

TERMS AND CONDITIONS OF ENROLMENT

1. TERMS AND CONDITIONS

- 1.1 Please ensure that you have read and understood the terms and conditions. We will not be responsible for any errors caused by failure to read or understand the terms and conditions in full.
- 1.2 These terms and conditions form the basis of your agreement with STUDIO ONE.
- 1.3 We recommend that you obtain independent legal advice in the event that you require any clarification with respect to the below terms.

2. FEES

- 2.1 Classes are run over four terms in line with Queensland State School terms, with the exception of term 4 which ends with the annual concert.
- 2.2 Fees are charged by the term. When you enroll your child to participate in a class you are enrolling your child to participate in the whole term from the date of enrolment. Even if your child does not attend all classes, you agree to pay the total term fees.
- 2.3 Every student will be charged a \$25 one-off fee each year, in addition to class fees, to cover enrolment, insurance and other administration costs.
- 2.4 All fees are invoiced before the commencement of each term and must be paid before week three.
- 2.5 If your fees continue to remain outstanding in the end of week three of the term, an administration fee of \$25 will be automatically added to your account each week until it is settled.
- 2.6 If you are unable to pay fees within the above period please contact us to arrange alternative payment options.
- 2.7 If your child's fees remain outstanding at the beginning of week five, the child will be asked to sit out of class until the full payment is received.
- 2.8 Additional fees may apply for performances, uniforms, exams, eisteddfods, events, costumes, insurances, registrations or resources. Please refer to the fee structure published on the website at studioonehub.com.au.
- 2.9 If your child's fees continue to remain outstanding your account will be forwarded to our debt collection agency for further action. Agency collection costs will also be added to your account for payment by you.

3. ENROLMENT POLICIES

- 3.1 Students who wish to enroll at STUDIO ONE must register through our enrolment portal prior to attending their first class in any dance style including trial lessons. You can complete the enrolment form online or in person at our premises.
- 3.2 Prospective students will be contacted by staff to discuss your application and to offer you advice to find the optimal solution regarding the interest, experience and goals of your child.

- 3.3 Prospective students are permitted to attend one trial lesson per dance style to assess the suitability of the class for the student.
- 3.4 If the student enrolls in the class after completing a trial lesson, the trial lesson becomes the first class invoiced.
- 3.5 Some classes at STUDIO ONE are audition only. Students wishing to enroll in such classes must attend an audition to be eligible to be considered for enrolment in such classes. The decision of the teacher conducting the audition is final, and no review or challenge to the teachers' decision will be entertained.
- 3.6 Within each year, at the end of a term, each student will be automatically enrolled in the same classes for the following term. Any changes to the classes a student is enrolled in must be notified in writing before the commencement of the following term to avoid charges being levied.
- 3.7 If your child is joining STUDIO ONE during a term, fees will be reduced by 10% for each missed week in the current term, or by the number of classes missed, depending on the charging model. Fees for students joining during a term are due one week after enrolment.

4. REFUND POLICIES

- 4.1 No refunds, discounts or credits are given for missed classes for any reason. If you miss a class due to holiday or illness STUDIO ONE may offer a make-up class. These classes are to be arranged with STUDIO ONE staff and attended within the same term as the absence. The decision to offer a make-up class is completely within the discretion of STUDIO ONE and is not guaranteed.
- 4.2 If the student wishes to transfer to a different class during a term, STUDIO ONE may agree to transfer the student to another class. Any decision to allow a student to transfer is at the discretion of STUDIO ONE.
- 4.3 No refunds, discounts or credits will be given for cancellation or withdrawal by a student during a term. In such instances, the full amount of fees will be payable for the term. The student may withdraw from a class or cancel their enrolment at the end of a term provided this is done in writing.

5. NOTICE BOARD POLICIES & COMMUNICATION

- 5.1 It is the responsibility of all students and parents to review the STUDIO ONE website, Facebook page, Instagram and newsletter for relevant information.
- 5.2 STUDIO ONE will communicate with you primarily by phone and by email. By signing an enrolment form, you consent to receive information from STUDIO ONE by email, text message and phone.
- 5.3 STUDIO ONE will not provide your details to any other company, entity or organisation unless you have given consent, and all information will be kept secure by STUDIO ONE in accordance with The Privacy Act.
- 5.4 STUDIO ONE will endeavor to ensure that all communications are free of malware. It is very unlikely that you will receive any malware through us. While all reasonable measures have been taken by STUDIO ONE to ensure its systems are secure and free of malware, we will not be responsible for any loss of damage suffered by you in the

event that a malware or like issue is transmitted unknowingly by us or third party.

