## **TERMS AND CONDITIONS**

## **RISK OF PERSONAL INJURY**

Dance classes can involve risk of personal injury. While Dance Venture takes all reasonable care in the conduct of its workshops/classes, it accepts no responsibility for injury or loss caused during participation in the workshop/classes. You are ensuring that you are physically and medically fit for the classes and during the classes you must at all times take care of your own personal safety and belongings.

Dance Venture staff must be informed of any medical or other conditions of the dancer that the parent/guardian deems important for Dance Venture staff to be aware of. This includes all allergies, physical conditions and mental conditions. Any medical conditions that require individual medical action plans must be submitted at the time of enrolment.

## **ENROLMENTS**

Enrolments are completed each semester and once confirmed, secures places in class/classes for the full duration of the term.

Enrolments must be confirmed by payment of invoice by the Dance Venture office staff. Enrolments and spots in classes are not confirmed until this has been paid.

Any changes to enrolments and contact details must be communicated to the office staff (not teachers).

Dance Venture does not accept enrolment for casual attendances unless a Class is specifically advertised as such.

### **FEES**

Fees are charged on a per term basis (quarterly). There is an annual enrolment fee of \$25.00.

By default, fees must be paid in full, unless a payment plan has been agreed upon in writing by Dance Venture.

Term fees are due within 7 days of the commencement of each term, or within 7 days from the invoice date for new students or updated enrolments.

Term fees that remain unpaid after 14 days of the commencement of each term, or after due date will incur a \$5.00 weekly late fee without notice. An additional \$5.00 per week will be added to unpaid fees until paid.

If after 28 days the term fees are not paid, Dance Venture reserves the right to refuse participation for students until fees have been paid.

If after 35 days the term fees are not paid, a letter of demand will be sent via email to recoup the fees and the full amount is payable within 7 days from the issue of the letter of demand.

If after 42 days accounts remain unpaid, Dance Venture reserves the right to take the matter to a solicitor/debt collector to recoup the fees. Any additional costs incurred from the solicitor/debt collector will be the responsibility of the persons who the invoice is made to.

All fees must be paid in full before the commencement of the following term. Failure to settle fees before the commencement

of the following term will result in participation in classes being restricted until the full amount is paid.

Families who have 2 siblings attending classes and who accumulate over four hours of ballet tuition per week are entitled to a 4% discount off their ballet fees (excluding Performance Group, and Private Lessons, etc.).

Term fees do not include costs for costumes and accessories or annual performance fees. Also excluded are private lessons, exam coaching classes, holiday classes, exam and competition fees or any uniform items.

Any additional costs (such as exams, costumes, competitions, etc.) will be invoiced separately from fees and are due by the due date on the invoice.

Students with outstanding fees who have been absent for the first 4 weeks of term classes who have not communicated absences will have their enrolment forms cancelled, and steps will be taken to recover outstanding fees at the parent/guardians expense.

Fees are strictly non-refundable, and discounted fees are not provided for public holidays, extended holidays or missed classes.

Students may request a credit for any injury or illness resulting in four consecutive weeks of missed classes. Requests must be in writing with a medical certificate provided.

If students will miss classes for a minimum of four weeks due to extended family holidays, credits or a pro-rata will be provided if a request is made in writing at least 2 weeks prior to the departure date. Students commencing during or after Week 3 of each term will have a pro-rata applied to their fees.

Dance Venture offers the following payment methods: Bank Transfer, Visa and Mastercard (if paying by Credit a 1.5% surcharge will apply). Payment can be made online once invoiced by Dance Venture. With the exception of 'open day', where payments can be made in person.

Dance Venture reserves the right to refuse entry or class participation to students with outstanding fees.

Where any fees are outstanding after the due date for payment in respect of any enrolment, Dance Venture reserves the right to:

- \* Cancel and/or suspend the Enrolment;
- \* Refuse entry to any person(s) associated with that enrolment.

## **REFUNDS**

Classes are non refundable. If you are unable to make a class, or change your mind we cannot issue you with a refund. You may receive a credit for classes missed but this must be utilised within the same term of purchase.

If sickness or injury prevents your from attending classes, please advise our studio reception within 14-days providing a medical certificate so we can determine if you can receive a credit for the classes missed.

#### **CANCELLATIONS**

Changes or cancellations too enrolments will only be accepted in writing. Cancellations after a term has commenced still incur full term fees, including those opting to pay via direct debit, or in instalments.

Fees are strictly non-refundable.

