

This document contains Kreationz Cheer and 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.

## CONTENTS

<b>GENERAL TERMS AND CONDITIONS</b> .....	2
1. GENERAL FEES POLICY .....	2
2. PERFORMANCE PARTICIPATION POLICY .....	2
3. CANCELLATION OF ENROLMENT .....	2
4. ACCOUNTS IN ARREARS .....	2
5. STUDENT AND PARENT INFORMATION ACKNOWLEDGEMENT .....	2
6. FIRST AID AND MEDICAL EMERGENCY RELEASE .....	2
7. CONSENT AND RELEASE OF LIABILITY .....	3
8. STUDENT AND PARENT ETIQUETTE.....	3
9. PHOTO, VIDEO AND IMAGE RELEASE.....	3
10. CO-PARENTING POLICY .....	3
11. FORCED STUDIO CLOSURE POLICY.....	3

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, Showcase, Concert 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 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 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 with approval from the Principal (see clauses 1.11 and 1.12).
- 1.11 A maximum of five makeup classes are available per term and have an expiry date of six months.
- 1.12 A student must be an enrolled member of Kreationz to access makeup classes. Makeup classes are forfeited once a student unenrolls.
- 1.13 Direct debits that are dishonoured will incur an \$14.40 fee.
- 1.14 Credit card payments attract a 2.2% surcharge.

## **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 fee.
- 2.2 No refunds or credits will be offered for the Showcase / Display / Recital Package fee.

## **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 Showcase/Concert/Recital 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 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/ren's 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/Concert/Recital.

- 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.