



Terms and Conditions

Registration and participation in any courses or lessons is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Kew School of Dance and its associated partners. "**You**" or "**Your**" means you as an individual that is either:

- (a) A student of our course if you have capacity to enter into a contract with Us; or
- (b) If the student does not have capacity to enter into a contract with Us, then the parent or guardian on behalf for that student, in which case a reference to "You" would be a reference to Your child.

1 Terms and Conditions

- 1.1 The registration and ongoing participation of courses or lessons held by Us is governed by these Terms.
- 1.2 You should print off or save a local copy of the Terms for Your records.
- 1.3 These Terms are updated from time to time by being published on Our website. Terms take effect at the time it is published and We recommend that you check Our website frequently to ensure you are aware of the latest version of these Terms.
- 1.4 You acknowledge reading these Terms, as updated from time to time, and agree to be bound by the Terms each time You participate in a course or lesson held by Us.
- 1.5 If You do not understand any part of the Terms, You should seek independent legal advice.

2 Registration

- 2.1 In order to participate in any lessons or courses, You must complete the registration and consent form.
- 2.2 You warrant that the information contained therein is correct, accurate and truthful at all times.
- 2.3 We rely on Your representations contained therein and enter into this contract with You solely on the correctness of the information provided to Us.

3 Participation

- 3.1 To participate in Our courses and lessons You must be appropriately dressed. You agree and acknowledge that We may prevent You from attending lessons if You are not dressed appropriately. This includes the wearing of appropriate footwear.
- 3.2 You must follow instructions provided by Us at all times. If You are disruptive to Our courses or lessons or if You are engaged in bullying activities, this will constitute a default of this Agreement.
- 3.3 Your participation in Our courses and lessons is at Your own risk.
- 3.4 You acknowledge and agree that there is an inherent risk of harm and injury in participating in Our lessons and courses that cannot be entirely mitigated. There is potential for serious harm to Your body and this is the nature of the lessons and courses.



- 3.5 You agree to release and indemnify Us from any harm, loss or injury that You suffer in the participation of Our courses or lessons.
- 3.6 If You are feeling unwell, You should not participate in any courses or lessons. You should seek medical advice if You are unsure if you should be participating in Our courses or lessons.
- 3.7 For the avoidance of doubt, the term “courses or lessons” extends to events that You participate in with Us whether held or conducted by Us or otherwise. By way of example, this will extend to the any external or internal performance event(s) that You participate in with Us or as Our student.
- 3.8 Classes are normally delivered in person, however, the mode of delivery of classes may be changed at any time with limited notice if such changes are necessary. By way of example only, if there are mandates that restrict in person delivery of classes. Fees will not be refunded in the event that the mode of delivery is changed.

4 Cancellation of classes or withdrawing entirely

- 4.1 We may cancel classes at any time. If a class is cancelled by Us, You will be granted a credit to be use at another equivalent class. Alternatively, we may offer you a pro-rata refund of the class fee at our discretion.
- 4.2 If You are unable to attend a class, You should contact Us with no less than 1 business day’s notice. A credit may be provided to You at Our sole discretion. We reserve the right not to grant You any credit for missed classes. If You fail to show for a class or do not provide Us with sufficient notice, You will be charged for the class by way of liquidated damages set-off against pre-paid amounts We hold.
- 4.3 You may cancel Your registration with Us at any time by providing Us with notice of cancellation.
- 4.4 You agree that Your cancellation of any course or lessons will cause Us to suffer loss and damage in the amount of any pre-paid fees. Accordingly, no refunds will be provided if You cancel Your registration with Us.
- 4.5 Your rights to cancel Your registration will always be subject to Australian Consumer Law guarantees.
- 4.6 To cancel Your registration, You must notify Us in writing.

5 Payment

- 5.1 You must pay fees associated with courses or lessons per term in advance.
- 5.2 Fees paid are non-refundable and non-transferable.
- 5.3 Fees paid for a specific type of class cannot be used for a different type of class or for the benefit of another student.
- 5.4 In addition to class fees, a costume levy will apply if you are participating in an annual performance. This levy covers the hire of costumes from Us and contributes towards the additional production costs for our annual productions and is non-refundable. The costume levy will be listed on your invoice as a separate item from class fees.