A credit note for cancellations in classes can be provided. Credit notes are transferable between students within the same family.

Credit notes are valid for 12 months from the issue date.

#### **ABSENCE TO CLASS**

Please notify Dance Venture by phone or email if your child will be absent from class for any reason.

If a student is absent for 4 or more consecutive weeks due to illness or extenuating circumstances, a discount may be applied to the term fees at the discretion of the office staff. Medical certificates and other supporting documentation is appreciated.

If students will miss classes for a minimum of four weeks due to extended family holidays, credits or a pro rata will be provided if a request is made in writing at least 2 weeks prior to departure date.

## SAFETY AND PHYSICAL CONTACT

Students participate in classes at their own risk. Dance Venture accepts no liability for any injury that may be incurred while participating in class or present at Dance Venture premises.

Dance Venturer reserves the right to arrange medical transportation, at the student's expense, in the event of an emergency.

The nature of dances classes requires physical student-teacher contact for the purposes of placement and correction of technique and will always be appropriate. All teachers at Dance Venture have Working With Children clearance.

Children are not to exit Dance Venue premises unless accompanied by an adult. Parents must ensure children understand this vital regulation.

Should students be collected from Dance Venture by anyone other than a parent/guardian, Dance Venture should be notified. All students must enter from the rear of the Dance Venture.

The movement of children from parental supervision to Dance Venture staff supervision requires the utmost care by all parties. No child should be left without the parent being satisfied that their child is in class and/or under the care of the Dance Venture staff. Nor should any child be encouraged to leave care without supervision.

When students leave Dance Venture premises, they are no longer under the care of Dance Venture.

While not participating in dance class, children remain the responsibility of parents/guardians at all times. This includes siblings.

Parents/guardians of Preschool students are required to enter Dance Venture premises to collect their students from the front.

In the event of an evacuation, Dance Venture staff will follow set guidelines to ensure the safety of all students. The main evacuation assembly point is in the parking lot in front of the studio. Here, dancers will be supervised and parents/guardians will be contacted to collect students.

## COMMUNICATION

Email is the primary form of communication at Dance Venture.

Important information and updates are sent regularly via email to parents.

It is recommended you add <u>renate.cumalkovs@bigpond.com</u> to your email contacts.

Should you not be receiving emails from <a href="mailto:renate.cumalkovs@bigpond.com">renate.cumalkovs@bigpond.com</a> Junk/Spam email should be checked as email hosting providers will filter emails differently.

The for communication regarding fees, changes to enrolments, etc. All such emails must be sent to janethlane@hotmail.com

Hard copies of important information and newsletters are available on our notice board in the waiting areas and online.

Facebook, Instagram and any other forms of social media are not accepted as a valid method of communication for any administrative purposes (including upcoming absences, general queries, etc.). These should be communicated via email or phone.

Dance school notices may be posted on Facebook from time to time, however, anything of direct importance to parents or students will be informed via email.

Phone calls before or after office hours may not be answered; however, staff will endeavour to return calls within 24-48 hours.

Emails will be answered during the week and office hours. With over 400 students, patience is appreciated. Staff will endeavour to answer all emails within 48 hours (excluding weekends).

If for any reason parents have personal contact numbers for any Dance Venture staff, or have them as contacts on Social Media, they are to refrain from texting or calling unless in an emergency. Appropriate communication within regular business hours is appreciated; however, parents are encouraged to speak to the office staff directly before contacting teachers.

## Office Hours:

Monday & Friday: 3.30 - 6 pm

Saturday: 3.30 - 6 pm

Sunday: Closed

#### **CLASSES AND TIMETABLES**

Students who are ill or injured may be isolated and/or sent home from class.

Dance Venture will make every effort to ensure consistent teachers; however, occasionally classes may need to be taken by a substitute teacher.

Students are expected to arrive on time for class regularly.

Dance Venture reserves the right to amend or cancel classes whenever necessary.

All classes at Dance Venture are closed (only the teachers and students may be in the studio during classes). Exceptions can be made for Preschool students for their first class or two, as we understand students need to settle into their new class and environment and for parent watching days.

Only water is permitted inside the studio. Food and other drink is only permitted in the foyer and student areas. Chewing gum is strictly prohibited in all areas.

Students must bring a water bottle to class.

Students are required to wear their full uniform and shoes in every class. Hair must be in a secure ballet bun for all classes. Preschool students are welcome to wear their hair in a bun. Please read the applicable uniform on our website for clarification.

