

## Centenary Dance Pty Ltd

Terms and Conditions as at 22<sup>nd</sup> Dec 2020

### Fees, deposits and refunds

1. A fee is charged for each class enrolled per term. There is an annual enrolment fee of \$44 per student or \$66 per family (two or more students) & **NO ENROLMENT FEE for Tiny Tots Dance.**
2. Students are expected to attend all classes and an invoice will be raised for the whole term.
3. Fees will only be pro rata when a new student starts during a term.
4. An invoice for students who enrol during the year will be issued to enable payment immediately (see Clause 9 below).
5. Refunds will not be given for non-attendance, other than for the reasons set out in Clause 12 or where the Code of Conduct has been invoked as set out in Clause 25.
6. Refunds will not be given where a class must be cancelled and rescheduled for the reasons set out in Clause 16.
7. Fees are inclusive of GST.

### Payment

8. Invoices must be settled prior to the start of each term or within 7 days of the invoice date whichever is the later; or prior to starting classes following confirmation after the given trial date where a student has enrolled during the year.
9. New students should pay using the invoice that will be emailed following the free trial classes.
10. Payment can be made:
  - 10.1 By bank transfer to:

Name: Centenary Dance Pty Ltd

BSB: 084-255

Account: 23 659 2145
- Bank transfers should in all instances reference invoice number and invoice name. Failure to do so may result in the payment being unidentified, the account remaining outstanding and the student not being admitted to class.

10.2 By direct debit from bank account, credit or debit card.

10.3 By telephone 07 3310 4779 or 0480 123 147 for credit or debit card transactions.

10.4 By post to Accounts, Centenary Dance Academy, PO Box 476 Sherwood 4075.

10.5 In person to the Office 45 Jijaws Street Sumner Park (at the Performing Arts Centre) for credit or debit card, cheque or cash transactions during reception hours (Various).

11. The Academy will not accept any liability for cash or cheques left at Reception, given to teachers or any other persons not authorised to receive money. All payments must be made in accordance with Clause 10 above.

#### Late Payment

12. The payer will receive both verbal and written notice if payment has not been received in accordance with these terms and conditions.

All discounts will be reversed if accounts are not paid by the due date.

13. The Academy reserves the right to charge a late payment fee of 10% of the invoice amount if an invoice remains unpaid after the first week of a new term unless a direct debit arrangement is in place. \*Additional monthly late fee may apply if account remains in arrears after first late fee is issued.

#### Register, attendance and absence

14. A register for each class is maintained by the teacher and records student attendance for the purposes of health and safety and security.

15. If a student is absent from class for five or more consecutive weeks, a refund of 90% of the fees paid for those classes not attended will be given on the evidence of a medical certificate. The medical certificate must be provided within one month of the absence otherwise no refund will be given.

16. If a class is cancelled due to the sickness of the teacher, a health epidemic or any other seen or unforeseen event, the Academy will endeavour to reschedule the class. This may be on a different day or a different time or both from when the class was originally scheduled and might involve an extension to the term time dates. We do not guarantee a suitable alternative to the student's schedule. No refunds will be given in this case.

## Right to attend, change classes, withdrawal and termination of attendance

17. If an invoice has not been paid at the start of term or upon enrolment in accordance with Clause 10, the student will not be admitted to any classes or performances until the invoice has been paid in full, or a direct debit arrangement has been entered into and students class place may be forfeited.
18. The Academy reserves the right at any time during the term to ask students to leave a class if any fees remain outstanding.
19. Students are required to give written notice of 2 weeks prior to the commencement of the next term if they wish to withdraw from classes.
20. If a student wishes to change class or to start an additional class, the parent/guardian must give their consent in writing to the Academy Administrator so that they can be invoiced for the additional or new class.

## Discounts

21. For a single dancer in the family a discount will apply of 15%\* for those students enrolled in three or more classes. 15%\* discount will apply to families with two or more students, for those students enrolled in two or more. No discount is applied where an individual student is enrolled in only one class. (No further discounts or invoice adjustments can be used with this offer).

