

## The Dance Company Terms and Conditions

By enrolling as a student at The Dance Company, you are hereby agreeing to the following terms and conditions:

### 1. Definitions

**The Dance Company (or Us)** mean The Dance Company Pty Ltd (ABN 70 571 786 985).

**Fees** means the fees for the provisions of Services as set in the Class Fee Schedule, available at <http://www.tdcthedancecompany.com.au> which form part of this Agreement.

**Force Majeure Event** means acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default by or act or omission of a third party, suppliers or sub-contractors.

**Personnel** includes any officer, employee, agent, teachers, contractor, sub-contractor or consultant of The Dance Company.

**Policies and Procedures** means the policies and procedures that apply to the Services, available at <http://www.tdcthedancecompany.com.au> as updated from time to time, which form part of this Agreement.

**Privacy Policy** means The Dance Company Privacy Policy, available at <http://www.tdcthedancecompany.com.au> as updated from time to time, which forms part of this Agreement.

**Premises** means the performing arts studio situated at 214B Hall Street, Spotswood, Victoria, 3015 (or such other premises of The Dance Company from time to time).

**Registration Form** means the registration form which a person completes to register their interest in enrolling as a Student at The Dance Company.

**Services (or classes)** means pre-school, general, adult, troupe and/or industry dance classes, dance performances and competitions, singing, acting and tumbling classes as more fully described on the Website.

**Student (or You)** means the individual named on the Booking Form and includes the parent/guardian (where applicable). **Website** means the The Dance Company website located at <http://www.tdcthedancecompany.com.au> or any other internet site notified by The Dance Company from time to time.

### 2. Conditions of enrolment

2.1. The Student agrees and acknowledges that by completing and submitting the Registration Form the Student has agreed to abide by these terms and conditions. The terms and conditions also include the Registration Form, the Policies and Procedures, Video and Photograph Consent Form and the Privacy Policy (collectively the **Agreement**).

2.2. Upon enrolment, the Student has agreed to pay the Fees as set out in the Class Fee Schedule.

2.3. The Student must read, acknowledge and abide by the Policies and Procedures.

2.4. The Student must be medically fit to attend or participate in the classes. It is the responsibility of the Student to notify The Dance Company if they are ill or injured. The Dance Company may deem (at its sole discretion) that a Student is not medically fit to attend or participate in the classes. If requested, the Student must provide sufficient medical information to The Dance Company to satisfy Us that the Student is medically fit to participate in the classes. The Dance Company is not able to provide advice concerning medical fitness to attend or participate in the classes and that it is the Student's responsibility to seek medical advice in this regard.

2.5. The Student must complete a Video and Photograph Consent Form upon enrolment.

2.6. The Dance Company, at its absolute discretion, will allocate the Student to the most suitable classes, taking into account their age, past experience, dance ability, potential/talent, maturity, knowledge, behaviour, commitment and goals.

2.7. The minimum enrolment period is one term. For new students joining after the start of a term, Fees will be charged pro-rata. The term dates are available on the Website (as updated from time to time).

2.8. Registration is subject to the availability and applicable pricing at the time of registration. Where a class is full, the Student may be placed onto the waiting list.

2.9. The Dance Company reserves the right to cancel or change classes at any time.

### **3. Fees**

3.1. In consideration of The Dance Company providing the Services, the Student must pay the Fees as set in the Class Fee Schedule.

3.2. All prices are quoted in Australian dollars and includes Goods and Services Tax (GST) unless otherwise specified.

3.3. Fees are invoiced by the term. The full term invoice must be paid by the set due date, regardless of the number of classes the Student wishes to attend (or actually attends).

3.4. Invoices are emailed 1 month prior to the due date to the email address provided on the Student's Registration Form.

3.5. Fees are due by the end of week 1, each term. After this period, places of unpaid Students may be opened to Students on the waiting list for classes.

3.6. Families with term invoices over \$500 may request a payment plan (which may or may not be accepted by The Dance Company). This must be arranged and expressly approved by The Dance Company prior to the due date. There will be no discounts, refunds or credits applied for missed classes. Any agreed payment plans are arranged by using Ezidebit. Additional fees apply.

3.7. Where the Student withdraws from The Dance Company or classes during a term, the invoiced amount must still be paid for and no refunds will be issued.

3.8. Fees can be paid using cash, eftpos, bank transfer or credit card. Cheques are not accepted. Additional fees may apply for payments made by credit card.

3.9. If the Student fails to pay the Fees to The Dance Company by the due date, without limiting any other remedies available to it at law, The Dance Company may, at its sole discretion, either:

(a) charge interest on all outstanding Fees, charged at an interest rate of 1.25% per month (15% per annum); or

(b) suspend or terminate the Services until all outstanding Fees are paid in full (including interest).

3.10. Notwithstanding any other provision of this Agreement, where the Student is a new Student s/he may attend a free trial class before enrolling at The Dance Company, provided the new student completes a Registration Form.

### **4. Refunds**

4.1. Unless otherwise stated in this Agreement and to the extent permitted by law, if a Student misses a class (wholly or partly) or withdraws from The Dance Company for whatever reason, the Student will not be entitled to a refund of the Fees. This ensures The Dance Company can maintain a stable learning environment for all Students with minimum class disruptions. Teachers are also hired based on full term periods.

