

These are the terms and conditions of Van Loon Dance Academy Pty Ltd ('VLDA') registered under Australian Company Number 144 566 905

In these terms and conditions the term 'You' and 'Your' means the student/Purchaser. Where the words 'We', 'Our' and 'Us' appears it is a reference to VLDA

This is an agreement between the Student/Purchaser and VLDA.

Term Dates: these are announced in email broadcasts and VLDA's online calendar at vlda.com.au.

Enrolment Term: Is valid for one calendar year or the remainder of it. At the start of each calendar year or when joining for the first time an enrolment must be completed online at vlda.com.au. Any deposits paid to secure a place (non refundable) for the student will be credited against the term invoice that follows. It is important that you advise VLDA of any changes to your enrolment including change of class times, dance styles and contact details if they change throughout the calendar year.

Public Holidays: VLDA is closed on public holidays.

Pupil Free School Days: Classes are held on pupil free school days.

Payment of Fees:

Term fees: are strictly payable by the due date on the invoice. In general INVOICE NOTIFICATIONS including payment instructions are emailed to the purchaser prior to the start of a term. Fees paid after 14 days will incur a \$25.00 late fee. If fees are not paid after 30 days we shall have the right to: **a)** exclude the student from attending classes or **b)** take debt recover proceedings

Pro rata fees: only apply to new students starting midterm, NOT existing students for absence due to ea: illness, overseas travel and other unforeseen commitments.

Private classes: are strictly payable in advance together with your term account.

Payment method: VLDA uses **PayPal** as the only electronic payment facility, surcharge free. The PayPal payment facility does not require for the purchaser to have a PayPal Registered Account to make payments. Credit cards accepted are MasterCard and Visa. Direct Debit from your bank account is available for PayPal Registered Account Holders only.

NOTE: VLDA does not offer **EFT** payments (Electronic Funds Transfer) between VLDA and Purchaser bank accounts. In addition we do not accept **Cheques**.

Term Fees:

Are calculated based on a full calendar year and split over 4 terms which includes additional Group Eisteddfod and/or Concert Rehearsal days, Public and Jewish holidays. Private classes are generally calculated in advance by number of sessions in a term.

Refunds:

Term fees: refunds will only be made where VLDA cancels a class or where there is a long term illness or long term injury.

Private lessons: no refunds are given as venues and teachers have been booked for a full term. In case classes are missed VLDA will endeavour to allocate a make up class but cannot guarantee as this will depend on the availability of venues and staff.

Disclaimer: by enrolling at VLDA you accept that all dance classes and performances held in our studios or theatres can involve the risk of personal injury. Van Loon Dance Academy Pty Ltd will accept no responsibility or legal liability arising from your participation or attendance in our classes or other events. You agree to release Van Loon Dance Academy Pty Ltd from all liability to the full extent permitted by law for any personal injury sustained by a student as a result of any negligent or deliberate act or omission sustained whilst in our studios or event venues.

Missing Classes: If a student will miss a class please contact us before hand. Missed classes can be made up from any timetable classes of their level if any are available only during the same term and with prior notice. It is the responsibility of the student/purchaser to arrange a make-up class within the current term. VLDA is not required to provide a make-up class after the current term.

Enrolment Cancellations: must be in writing before the conclusion of the current term or a \$50.00 cancellation fee will apply.

Fitness to Participate: VLDA provides their services on the assumption that the student is fit to participate in the dance classes. By accepting this agreement the student agrees that she/he is fit to participate in the dance classes

Venue Policies: We ask that parents and students respect the premises and its facilities. Please do not dispose of nappies in the toilets. Do not consume food and soft drinks in the waiting areas. Avoid any disruption whilst you wait for your class and do not enter the studios when a class is in progress.

Getting dressed: Please don't have your children change clothes in hallways, waiting areas and in public view. At most studio's we have dressing rooms. Should this not be available use the toilet rooms.

Watching Classes: Generally we do not allow parents to watch classes in order to maintain the student's concentration and focus. Exceptions can be made for first time students and pre-school classes. Please contact VLDA should you wish to watch.

During the year VLDA will hold watching classes where parents and relatives are invited to watch their children in class. We ask that all watchers respect the students and not talk or cause any distraction.

Choreography: To preserve the intellectual property, all choreography for eisteddfod soloists and group dances, annual productions and alike taught by Van Loon Dance Academy remains the property of Van Loon Dance Academy and may not be used without the permission of Van Loon Dance Academy. These terms are not negotiable.

Photography and Video by VLDA: by enrolling you accept that any appropriate photographs or video footage taken by VLDA during performances, classes or other events may be used for publicity, advertising and on our website and social media.

Photography and Video by Student/Purchaser: Due to our privacy obligations under the State and Commonwealth legislation no photograph and video recordings shall be permitted of any classes or student performances wherever this may occur.

Where a Student, Parent or Guardian fails to comply with this clause, the enrolment of the Student and or Parent or Guardian will be cancelled and the Student and or Parent or Guardian will not be permitted to attend any VLDA premises or attend any performance of VLDA.

Lost Property: While VLDA will store lost property we take no responsibility for any items left on the premises. We ask parents to label all clothing and shoes. All lost property will be kept til the end of the term. Any unclaimed items will be sold, given away or disposed of.

Timetable: Timetables can be found on our main website vlda.com.au or on the Family Portal Log In Page. VLDA reserves the right to change the timetable at any time. In case of any changes parents and students will be notified.

Newsletters: During each term a newsletter will be posted on the website and on the Family Portal's News & Info page. We encourage everyone to read it to stay informed and up to date with the latest news at the academy.

Food and Drink: NO food containing nuts can be brought into the studios or on the premises. Food is not to be consumed during class. Water only can be drunk. Please bring a named plastic bottle to class.

First Point of Contact: please contact the Principals of VLDA only should you have any questions or concerns. We ask the parents not to approach the staff before or after classes. Instead redirect your queries to the principals who will communicate with the staff.

Safety: Van Loon Dance Academy asks that you ensure the following responsibilities:

- Students are on time for class and brought into the studio by a parent or guardian. Please contact VLDA should your child not be attending class.
- Students are picked up on time by a parent or guardian at the end of their class by a parent or guardian. When a student leaves the studio they are out of our care. No students should wait or be asked to wait outside the studio to be collected.
- Parents are responsible for maintaining up to date contact details in our online **Family Portal**. The portal link can be found on our website.
- As Van Loon Dance Academy is not a licensed child minding facility we are unable to mind other children not attending our classes.
- In the event of a medical emergency the student's parents or guardian will be contacted for the child to be picked up. In the event of a serious emergency an ambulance will be called.
- Please inform Van Loon Dance Academy of any medical conditions or injuries that you feel are important for us to be aware of.

Risk Assessment: VLDA staff takes the utmost care to provide a safe dance experience. Unfortunately hazards exist in all activities and parents should be aware of the hazards that exist. We have identified the following hazards associated with dance and our venues, and identified the following controls to minimise accidents. If you are concerned for the physical health of your child undertaking this activity please consult a sports therapy specialist and advise VLDA staff.

Hazards: personal injury, student to student contact, slipping and tripping

Controls: Dance to take place only in studios, compulsory uniform to be worn including appropriate footwear, warm up before class and stretching only after class, verbal warnings to be sensible and careful.

Physical Contact: the nature of dance tuition occasionally requires teacher contact for the purposes of placement and correction of technique.

Damage to Property: parents are liable for any damage to the studio and its contents caused by their children.