

ELIZA-JANE'S SCHOOL OF DANCE

TERMS & CONDITIONS OF PARTICIPATION

1. GENERAL TERMS

1.1 Binding agreement. This document sets out the terms and conditions (these "**Terms**") of your participation in any class at Eliza-Jane's School of Dance (the "**School**"). These Terms exist to (amongst other things) ensure the safety and enjoyment of you, every child (including yours) and every staff member at the School. By attending a class or permitting your child to attend a class, you agree to comply with these Terms at all times and you are responsible for ensuring that your child complies with these Terms. These Terms form a binding agreement between you and Eliza-Jane School of Dance Pty Ltd (ACN 609 896 166) for the entire period that you attend or have attended classes at the School and supersedes any previous terms and conditions. If you do not agree with any of these Terms, then you are not permitted to attend any classes at the School.

1.2 Definitions & Interpretation. A reference in these Terms to: (i) "**classes**" means dance and other classes and shows, performances and concerts, held by the School from time to time; (ii) "**you**" means you and / or (as applicable) your child and a reference to anything that must be done by you or that is an obligation of yours means that it must be done by, and you must procure that it is done by, or it is an obligation of your child; (iii) "**your child**" means any child or children of yours or for whom you are responsible; (iv) "**Students**" means students of the School, including you (v) the phrase include, includes or including, or similar phrase does not limit what else might be included; (v) **Annual Concert** means the concert held at the end of the year, "**Mid-year Concert**" means the concert held in the middle of the year, together the "**Concerts**". Where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings.

1.3 Inherent risks. By attending the School and participating in any of the classes or permitting your child to participate in any of the classes, you acknowledge and agree that there are risks inherent in participating in any physical activity, and specifically in dance, acrobatic and similar activities. If you suffer any injury during class, you must report (or ensure that your child reports) the injury to the teacher of that class immediately and you must assist the School to complete an incident report and any reports to its insurer.

1.4 Release. In consideration of the School permitting you to participate in classes, you agree: (i) to release the School (and to procure that the School is released) from any liability that may arise from circumstances that are beyond the School's reasonable control including negligence or carelessness on the part of other persons; defective or inherently dangerous equipment or property; and (ii) to the maximum extent permitted by law (and subject to the Australian Consumer Law), in no event will we be liable to you or anyone else for any loss or damage suffered by you as a result of you participating in a class, and (iii) you release the School from all liability for any direct or indirect loss, damage or expense (including special, exemplary,

punitive, incidental, indirect or consequential loss or damage).

1.5 Fitness. You certify that: (i) you are physically fit and you have not been advised to not participate in any classes by a medical professional; and (ii) there are no health-related reasons or problems which a reasonable person would consider ought to preclude your participation in a class.

1.6 Footwear. You must come to class with the appropriate footwear (advised to you from time to time) or you will not be allowed to participate.

1.7 Fees. Fees must be paid by the due date set out on the invoice. Interest at 5% per annum will be charged for every week or part thereof that payment is late.

1.8 Payment for missed classes. If you have enrolled for class, then you must pay the fee for that class. If you miss a class, you must still pay for the class (or if you have already paid for the class, you will not be entitled to a refund) and make up classes are available.

1.9 Reduction in class numbers. The minimum number of Students required to qualify for "group" class rates is 4 (unless notified to you in writing otherwise). If the number of Students at any time falls below this minimum number, then the applicable class is deemed to be a "private" lesson and the private lesson fees will be charged.

1.10 Video & photography by the School. During the year (including at the Annual Concert and/or the Mid-year Concert) the School may arrange for a photographer and/or a videographer to photograph, film or otherwise record classes, including your image and sound. These recordings may be used by or on behalf of Eliza-Jane's School of Dance, including for the purposes of newsletters, flyers, information sheets, presentations, Facebook, Instagram, other social media, on the Internet (including the School's website) and other media. Recordings of Concerts may, at our discretion, be provided to Students so that they have a memento of their participation and such recordings may include recordings of you. You consent to and authorise the School (including its contractors engaged for this purpose) to photograph, film or otherwise record your image and sound for the purposes set out above. You also irrevocably consent to all acts and omissions of the School and its nominees, which may otherwise infringe any of your moral rights. If you do not consent and authorise the School as set out above, then you must notify the Principal in writing and you acknowledge that you will not be permitted to participate in classes or performances when photography or filming is taking place.

1.11 Payment for costumes. If you advise the School that you will participate in the Annual Concert and/or the Mid-year Concert, then the fee for costumes for the Concerts must be paid in full, even if you do not attend the Concerts. This is because we incur costs in buying the costumes.

1.12 Follow instructions & policies. You must show respect to teachers and must listen to and follow instructions and any other policies notified by the School or teacher from time to time. This is for the well-being and safety of the entire class and staff. Students who do not co-operate will be appropriately disciplined, including by not being allowed to participate. A reward system will be in place for Students who do the right thing. Trophies may also

be awarded at the end of the year to certain Students who have cooperated.

- 1.13 Discounts. We may offer discounts from time to time. Any discounts will be subject to their own terms and conditions. If you no longer comply with the terms and conditions, then you will not be entitled to the discount e.g. for group discounts, the minimum number of Students must be maintained at all times for the discount to apply.

- 1.14 Governing law. These Terms are governed by the laws of New South Wales.

2. CHILDREN'S CLASSES

- 2.1 Drink bottle. Your child must come to class with a drink bottle (which must not be made of glass).

- 2.2 No eating. Your child must not eat during class. If your child is required for health or medical reasons to eat during class, you must discuss this with the Principal before enrolling your child in the School.

- 2.3 Medication. Unless you remain in the waiting area for the entire duration of a class, you must ensure your child's medication (including epipens and asthma inhalers) is provided to the School at each class.

- 2.4 No sitting in on class. Parents and guardians (including you), are not permitted to sit in on any classes. Please wait in your cars, outside the classroom or at a café down the road. There will be a parents' week at the end of every term and a Mid-year Concert and Annual Concert, where all parents and friends are welcome to watch class.

- 2.5 Responsibility outside of class. The School is not responsible for your child outside of the time of the class for which your child is enrolled. You should make arrangements to pick up your child as soon as class is completed. If you are late to pick up your child, the School may, at its sole discretion, charge you a fee.

- 2.6 Video & photography by you. Parents / guardians and their visitors must not film or photograph any classes or performances, including at Parents' Week and any Concert. However, you may, at Parents' Week and any Concert photograph your child only. If the School has not arranged a professional videographer for the Concert, then you are permitted to film the performance for personal use only. In all cases, you must not share, sell or post on social media or elsewhere, recordings of any child – except your own.

3. MUMS & BUBS AND SPECIAL NEEDS CLASSES

- 3.1 Parental / guardian supervision. You must be present for the duration of all "mums & bubs" and special needs classes. If you leave the classroom during any of these classes, then your child will not be permitted to participate in your absence.

YOUR AGREEMENT

I, [*insert adult Student name*] have read the above Terms and I agree to comply with them. I understand that if I do not abide by, or if my child does not abide by, the Terms then my / their participation in class may be cancelled or suspended for a period of time determined by the Principal.

Child's name:

Parent/Guardian signature

Date