

This document contains Kreationz Dance's General Terms and Conditions. It is a condition of enrolment that the parent/guardian/student over 18, reads, understands, and adheres to the General Terms and Conditions, as set out in this document.

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Enrolment and participation at Kreationz Dance is based on agreement to the following terms and conditions:

## **1. GENERAL FEES POLICY**

- 1.1 Kreationz Dance reserves the right to change the Schedule of Fees at any point in time without prior notification.
- 1.2 All Membership, Tuition, Costume, Rehearsal, Competition, Showcase, Performance, Display and Recital fees are non-refundable and non-transferable to other students, including siblings. There will be no refunds issued if you terminate your classes once paid for.
- 1.3 A non-refundable and non-transferable annual Membership Fee for insurance and incidentals is payable upon enrolment. Non-payment will result in the student being unable to continue with classes and they will not be covered for any insurance claims.
- 1.4 All tuition and package fees are payable in advance either upfront or on a quarterly or monthly basis by Direct Debit. A Direct Debit authorisation form is required to be completed at the time of enrolment.
- 1.5 Additional purchases will be invoiced and are payable either by direct deposit or by credit card.
- 1.6 A \$10 administration fee will apply to all late payments beyond 14 days, and a \$20 administration fee will apply to all late payments beyond 28 days. and all discounts will be forfeited.
- 1.7 Failure to pay your fees by the due date may result in classes being suspended until payment is received.
- 1.8 In exceptional cases where the Principal deems it appropriate to issue a refund, an \$11 administration charge will apply.
- 1.9 If a class is cancelled at any time by the studio, either a makeup class or a class time extension will be given in lieu of the cancelled class.
- 1.10 In the case of absenteeism, a makeup class can be taken in any class in the appropriate age group, provided that the studio has been notified of the absence prior to the commencement of the class (see clauses 1.11 and 1.12).
- 1.11 A maximum of six makeup classes are available at any given time and have an expiry date of six months. A student must be an enrolled member of Kreationz to access makeup classes. Makeup classes are forfeited once a student unenrolls.
- 1.12 Direct debits that are dishonoured will incur a \$14.40 fee.
- 1.13 Credit card payments attract a 1.6% surcharge (tap) and a 2.3% surcharge (phone and online).

## **2. PERFORMANCE PARTICIPATION**

By indicating your intention for yourself/your child to participate in the Mainstream Showcase/Dance Cirque Display/Ready Set Recital on the enrolment form, you agree to the following Terms and Conditions:

- 2.1 You are liable for the full amount of Showcase / Display / Recital Package fees.
- 2.2 No refunds or credits will be offered for the Showcase / Display / Recital Package fees.

## **3. CANCELLATION OF ENROLMENT**

- 3.1 You understand that your enrolment will be automatically rolled over each year and that your payment contract is on a term-by-term basis. Once classes have commenced for the term you are liable to pay the full term's fees.
- 3.2 You acknowledge that should you wish to withdraw your enrolment before the end of term you are obligated to notify the office in writing via the cancellation form. Your Direct Debit agreement will be terminated once the final instalment for the term's tuition and/or Performance Package fees have been paid.
- 3.3 A minimum notice period of 48 business hours is required to cancel a Direct Debit payment.

## **4. ACCOUNTS IN ARREARS**

- 4.1 Should the services of a debt collection agency be required to collect any outstanding debt on your account, you agree that you are liable for all resulting costs arising from the recovery, including but not limited to; commission; additional fees; charges; and, legal costs, as billed by the agency.

## **5. STUDENT AND PARENT INFORMATION ACKNOWLEDGEMENT**

- 5.1 You acknowledge that you have received, read and fully understand the Student and Parent Information Booklet and you agree to abide by all policies and procedures set out by Kreationz.

## **6. FIRST AID AND MEDICAL EMERGENCY RELEASE**

- 6.1 In junction with government health policies, Kreationz Dance are not legally able to administer first aid without parent/guardian consent (for students under the age of 18 years old). No medication, including Panadol, will be administered to any student at any time.

- 6.2 In the event of an injury or accident, you agree to give permission to Kreationz Dance, its owners, operators, and teachers to seek medical treatment, including ambulance, for yourself and/or your child/ren in the event they are not able to contact a parent or guardian.

## **7. CONSENT AND RELEASE OF LIABILITY**

- 7.1 You understand and agree that any activity in which you and/or your child/ren participate in is entirely at your own and/or your child/ren's own risk.
- 7.2 You agree to release and hold harmless Kreationz Dance, its owners, operators, contractors and employees from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned including property, while in or upon the premises or any premises under the control and supervision of Kreationz Dance, its owners, operators and teachers or en route to or from any of said premises.
- 7.3 To provide safe and effective dance training, Kreationz teaching staff may be required to give physical guidance to support correct technique, alignment and placement. This may include strictly appropriate physical contact, such as holding hands in a circle, assisting with balance or posture, or supporting lifts. By enrolling, you acknowledge and consent to Kreationz staff providing such contact when necessary. Teaching staff will always seek the student's consent at the time, before physical correction is given.
- 7.4 All Kreationz staff members have a valid Working with Children check and First Aid Certification.

## **8. STUDENT AND PARENT ETIQUETTE**

- 8.1 You agree that classes must be attended in appropriate dancewear and footwear as laid out in the Handbook.
- 8.2 All students and parents must behave in a respectable manner towards all staff members of Kreationz both inside the studio and out. Any kind of rude or disrespectful behaviour will result in the immediate expulsion of the student, forfeiting any advance payment.
- 8.3 You acknowledge that dancing is a team commitment, and students are expected to attend all classes throughout the term. If more than three classes are missed without a valid reason, the student may not be permitted to perform in an upcoming performance.

- 8.4 Parents, siblings and friends are asked to please remain seated in the designated waiting area and quiet during class. Generally, classes are closed to enable full concentration of both the students and the teacher.

- 8.5 During the period of enrolment and participation at Kreationz Dance, it is the responsibility of the parent or guardian to advise the office if personal circumstances and/or information changes.

## **9. PHOTO, VIDEO AND IMAGE RELEASE**

- 9.1 You acknowledge that Kreationz Dance has disclosed to you that you and/or your child/ren may be photographed, videoed, filmed or otherwise recorded whilst participating in classes, performances and activities and consent to this.
- 9.2 You agree to give permission for Kreationz Dance to use your and/or your child/ren's image/s in any promotion, advertisement, newsletter, website, video or other material taken during dance activities and performances and agree that Kreationz is entitled to entire copyright in and sole ownership of any such images. Should you not wish your child's image to be used in any Kreationz advertising please tick this box ☐
- 9.3 You agree to seek permission by the Principal to take photos and video footage at Kreationz Dance. All photos and video footage taken at Kreationz Dance must not be used in any form or way for the public to view.

## **10. CO-PARENTING POLICY**

- 10.1 Two sets of contact details can be kept on file where there are co-parenting arrangements in place. However, the parent enrolling the student will be deemed the main account holder, and therefore responsible for all payments. Kreationz Dance will not engage in discussion or written correspondence on behalf of either parent, to any third party.

## **11. FORCED STUDIO CLOSURE POLICY**

- 11.1 Should there be a forced Government closure of Kreationz Dance, classes will revert to an online learning platform.
- 11.2 By enrolling with Kreationz Dance, you are agreeing to the approach outlined in Clause 11.1 and understand that you will not be refunded or credited for any fees paid.