\*Majestic Aerial, Masterclasses, Private lessons and Casual passes are excluded from this offer.

\*Family discounts will be applied to invoice manually-See Academy Administrator

# Any special discount offers will be applied to invoice manually-See Academy Administrator

22. The discount will be reversed if payment is not received in accordance with Clause 10.

## Waiver – Physical contact & Media release

23. Physical contact may be necessary by members of the teaching faculty. If you have any concerns regarding this matter please contact the Academy Administrator.

24. By enrolment being accepted you are acknowledging that photographs and video footage may be taken of students and used in the local media, advertising, on the CDA website, CDA Facebook page, other CDA social media or for other studio purposes. All such images are reviewed by the Director of the Academy and must comply with our Policies. If you wish to withdraw the media permission please contact the Academy Administration so our records can be adjusted.

## Code of Conduct

25. A Code of Conduct will be issued to students and parents/guardians. Failure to observe the Code of Conduct may result in students being asked to leave. The Academy reserves the right to refuse any student prior to or after enrolment. No refund will be given if the Code of Conduct has been invoked.

## Content

26. The Academy reserves the right to alter the advertised programme and faculty without prior notice. The information in this and any other printed or electronic brochure/notice was correct at the time of printing or publication on-line.

## Data Protection

27. The Centenary Dance Academy provides dance training, dance notation, dance teacher education and dance assessment services to a range of customers. It holds contact details to enable it to provide customers and members with information on membership, programmes of study and courses, conferences, events and activities, and related products and resources that might be of interest. In providing us with your contact details you give us permission to contact you in relation to the business of the Academy, and we will not disclose your information to any third parties except where legally required to do so. If you do not wish to receive any information about or from the Centenary Dance Academy please contact the Administration at the Academy so the records need be adjusted. Please note that you will continue to receive newsletters and e-mails containing important information directly linked to the Centenary Dance Academy.

28. The Centenary Dance Academy will not disclose your information to third parties outside the Academy Group except where the law allows or requires, or where you have given your permission to do so. We may, from time to time, contact you individually about other carefully selected third party services which we think may be of interest to you (eg shoe providers). If you do not wish to receive information from the Centenary Dance Academy please contact the Administration at the Academy so the records need be adjusted.

## Changes to the Terms and Conditions

29. The Academy reserves the right to change these terms and conditions at any time providing one month's notice is given to students, and/or their parents/guardians.

## Agreement to the Terms and Conditions

30. Acceptance of these terms and conditions is compulsory on enrolment (tick agreement on the online enrolment).

### Code of conduct for children and young people under 18

As children and young people who are part of Centenary Dance Academy we agree that:

- We will respect other children, young people and adults;
- We will cooperate and play by the rules;
- We will listen and receive instructions;
- We will control our temper;
- We will have a say about what we are involved in;
- We will speak up if we are worried or concerned about something;
- We will not be a bully or accept any bullying that we see.

### Code of conduct for parents/carers and adult students

As a parent/carer of a child involved in the service provided by Centenary Dance Academy, or as an adult student, I agree that:

- I will respect the rights, dignity and worth of every person, regardless of their abilities, gender, religion or cultural background;
- I will respect the decisions of employees/officials and teach children to do likewise;
- I will focus on and encourage children's efforts and performance;
- I will support all efforts to remove any form of abuse in this organisation and encourage a safe and supportive service environment;
- I will raise any issues or concerns with staff;
- I will not treat any child or young person in an unfair, unjust, or discriminatory manner;
- I will not smoke on the organisation's premises;
- I will not drink alcohol or use illicit substances while on the organisation's premises except within the parameters of an adult-only function e.g. wine and cheese night.

In the event that the code of conduct for interacting with children and young people is breached, actions will be taken in accordance with our organisation's plan for managing breaches of the child and youth risk management strategy. This may include exclusion from class.