or wrongful death), costs (including the costs of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of or in connection with a wilful default or unlawful or negligent act or omission by the Student.

13. **Missed Classes by Students**

13.1 Where a Student is unable to attend a Lesson, the Academy will offer the Student an equivalent make-up class during Term 1 and Term 2 only.

13.2 It is the sole responsibility of the Student to arrange a make-up class within 28 days of the missed class.

13.3 The Academy is not required to provide a make-up class where a request to have a make-up class is made more than 28 days after the missed class.

14. **Cancelled Class by the Academy**

14.1 Where the Academy cancels a class for any reason the Academy in its sole discretion will decide whether it is appropriate to offer a make-up class or provide a refund as an alternative.

15. **Cancellation of Enrolment by the Academy**

15.1 Your enrolment in the Academy will be cancelled where any of the following occurs:

- while any of our Invoices remain unpaid;
- if You fail to comply with any reasonable direction issued by any staff member of the Academy which compromises our ability to provide our Services to Students or compromises the safety and welfare of other Students of the Academy;
- for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe;
- if in our sole discretion the Academy considers it is no longer appropriate to provide the Services to You.

16. **Cancellation of Enrolment by Purchaser**

16.1 You may cancel your enrolment by written notice at any time.

16.2 The cancellation will take effect on the last day of the term you are currently enrolled or at the end of the term in which date of cancellation has been notified

17. **Fitness to Participate**

17.1 The Academy provides the Services on the assumption that the Student is fit to participate in the Dance Classes.

17.2 By accepting this Agreement, the Student agrees the Student is fit to participate in the Dance Classes.

18.1 Dance Class Hygiene

18.1 No food is permitted in the Dance Studio. Students are required to bring water or other refreshments to hydrate themselves during Dance Class.

19. **Student Conduct During Dance Class**

19.1 The Academy is committed to providing an enjoyable experience for all Students. The Academy will not tolerate the following forms of unacceptable behaviour:

- verbal or physical abuse;

- intimidation by a Student or another Student or intimidation by a Parent or Guardian of any Student (including the Student that is child of the Parent or Guardian);
- discrimination in all its forms as defined under the *Anti-Discrimination Act 1977*(NSW); and
- harassment or threats of any nature towards Student, Parents and Guardians, or any employees or sub-contractors or third parties attending the Academy.

19.2 The behaviours described in clause 19.1 above, extends to those behaviours occurring at any location attended by the Academy and during any performances (including before the commencement of any performance and after any performance) made by Students of the Academy.

20. **Prohibition on Photograph and Video Recordings**

20.1 Due to our privacy obligations under State and Commonwealth legislation no photograph and video recordings shall be permitted of any classes or Student performances wherever they may occur.

20.2 Where a Student, Parent or Guardian fails to comply with clause, the enrolment of the Student and or Parent or Guardian will be cancelled and the Student, Parent or Guardian will not be permitted to attend any Academy premises or attend any performance of the Academy.

20.3 Where in the Academy's view, a breach of clause 20.1 may involve criminal conduct the Academy reserves its right to inform the relevant law enforcement body of the incident.

20.4 Where as a result of making a report as specified in clause 20.2, the Student, Parent or Guardian, agrees to indemnify the Academy from any claim, writ, loss or suit suffered by the Student, Parent or Guardian.

21. **Sending Material or Information by Email**

21.1 The Academy is able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If You ask us to transmit any document electronically, You release us from any claim You may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to Your system or any files by a transfer.

22. **Applicable Law**

22.1 The laws of New South Wales apply to this Agreement and any Commonwealth Law that may have jurisdiction.