

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

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

1. GENERAL FEES POLICY

- 1.1 Kreationz 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 and showcase 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 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 a \$10 administration charge will apply.
- 1.9 If a class is cancelled at any time by the School, either a free class will be given in lieu of the cancelled class or a credit will be issued (with the exception of Public Holidays where credits do not apply and a makeup class will be offered).
- 1.10 In the case of absenteeism, a makeup class can be taken in any class with approval from the Principal (see clause 1.11).
- 1.11 A maximum of five makeup classes are available per term and have an expiry date of six months.
- 1.12 Direct debits and cheques that are dishonoured will incur an \$8 fee. Credit card payments attract a 2.2% surcharge.

2. SHOWCASE / PRESENTATION DAY PARTICIPATION FEE POLICY

By indicating your intention for yourself/your child to participate in the End of Year Showcase / Presentation Day on the enrolment form, you agree to the following Terms and Conditions:

- 2.1 You are liable for the full amount of Showcase / Presentation Day Participation fee.
- 2.2 No refunds or credits will be offered for the Showcase / Presentation Day Participation fee.

3. CANCELLATION OF ENROLMENT

- 3.1 You understand that your enrolment will be automatically rolled over for each term 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. Your Direct Debit agreement will be terminated once the final installment for the term's tuition has 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 as set out by Kreationz.

6. FIRST AID AND MEDICAL EMERGENCY RELEASE

- 6.1 In junction with government health policies, Kreationz Cheer and 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 Cheer and 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 activities in which you and/or your child/ren participate in is entirely at your own and/or your child/rens' own risk.
- 7.2 You agree to release and hold harmless Kreationz Cheer and 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 Cheer and Dance, its owners, operators and teachers or en route to or from any of said premises.
- 7.3 In order to provide adequate dance training, it is necessary for dance teachers to physically coach in the development of student technique and placement which may require strictly appropriate physical contact between dance teaching staff and students (such as holding hands in a circle, lifting, correcting posture etc). You consent to Kreationz teaching staff having contact with yourself and/or your child in this regard.
- 7.4 All of Kreationz teaching and administrative staff have a current Working with Children Check.

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 and cheerleading 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 the Showcase.

- 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, 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 Cheer and 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 Cheer and 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 in order to take photos and video footage at Kreationz. All photos and video footage taken at Kreationz 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 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 Cheer and Dance, classes will immediately revert to online learning platforms.
- 11.2 By enrolling with Kreationz, 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.

All Kreationz Cheer and Dance students and their parents and/or guardians must comply with the Kreationz COVID-19 Safety Policy and associated procedures as listed below.

At Kreationz, we take very seriously the position and role we play for young people in our community. We are committed to maintaining best practices in relation to hygiene standards, and will always strive to make our environment safe, supportive, nurturing and joyous for our students.

Resuming our operations means that we will need to run a little differently to how we have in the past. These measures are in line with current government guidelines and will be regularly reviewed and updated, as necessary.

Our COVID-19 Safety Policies and Procedures have been developed using Work Safe and Ausdance best practice guidelines. The Ausdance Return to Dance guidelines can be viewed at <https://www.ausdancevic.org.au/resources-from-ausdance-vic>

Enrolment and participation at *Kreationz Cheer and Dance* is based on agreement to the following Terms and Conditions:

1. ILLNESS PROTOCOL

- 1.1 Students, parents and staff **MUST NOT** attend Kreationz classes if they:
 - 1.1.1 Have any symptoms of cold, flu and/or fever.
 - 1.1.2 Have been in contact with an individual who has tested positive to COVID-19 in the past 14 days.
- 1.2 Any individual who has attended Kreationz Cheer and Dance **MUST** notify our office via email if they have tested positive for COVID-19.
- 1.3 Kreationz Cheer and Dance reserves the right to refuse entry to any student, parent or teacher who presents with any symptoms as per above.

2. HYGIENE PRACTICES

- 2.1 Hand sanitiser, soap, disposable hand towels and tissues will be provided in the studios, bathroom and at reception.
- 2.2 All persons who enter the studio will be required to wash and/or sanitise their hands upon entry and exit.
- 2.3 The studio and all areas of the building will be deep cleaned and sanitised daily. This will include wiping down "high-touch" surfaces in between each class including barres, door handles and handrails.
- 2.4 Where possible, doors will remain open to avoid the touching of door handles.
- 2.5 Students are not permitted to bring tablets, food or toys to share with other students.
- 2.6 Signage and social distancing markers will be displayed throughout the building.

3. STAFF RESPONSIBILITIES

- 3.1 All staff will be fully vaccinated against COVID-19.
- 3.2 All staff will undertake Australian Government COVID-19 Infection Control Training and will remain up to date with government guidelines and best practice, in relation to hygiene and infection control.
- 3.3 All staff will receive formal training in Kreationz COVID-19 procedures.
- 3.4 Staff will remind students of the importance of good hand washing hygiene and ask all students to sanitise hands before and after each class, and after bathroom breaks.
- 3.5 Parents/carers will be called for immediate pick up if a student presents as unwell.
- 3.6 Kreationz staff will fully supervise all students during drop off and pick up times, to eliminate the need for parents/carers to enter the building.
- 3.7 Staff will not come into the studio if they are unwell.

