

## BLOODLINE DANCE COMPANY TERMS AND CONDITIONS

If the Student to which this Agreement relates is younger than 18 years old at the time of enrolment, the following shall apply:

- This Agreement must be executed on behalf of the Student by a person over the age of 18 years old, who has the ability to lawfully enter agreements on behalf of the Student (the "Guardian");
- If this Agreement is executed by a person other than the Student, Bloodline shall be entitled to presume that the person that executed this Agreement is the Guardian of the Student;
- To the fullest extent permitted by law, this Agreement shall be binding on both the Student and the Guardian.

If this Agreement is executed by the Student, Bloodline shall be entitled to presume that the Student was at least 18 years old at the date of enrolment.

### GENERAL

- Enrolment with Bloodline Dance Company is governed by all published Terms and Conditions. By enrolling with Bloodline Dance Company, you confirm that you accept our Terms and Conditions.
- Once enrolled, the student is a member for the full calendar year. You are responsible for and agree to pay all fees for the calendar year.
- Two weeks written notice must be given if discontinuing into the next term.
- Written notice is required if not returning in the new year.

### FEES

Fees are charged on an annual basis and are broken up into four termly payments. All enrolments are subject to our annual membership fee of \$60 and we offer two payment terms. No other terms or cycles are accepted. All payment terms are subject to merchant service fees, administration and/or transaction charges and any other late payment charges (if the details you provide to us or the service provider are incorrect or there are insufficient funds).

#### 1. Weekly direct debits

- If choosing this option you are signing up to pay the nominated amount for the duration of the term from the first week of each term for the full year. Debits will pause during breaks once term fees are paid in full and will restart one week in advance.
- Late fees apply for any dishonoured transactions.
- Payments are required to be made one week in advance.
- Any accounts with a history of two overdue payments without notice will be required to pay fees two weeks in advance.
- Cash payments are not accepted.

#### 2. Full term fees paid up-front due the first Friday of term one and the Friday prior to the commencement of term 2, 3, 4.

- Payment in cash is required at the reception on the first day of term before the class commences. Please contact [info@bloodlinedancecompany.com](mailto:info@bloodlinedancecompany.com) if you would like to pay in cash so we can update your payment method on your account.
- All payments received after the due date will be subject to a \$15 late fee for every week onward until finalised.
- If fees are not paid by the due date, students will not be admitted to class. Term fees will still be required to be paid.
- A student with an illness/injury requiring them to miss more than 2 weeks of classes can apply for a credit to their fees with a medical certificate.
- Fee's do not cover costs such as: competition registration fees, performance uniform, national & international travel costs.
- Bloodline Dance Company reserves the right to terminate your enrolment and/or provide your information to a debt collection agency due to payments falling in arrears (subject to applicable legislation).
- Re-enrolment may be declined if you have outstanding fees.
- Fees are subject to annual review and are subject to change.

### CONDUCT

- No defamatory remarks or opinions are to be made or expressed about Bloodline Dance Company or its products, services or its business methods. No defamatory remarks or opinions are to be made or expressed about any party to a litigation in which Bloodline Dance Company is involved.
- Under no circumstances should bullying, harassing, offensive comments or defamatory remarks be made about any employees, customers or students, of Bloodline Dance Company.

- Bloodline Dance Company reserves the right to excuse any student/parent for bullying, swearing, disrespectful behaviour and/or breaches of any of the stated Terms & Conditions. The decision is at the sole discretion of the Directors.

## **COMMITMENT**

- Enrolment with Bloodline Dance Company provides the opportunity for students to learn dance and the valuable attribute of commitment. Support from both teachers and parents/guardians is essential to support the development of this commitment.
- Regular class attendance is vital for students to develop and progress with their dance style and remain up to date with routine choreography. It is the student's responsibility to catch up on any choreography missed prior to the next practice.
- Students must be punctual to all classes, workshops and performances. Should you be running late please communicate via text or call.
- At the event of an absence a minimum of 24 hours notice is required. Special or unforeseen circumstances will be taken into consideration.

## **CLASS BEHAVIOUR**

- Students will not use mobile phones during class except in emergencies.
- Noise level inside and outside the dance studio must be kept to a minimum as excess noise can disrupt both teachers' and students.
- During class, students are expected to listen and show respect to their peers and teachers. Bloodline Dance Company reserves the right to remove any disruptive student, parent/guardian or observer.
- Bloodline Dance Company strives to maintain a friendly environment to enhance learning opportunities for students. However, if students or parents/guardians have any concerns they should contact us.

## **CLASS VIEWING**

- All classes are closed to viewing except the first trial lesson. Bloodline Dance Company strives to create a positive and encouraging environment for our dancers to learn and train.
- In the event you are able to spectate, it is imperative that anyone viewing a class keeps noise to a minimum. As you can appreciate, it can be extremely distracting to both students and teachers.

## **PERFORMANCE & COMPETITION MANNER**

- Bloodline Dance Company students and families must act in a professional and respectful manner at competitions and performances and proudly represent Bloodline.

## **PRESENTATION & PROPERTY**

- Inappropriately dressed or groomed students may not be permitted to participate.
- All student belongings must be named. If you have lost property, please contact us.
- Lost property unclaimed at the end of each term will be discarded.
- Bloodline Dance Company holds no responsibility for lost or damaged personal items.