4.2. Notwithstanding any other provision of this Agreement, The Dance Company may, at its absolute discretion, provide the Student who has missed a class or has withdrawn from The Dance Company due to

illness or injury, with a booking credit or full refund of the relevant Fee, provided the Student can provide The Dance Company with medical proof (e.g. medical certificate) of their illness or injury.

4.3. To the extent permitted by law, there will be no refunds in any circumstances for:

(a) costume hire fees or costume purchase fees.

(b) Showcase Tickets.

## **5. Expectation**

5.1. The Students is expected to attend all scheduled classes and rehearsals throughout the year.

5.2. The Dance Company must be notified in advance if the Student wishes to withdraw from the classes. In the event the Student is absent from class without reason from more than 3 classes in a row, The Dance Company may, at its absolute discretion, terminate the Services and, to the extent permitted by law, no refund will be given.

5.3. Where the Student is an Industry and Troupe level Student s/he is expected to be available for all scheduled performances throughout the year.

5.4. The Student must be on time for classes and dressed in the correct uniform.

5.5. In the event of illness the Student will notify The Dance Company.

5.6. If a class is cancelled by The Dance Company for whatever reason (excluding a Force Majeure Event) The Dance Company will offer affected Students a refund or booking credit towards another class.

## **6. Intellectual property**

6.1. You acknowledge that The Dance Company is the owner of:

(a) the photographic and digital images and/or audio and visual recordings (and all intellectual property rights contained therein) taken of You by, or on behalf of, The Dance Company at, or in relation to,

(a) The Dance Company class or event, and You are not entitled to any remuneration, royalties or any other payments from The Dance Company in respect of the use by The Dance Company of the photographic and digital images and/or audio and visual recordings; and

(b) all costumes, choreography or music (and ancillary work products) discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services or this Agreement will vest in, and are assigned to, The Dance Company .

## **7. Personal conduct**

7.1. You must at all times conduct yourself in a civil, safe and proper manner and entirely in accordance with the Policies and Procedures and any other directions of The Dance Company.

7.2. Should the Student violate the Policies and Procedures or engage in any behaviours or practices that are deemed to be inappropriate or unsafe, The Dance Company reserves the right, to immediately, without further notice to You, terminate the Services, and, to the extent permitted by law, no refunds will be given.

## **8. Loss and damage**

8.1. The Dance Company is not responsible to the Student for any lost, stolen or damaged to personal property. Personal property is brought to classes at the Student's own risk.

8.2. The Student will be liable for loss, injury or damage caused by an act or omission of the Student to anyone else or to The Dance Company 's property including without limitation the Premises, equipment, costumes, uniforms, props or other property (**The Dance Company Property**). In such an event, without

limiting any other remedies available to it at law, The Dance Company reserves the right to charge the Student the full cost of either (at its discretion) repairing or replacing The Dance Company Property.

## **9. Release and Indemnity**

9.1. Although The Dance Company endeavours to provide a safe, clean and secure environment for the Student, classes entail certain risks (including the danger of personal injury) which cannot be fully eliminated. The Student voluntarily elects to attend the classes and accepts the Services 'as is' and assume all risks of loss, damage or injury that may be sustained as a result of attending or participating in the classes or otherwise utilising the Services.

9.2. To the extent permitted by the law, the Student agrees to release, indemnify and hold harmless, The Dance Company and its Personnel against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from:

- (a) a breach by the Student of any of their obligations under this Agreement;
- (b) any act or omission (whether negligent, dishonest, fraudulent or otherwise) of The Dance Company ; or
- (c) the Student's attendance or participation in the classes and their use of the Services.

9.3. Each indemnity is a continuing obligation and survives termination or expiration of this Agreement. It is not necessary for The Dance Company to incur expenses or make any payment before enforcing a right of indemnity under this Agreement.

## **10. Liability**

10.1. To the extent permitted by law the aggregate of The Dance Company's liability to the Student, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, is limited to an amount not exceeding the amount paid by Student for the Services that are the subject of the liability.

10.2. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on The Dance Company are excluded by this Agreement.

10.3. Nothing contained in this Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Consumer and Competition Act 2010 (Cth) or any other national, State or Territory legislation (the Acts) where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon the Student pursuant to any of the Acts, The Dance Company 's sole liability for breach of any such condition, warranty or other obligation is limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

## **11. Force majeure**

11.1. The Dance Company shall have no liability to the Student under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by a Force Majeure Event.

## **12. General**

12.1. If there are any inconsistencies between the terms of this Agreement and the Policies and Procedures, the terms of this Agreement will prevail to the extent of the inconsistency.

12.2. This Agreement is governed by and must be construed in accordance with the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the

Courts of the State of Victoria, Australia.

12.3. If the whole or any part of any clause of this Agreement is illegal or unenforceable, that part or whole of that clause will be severed and will not affect the continued operation of the remaining provisions.

12.4. This Agreement replaces all prior agreements between The Dance Company and the Student (whether written or verbal) and all prior statements or promises made by The Dance Company or its Personnel. The parties agree that this Agreement embodies their entire understanding and agreement.

12.5. No variation, alteration or addition to this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

12.6. This clause 11 and clauses 3, 4, 6, 7.2, 8, 9, and 10 survive termination of this Agreement

**By clicking Yes on the Registration Form or signing the registration form, You acknowledge and agree that You have read and understand these Terms and Conditions, and agree to be bound.**