

Imagination Dance: Terms of Enrolment

Parents and Guardians (referred to as "I" and "You") who enrol their child ("Child" and "Children") in classes run by Imagination Dance (referred to as "Us" and "Our") must carefully read this Enrolment Agreement before signing.

Term Fees

Fees for lessons are charged by the term. Fees must be paid 2 weeks prior to the commencement of each term; otherwise, your Child's enrolment for that term will be cancelled. You understand that once enrolled, you are responsible for and agree to pay all fees for your Child. Students joining mid-term are charged on a pro-rata basis.

All term fees are payable in advance. Non-payment of term fees will result in cancellation of your child's enrolment. All payments are non-transferable and non-refundable and cannot be credited towards future classes. You acknowledge that class teachers are not in a position to discuss fees and all enquiries need to be directed to the administration department at: imaginationdance@live.com.au

Missed Lessons

Refunds or credits cannot be provided for classes missed due to personal circumstances of the student. Students may attend a 'make-up' lesson (subject to availability) within a comparable class within the same term.* Missed lessons do not carry over into a new term unless the lesson missed is in the last week of term in which case a make-up lesson may be booked in the first week of the following term.

*A comparable class is defined as a class that caters for the same age group.

Public Holidays

Imagination Dance do not teach classes on Public Holidays. Term dates are adjusted where possible to compensate for lessons missed due to Public Holidays. Should your lesson fall on a public holiday, your term will be adjusted accordingly.

Photography and Digital Recording During Lessons

Personal photograph/footage of your **own child** is permitted in line with State and Federal Laws.

Distributing or posting photographs, including on any social media site or filesharing service, **containing images of persons other than that of your own Imagination Dance child is strictly prohibited.**

During classes or performances we may take photographs or recordings of your child. On behalf of yourself and your child, you waive all rights in relation to performance or intellectual property rights in the photographs or recordings and consent to our use of the material for our business. If you do not wish us to use this material for our business, including on our website or in promotional material, you will need to let us know at enrolment time.

Parent and Sibling in Class Etiquette

As a courtesy to our students, teachers and other parents, you agree to follow our code of conduct:

- Everyone please be quiet while the class is in progress. Even whispered conversations can be heard and are distracting for all dancers and our teachers. We love our parents getting to know each other (part of the value of having open classes), but if you want to have a chat, please pop outside!
- Parents are welcome to sit at the BACK of the dance studio to allow our ballerinas space to dance for all 2-5yr classes.
- 5yr+ afternoon classes are strictly closed-door except for one class a year during 'Open Week'.
- We love little brothers and sisters watching! But we ask that they remain quietly seated and not participate in classes. Many of our studios have outdoor areas where you can take little brothers and sisters outside to play while classes are in progress.
- Mobile phones are to be OFF.

Consent and Reliability

- Any dance class or performance can involve risk or personal injury. You acknowledge that while we take all reasonable care in the conduct of our classes and recital, we accept no responsibility for injury or loss caused during classes or recitals or whilst students/participants and people accompanying them are at or near the dance studio, except as set out in this section. You are responsible for ensuring that your child is physically and medically fit for the class or recital. You must inform us of any medical conditions, injuries or allergies affecting your child on your enrolment form and update by email from time to time.
- Parents/carers are to remain onsite during classes or provide teacher with phone number to contact in case of emergency.
- If Your Child requires to use the toilet during class, allow teacher, assistant or another parent to accompany and assist Your child. If this is not acceptable to You, then You must let your teacher know and remain on the premises for the duration of class.
- At the completion of class, You will be prompt to collect your child from the studio at the class completion time and collect your child from the teacher.
- To the extent permitted by law and except as set out in this section, we exclude liability for any claims, losses, damage, cost or expense incurred by you in connection to your or your child's use of our website or services.
- To the extent permitted by law we exclude all representations and warranties, expressed or implied, including but not limited to those relating to fitness for a particular purpose.
- To the extent permitted by law, we will not be liable to you for indirect and consequential loss arising from or connected to the contract between us in contract, negligence or otherwise unless that loss arises as a result of our own negligence or willful misconduct.
- Our liability to you for loss or damage of any kind arising out of our contract or your use of our services is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, negligence or otherwise.

