

KDC Terms & Conditions

These are the terms and conditions upon which “Karla’s Dance Collective” (Academy)
Provides Dance Services (Services).

In these terms and conditions the terms ‘You’ and ‘Your’ means the Student/Purchaser.
Where the words ‘We’, ‘our’ and ‘Us’ appears that is a reference to the Academy.

This is an Agreement between the Student and the Academy.

Note: Where the Student is a Minor, this Agreement will be deemed to be between the
Academy and the Parent or Guardian of the Minor.

1. Services

The Academy provides the following Services:

Performing Arts Instruction for students aged 2 years to adults in the following genres:

Classical Ballet:

Jazz;

Contemporary;

Hip Hop;

Tap;

Acrobatics;

Progressing Ballet Technique;

Petit Pointers;

Dance Skills & Extension Work

3. Enrolment Term

Enrolment is on annual basis unless otherwise agreed by the Parties.

4. Payment Methods

4.1 The academy accepts the following payment methods:

Electronic Transfers

EFTPOS

5. Payment of Fees

5.1 All fees must be paid by the due date on the Invoice. Fees are invoiced on a term by
term basis.

5.2 Other appropriate fees may be charged each term at the studios discretion.

6. Merchant Service Charge Fee

6.1 The Academy and or the Academy’s Service Provider may charge a Merchant Service
Charge Fee for any transaction.

7. Fee Complaints

7.1 For all fee complaints please contact Miss Karla on 0429058704.

8. Debt Collection

8.1 The Academy reserves its rights to commence debt recovery through a Debt Collection
Agency where a Student is more than 60 days late in paying an Invoice.

9.0 Refunds

9.1 Refunds will only be made where the Academy cancels classes or where there is a long term illness or long term injury. All other refunds will be at the discretion of the Academy.

10. Indemnity

10.1 The Student shall indemnify the Academy, its employees and agents against any liability, loss or damage (including but not limited to for any personal injury, property damage/loss or wrongful death), costs (including the costs of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of or in connection with a wilful default or unlawful or negligent act or omission by the Student.

11. Missed Classes by Students

11.1 It is the sole responsibility the Student to arrange a make-up class at their own expense within 28 days of the missed class.

12. Cancelled Class by the Academy

12.1 Where the Academy cancels a class for any reason the Academy in its sole discretion will decide whether it is appropriate to offer a make-up class or provide a refund as an alternative.

13. Cancellation of Enrolment by the Academy

13.1 Your enrolment in the Academy will be cancelled where any of the following occurs:
while any of our Invoices remain unpaid;
if You fail to comply with any reasonable direction issued by any staff member of the Academy which compromises our ability to provide our Services to Students or compromises the safety and welfare of others Students of the Academy;
for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe;
if in our sole discretion the Academy considers it is no longer appropriate to provide the Services to You.

14. Cancellation of Enrolment by Purchaser

14.1 You may cancel your enrolment by written notice at any time.

14.2 The cancellation will take effect on the last day of the term you are currently enrolled.

15. Fitness to Participate

15.1 The Academy provides the Services on the assumption that the Student is fit to participate in the Dance Classes.

15.2 By accepting this Agreement, the Student agrees the Student is fit to participate in the Dance Classes.

16. Student Conduct During Dance Class

16.1 The Academy is committed to providing an enjoyable experience for all Students. The Academy will not tolerate the following forms of unacceptable behaviour:
verbal or physical abuse;

intimidation by a Student or another Student or intimidation by a Parent or Guardian of any Student (including the Student that is child of the Parent or Guardian);
discrimination in all its forms as defined under the Anti-Discrimination Act and harassment or threats of any nature towards Student, Parents and Guardians, or any employees or sub-contractors or third parties attending the Academy.

16.2 The behaviours described above, extends to those behaviours occurring at any location attended by the Academy and during any performances (including before the commencement of any performance and after any performance) made by Students of the Academy

17. Prohibition of Photography & Video

17.1 No photograph and video recordings shall be permitted of any classes or Student performances unless permission is given by the teacher.

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

17.3 Where as a result of making a report as specified in the clause above, the Student, Parent or Guardian, agrees to indemnify the Academy from any claim, writ, loss or suit suffered by the Student, Parent or Guardian.

18. Sending Material or Information by Electronic Mail

18.1 The Academy is able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If You ask us to transmit any document electronically, You release us from any claim You may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to Your system or any files by a transfer.