No classes or teachers are to be disturbed unless in case of emergency. Parents are not to approach teachers or students during class. If messages or food/drink/medication needs to be passed to a student, it must be done through a staff member.

Students are not to take mobile phones or other electronic devices into class.

Preschool, Senior School and Adult classes are term-based and operate according to Dance Venture term dates.

#### WATCHING CLASSES

In order to maintain students concentration and focus, in general, parents are not able to watch classes at Dance Venture. Exceptions can be made for Preschool students for their first class or two, as Dance Venture understands students need to settle into their new class and environment.

#### CHOREOGRAPHY

All choreography and class work taught in class by Dance Venture staff or guest teachers remains the property of Dance Venture and may not be used without permission from the director.

## DANCE VENTURE PREMISES ETIQUETTE

All persons on the Dance Venture premises are asked to respect the space by placing rubbish in bins and leaving the kitchen, toilets and all waiting areas tidy, including returning toys and activities for siblings to their places.

Students waiting before, between and after classes are expected to behave appropriately at these times and not run around or be excessively noisy.

All dishes and cutlery from the kitchen must be washed, dried and returned by the student before their class starts. If any mess is left, students will be asked to leave class to clean their area before they can return to class.

#### PERSONAL PROPERTY

All personal items should be clearly labelled with the students name.

All property should be sorted in the spaces provided in the dressing and warm up area.

Lost property can be found in a plastic tub in the student area. Any items found around the studios and premises are added on a daily basis.

Items of value (Fitbits etc) will be kept at the front desk.

Lost property will be stored until the end of each term. At the end of term, all uncollected items will be donated to charities and any dance wear will be added to our second hand store.

Dance Venture is not responsible for loss of personal property and will not email or SMS parents of classes in regards to any lost property items.

Dance Venture accepts no responsibility for the loss of or damage to personal property of any kind.

#### **PRIVATE LESSONS**

Private lessons and the opportunities that come with them are a privilege and not offered to all students. This privilege can be withdrawn at any time if the student is not showing the necessary commitment both in the private lessons and in regular classes.

Term fees must be kept up to date at all times and are a priority over private lessons. This means fees are either paid in full at the commencement of Term, Should fees be overdue, Dance Venture reserves the right to withdraw students from private lessons at any time.

Commitment to regular classes and Performance Group work is always the number one priority.

Private lessons cannot be used to make up for classes missed and cannot be used in place of a regular timetabled class.

Private Lessons are not included in the regular class fees.

Dependant on the teacher, fees are payable either in Cash or through Dance Venture.

Private Lessons start at \$70.00 (senior) \$55 (junior) per hour depending on the teacher. This does not include \$10 studio hire free for students.

If paying by Cash, this must be paid on the day of each Private Lesson.

Any fees incurred for competition entries, costumes, etc. are the responsibility of the parent/student and are not included in the cost of private lessons.

A minimum of 24 hours' notice is required for cancellations, with the exception of extreme illness (including short notice of Covid19 positive tests). Failure to cancel before 24 hours will incur the full amount of the lesson.

In the event that Private Lessons are rescheduled or cancelled prior to the above 24 hour rule etc. and payment has already been made, a make up lesson can be arranged or a credit applied to your account.

Students will only be allowed to perform in exams and competitions if the Director feels that they have reached an appropriate standard.

Students are permitted to perform in competitions approved by the director. All solos, music, and costumes must be cleared with the director prior to commencement of choreography, etc.

Students may only learn solos in styles of dance that they are enrolled in at Dance Venture.

#### **VIDEO AND PHOTOGRAPHY**

Dance Venture reserves the right to photograph or video students participating in dance class or performances at any time for

promotional purposes. Permission must be sought for any other photography/video. If you do not wish your child to be photographed, please let the office know in writing.

Any and all footage supplied to students (e.g.to assist with practice at home) remains the property of Dance Venture and is not to be shared with external parties without prior consent.

## YOUR PRIVACY

At danceventure.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximise the services that we provide to you. Danceventure.com.au respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully. You may change your details at any time by advising us in writing via email.

## THIRD PARTIES

danceveture.com.au does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

## **DISCLOSE YOUR INFORMATION**

Danceventure.com.au may be required, in certain circumstances, to disclose information in good faith and where danceventure.com.au is

required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

## **EXCLUSION OF COMPETITORS**

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of danceventure.com.au. danceventure.com.au expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then danceventure.com.au will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unauthorised and improper use. Danceventure.com reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

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