- 5.5 Fees are due within 14 days of issue of invoice and We reserve the right to charge interest at 10% per annum on outstanding amounts. We also reserve the right to charge a late payment administration fee in addition to interest.
- 5.6 In addition to any fees We charge, You may be required to pay an additional fee to participate in any voluntary events such as grading events. It is not possible to estimate this fee at this time and will be notified to You when it can be determined.

6 Termination

- 6.1 We may terminate Your registration if You have breached the Terms or are in default of these Terms. If We terminate Your registration:
- (a) You are no longer authorised to participate in courses and lessons;
 - (b) You will continue to be subject to and be bound by all restrictions imposed on You by the Terms; and
 - (c) You must pay Us for any loss and damage suffered. This is generally any amounts pre-paid to Us.
- 6.2 Notwithstanding clause 4, should Your registration be terminated in accordance with clause 6.1, You will not be entitled to a refund of any amounts paid to Us.

7 Privacy and Security

Privacy

- 7.1 We collect and store the personal information You enter at the time of registration and at any time You provide such information to Us.
- 7.2 You acknowledge that We may disclose Your personal information, including Your name and location to third parties as necessary. For example, if You participate in external events or grading that requires the provision of Your information.

Photos and Videos

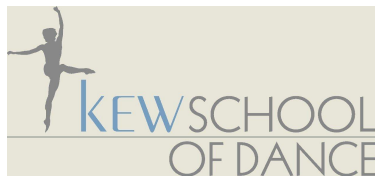
- 7.3 You consent to photographs and video footage being taken of You and/or Your child performing during classes or events, including but not limited to dance assessments and concerts.
- 7.4 These images may be used by Us for the purpose of promotional material, including use on social media, teaching and other purpose as We deem fit. You agree that any intellectual property rights and/or moral rights in respect of such footage vest solely in Us and otherwise consent to the assignment of such rights to us.

8 Indemnity and Liability

8.1 General indemnity

You agree to indemnify Us against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to any act You do or cause to be done, in breach of the Terms howsoever arising.

8.2 Exclusion of Liability



- (a) To the maximum extent permitted by law, We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that You or another person may suffer in connection with Your participation on classes or courses.
- (b) Subject to clause 8.2(a), Our total maximum liability to You for any damages is the total amount paid by You in that term.
- (c) None of Our affiliates, directors, officers, employees, agents or contributors, make any express or implied representation or warranty about the contents of any course or lesson.

8.3 No Guarantee as to results

You agree that participation in any course or lesson does not guarantee results of any kind.

8.4 Indemnity for injury

The risk of harm in participating in martial arts or fitness activities cannot be fully mitigated and the participation in any class or course may result in serious bodily harm to You. You agree that by continuing to participate in any class or course You agree to release, indemnify and hold Us harmless from any loss or damage You may suffer from participation in a class or course.

You agree that You freely and voluntarily participate in the course or class that may involve the striking of another participant and that You may be struck by another participant.

8.5 Termination

You agree that this clause 8 will survive the termination of Your registration.

9 Warranties and Representations

9.1 By completing registration, You:

- (a) accept the Terms;
- (b) confirm that all the information You have given Us in connection with Your registration is complete, true and correct;
- (c) agree that in the event of an emergency, We may engage the services of a medical practitioner (including the use of an ambulance) on Your behalf and at Your cost;
- (d) confirm that there are no medical condition or allergy that is not disclosed to Us prior to registration. If You or Your child requires medication to be taken during a class, such information must be provided to Us prior to commencement of the class. Our staff cannot dispense medication not otherwise notified to Us prior; and
- (e) acknowledge and accept the risks of participating in Our classes including but not limited to the exposure and infection of diseases such as COVID-19.

You acknowledge and agree that You may be prevented from completing Registration or have Your Registration and participation cancelled if We determine, in Our sole opinion, that any of the above statements are untrue, or You are otherwise in breach of the Terms.



- 9.2 To the extent permitted by law, the content of any course and lessons We provide is provided without warranties of any kind, whether statutory, express or implied, including but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, compatibility with software or equipment. We make no warranties or representations that Our course and lessons will be free from error or liability. By participating in Our course and lessons, You accept all liability for Your actions.
- 9.3 You agree that this clause 9 will survive the termination of Your Registration.

10 General Provisions

- 10.1 Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 10.2 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 10.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 10.4 This agreement shall be governed by and construed in accordance with the laws of Victoria and the parties agree to submit to the exclusive jurisdiction of the Courts of Victoria.