## **CHOREOGRAPHY**

- Choreography for classes, competitions and performances remains the sole property of Bloodline Dance Company.
- Choreography must not be copied or used without prior permission from the Directors of Bloodline Dance Company.

## **SOCIAL MEDIA**

- It is accepted that Bloodline Dance Company clients will have contact via social media with students and their parents. Bloodline Dance Company clients undertake not to post any comments on social media relating to the Company, Company personnel or students that are inappropriate, unprofessional, negative, derogatory or libellous.

## **COMMUNICATION**

- It is the responsibility of all parents and students to read Bloodline Dance Company notices on the Facebook private group pages which are updated frequently.

- Any changes to personal details should be notified promptly to Bloodline Dance Company in writing to ensure our records are kept up to date.

#### **PROMOTION OF BLOODLINE DANCE COMPANY**

- Students, parents and guardians agree and accept that any photography or video footage of students, uniforms or routines choreographed within Bloodline Dance Company may be used for promotional or advertising purposes and remains the sole property of Bloodline Dance Company.

#### **FINANCIAL HARDSHIP & OUTSTANDING FEES**

- If you have concerns about your ability to meet these financial obligations and would like to discuss, please advise us prior to enrolment.
- Any outstanding fees will be discussed in the first instance, followed up with an email, letter or phone call and finally, if they remain unpaid, referred to a debt recovery agency. Any costs incurred with the recovery of the debt will be added to the account.

#### **REFUNDS**

- There will be no refund of term fees if a student leaves a class after two weeks into term. In some cases, fees may be refunded with a \$30 cancellation fee.
- If a selected class is canceled during the term due to unforeseen circumstances, Bloodline Dance Company will calculate and refund the fees for the remaining lessons.
- Changing classes at any time will not incur any charges unless there is a discrepancy in the term fees.
- No refunds are given for missed classes due to overseas trips, family holidays, birthdays etc.
- Refunds may be granted due to illness, injury or bereavement. Medical certificates may be requested.

#### **COMPETITION & PERFORMANCE UNIFORMS**

- Each student is required to purchase a uniform for each competition and performance routine in which they feature.
- Payment must be received in full before the costume is released to the student.
- Once purchased, the uniform is, and will remain, the property of the student. The uniform should be worn only for its intended purpose when dancing with Bloodline Dance Company. After the competition year, the uniform may be used for other purposes. It is the responsibility of the student and parents/guardians to take good care of all uniforms provided.

#### **END OF YEAR SHOW**

- The end of year show is compulsory for all enrolled students. Bloodline Dance company must be notified by week two of term 4 whether students will be absent. We will take no responsibility for show fees after this date.

#### **HEALTH, SAFETY, INJURY & MEDICAL**

- Bloodline Dance Company provides a safe environment to protect the safety of students and reduce the risk of injury. However, dance is not without risk and it should be recognised by all students, parents and guardians that participating in dance classes may occasionally result in personal injury.
- Bloodline Dance Company takes all reasonable care in conducting its classes and requires that parents and guardians ensure that their child/children are physically and medically fit for class.
- At all times during class, students are responsible for their own personal safety. Students must not behave in ways that may put themselves or others at risk.
- Students, parents or guardians must immediately notify the teacher when an injury or medical condition occurs prior to, or during class. A first aid kit is taken to classes and is available for any student to use with the permission of the teacher.
- Students are to bring water for each class.
- Bloodline Dance Company students are under supervision during class time only. Teachers and staff are not responsible for students outside of their allocated class time.
- If you/your child is injured, please inform Bloodline Dance Company, seek advice from a medical professional and make a well-informed plan for recovery.

#### **STUDIO RULES**

- Students are required to clean up after themselves and maintain neat and clean studios, hang out areas and toilets.
- Students are not to lean on, or touch studio mirrors.
- All teaching resources, props and sound equipment should not be used without the permission of the teacher/staff.
- Any breakages or destruction of property is to be replaced or damages paid for in full by the person at fault.
- No rubbish is to be left around the studio, outside grounds and surrounding businesses. Please dispose of any rubbish in our studio rubbish bins.
- Stealing of Bloodline Dance Company or any of our members/family's property will result in immediate termination of your membership.

#### **CHANGES TO THE AGREEMENT**

- Bloodline Dance Company may change the terms of this Agreement at any time, without prior notice.
- If we elect to change the terms of this Agreement, we will send written notice of the changes.
- You will be deemed to have accepted such changes if you do not provide written notice to us that you reject these changes within 5 Business Days of the Notice of Change.
- If you provide us with written notice that you do not agree to the changes, we may terminate your enrolment with us.

#### **DISMISSAL**

- Bloodline Dance Company reserves the right to dismiss a student or parent/guardian or observer who breaches any of the Bloodline Dance Company Terms and Conditions.
- Alcohol and drug taking is not permitted at any classes or performances where Bloodline Dance Company students are participating.
- Bloodline Dance Company reserves the right to terminate any student or parent/guardian for bullying, swearing, disrespectful behaviour and/or breaches of any of the Bloodline Dance Company Terms & Conditions. The decision is at the sole discretion of the Directors.