4. DROP OFF AND PICK UP PROCEDURE

In the case of capacity restrictions to our studios, the following will apply:

To enable Kreationz to control the number of persons in each space at any one time, and to ensure that maximum capacity/density limits set out by the government are adhered to, the following conditions will apply:

- 4.1 Parents of **school aged students** **WILL NOT** be permitted inside the premises.
 - 4.1.1 Students aged 10 years and over may enter/exit the building independently to and from their parent's car.
 - 4.1.2 Students under 10 years must be accompanied by a parent to and from the **front door of the building**, where a member of staff will escort them to the studio.
 - 4.1.3 If a parent/guardian of a school aged student has to enter the studio at any time, they must be **fully vaccinated**, check in via the QR code, and show proof of vaccination status.
- 4.2 **Pre-School students** may be accompanied into the studio by **ONE FULLY VACCINATED** parent/carer only.
- 4.3 Parents/carers who enter the building will be required to:
 - 4.3.1 Check in via the QR code and show proof of vaccination tick,
 - 4.3.2 Sanitise hands upon arrival and exiting,
 - 4.3.3 Adhere to social distancing,
 - 4.3.4 Refrain from bringing siblings on site. Should a parent need to bring other children to the studio, you will be required to drop your child at their class and then wait in your car or go for a walk etc.
- 4.4 Parents/carers are to be punctual at pick/up drop off times, so to avoid students needing to stay in waiting areas.
- 4.5 Students are not permitted to be dropped off early or picked up late.

5. STUDENT RESPONSIBILITIES

- 5.1 As per the Victorian Government mandates, all students aged over 12 years and 2 months must be fully vaccinated.
- 5.2 Students are requested to go to the bathroom and wash their hands at home.
- 5.3 Students must bring in a **NAMED** zip lock bag their named change of shoes and a named drink bottle to class. *Please no dance bags due to closure of lockers.* We encourage parents to wipe these items before coming to class and when you get home.
- 5.4 Refrain from any unnecessary body contact and abide by the social distancing practices in place at the studio (e.g. hugging, high five etc). We understand this is more challenging for little ones and will do our best together to promote positive strategies and age-appropriate alternatives.

6. USE OF FACILITIES

- 6.1 Toilet facilities are open, however students are encouraged to use the toilet before and after class at home, if possible.
- 6.2 Locker areas are closed. Refer to item 5.2.
- 6.3 All areas will abide by maximum capacity limits of 1 person per 2 sqm.
- 6.4 Payments can only be made via direct debit or credit card.
- 6.5 Uniforms can be purchased in the studio or via our online order form. Students will be able to collect these items before or after their class time. We highly encourage parents to purchase uniform without the need to try garments on.

7. MISSED AND CANCELLED CLASSES

- 7.1 There will be no refunds for students not attending class due to illness AND/OR if government restrictions require us to stop face-to-face learning.
- 7.2 Makeup classes will be offered to students not attending class due to illness (conditions apply).
- 7.3 If Government-imposed restrictions require Kreationz to close our doors once again, we will revert to immediate online learning platforms. By enrolling with Kreationz you are agreeing to this approach and understand that you will not be refunded for any fees paid.

8. ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

- a. Kreationz Cheer and Dance commits to comply with all Victorian State Government Guidelines to combat the spread of COVID-19; however, Kreationz Cheer and Dance cannot guarantee that you or your child(ren) will not become exposed; and if exposed, that you or your child will not be infected with COVID-19.
- b. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your child(ren) and yourself may be exposed to, or infected by, COVID-19 by attending Kreationz Cheer and Dance.
- c. You voluntarily agree to assume all of the foregoing risks, and accept sole responsibility for any exposure or infection to yourself or your child(ren), that may be experienced or incurred in connection with your or your child(ren)'s attendance at Kreationz Cheer and Dance.
- d. You agree to release and hold harmless Kreationz Cheer and Dance, its owners, operators, contractors and employees from any and all liability, claims, demands, and causes of action whatsoever, arising out of any exposure to COVID-19, related to any illness or injury, including death, that may be sustained by the participant and/or parent, while in or upon the premises or any premises under the control and supervision of Kreationz Cheer and Dance, its owners, operators and teachers or en route to or from any of said premises.
- e. You agree to notify Kreationz Cheer and Dance, if yourself, your child(ren), or any member of your household contracts COVID-19 or has come into contact with someone who has tested positive for COVID-19.
- f. You have read, understood, and agree to abide by the COVIDSafe Plan put in place by Kreationz Cheer and Dance.