6. INJURY/MEDICAL CONDITION POLICIES & PROCEDURE

- 6.1 It is the responsibility of parents and students to notify STUDIO ONE and the relevant teacher in the event of an injury or medical condition, prior to class.
- 6.2 We are unable to provide anyone with Panadol or any other medication without parental permission.
- 6.3 In the event of an accident or emergency, you hereby authorise and grant permission for STUDIO ONE and its employees, contractors, directors, volunteers and representatives to take whatever action may be necessary in the event of an emergency – including calling an ambulance or administering first aid - in the event that you or your child's emergency contact person cannot be contacted, and you release and hold STUDIO ONE and its employees, contractors, directors, volunteers and representatives harmless in connection with any such action taken or for any omission made by STUDIO ONE.
- 6.4 Additionally, you hereby agree to indemnify STUDIO ONE for all medical expenses which may be incurred by STUDIO ONE as a result of an injury sustained by your child while participating in a STUDIO ONE class, workshop or other activity.
- 6.5 In the unlikely event of injury requiring treatment by a doctor, an ambulance will be called to the studio. Any parent opposed to this should advise at the time of enrolment in writing. Every effort will be made to contact the parent or emergency contact if this situation arises.

7. COSTUME POLICIES

- 7.1 Costume hire or purchase costs will be required for each student if participating in any event requiring a costume (i.e. eisteddfods, public performances, end of year concert etc.).
- 7.2 Such costs will be invoiced to students prior to costumes being provided. If a student fails to pay the required costume hire or purchase costs, no costume will be provided.
- 7.3 All costumes for group performances will be arranged by STUDIO ONE and hired or sold to students.
- 7.4 Solo costumes are the sole responsibility of the parent. All solo costumes must first be approved by STUDIO ONE before performances.

8. CONCERT POLICIES

- 8.1 Student involvement in the annual concert is compulsory. Any exceptions must be agreed by STUDIO ONE, and may be granted at STUDIO ONE'S discretion.
- 8.2 All students are required to attend all rehearsals for the end of year performance. STUDIO ONE reserves the right to re-consider participation in performances and groups by students who miss too many rehearsals.
- 8.3 All creative decisions in relation to the annual concert and any other performance group are at the sole discretion of STUDIO ONE and the relevant teacher. This includes whether and how a student is to be included in a particular performance. The decision of STUDIO ONE and its teacher is final and not subject to challenge by parents or students.

9. LIMIT OF LIABILITY

- 9.1 These terms and conditions do not exclude or limit -
- (a) the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these terms and conditions to be void; or
 - (b) direct losses and damages which only arise as a result of STUDIO ONE'S gross negligence (which means where STUDIO ONE commits an act or allows an omission to occur in reckless disregard as to the consequences of the act or omission).
- 9.2 Except where clause 9.1 applies, and to the extent permitted by law, STUDIO ONE excludes all statutory and tortious liability (including but not limited to liability in negligence).
- 9.3 STUDIO ONE will not be liable for any direct, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the attendance at class, including, but not limited to, liability for gross negligence and except to the extent of clause 9.1.
- 9.4 All students and visitors to STUDIO ONE are responsible for their personal property, including personal property stored in student locker room areas. All property remains at the owners' risk at all times. STUDIO ONE accepts no liability to property that is lost or damaged on the premises.

10. CONSENT

- 10.1 Dance and acrobatics are physical activities and the teacher or teaching assistant may have to assist your child's understanding of an action, posture or position by physical contact e.g. holding hands in a circle; lifting, correcting posture. You consent to employees, sub-contractors, contractors and directors of STUDIO ONE having contact with your child in this regard.
- 10.2 Should your child hurt him/herself, you consent to employees, sub-contractors, contractors and directors of STUDIO ONE to attend to your child whilst we wait for the nominated guardian or emergency contact to arrive.
- 10.3 Your child's enrolment into a STUDIO ONE class is voluntary and participation in the class and the activities of dance, acrobatics and movement involve the risks of injury, including but not limited to muscle strains, sprains and falls and you are aware these are risks for you and your child as outlined in clause 9. For the avoidance of doubt, STUDIO ONE excludes all liability for injury to your child to the extent permitted by law.
- 10.4 You must inform STUDIO ONE and all teaching staff of any injuries, medical conditions and allergies suffered by your child.

11. ADHERENCE TO CODE OF CONDUCT

- 11.1 STUDIO ONE has published codes of conduct applicable to students and parents on its website.
- 11.2 By enrolling in classes at STUDIO ONE, you acknowledge these codes of conduct and agree to comply with them in all respects.
- 11.3 STUDIO ONE reserves the right to enforce compliance with the codes of conduct at its absolute discretion, including by suspending or expelling a student or family. Any

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decision by STUDIO ONE in relation to enforcement or disciplinary measures for non-compliance with the code of conduct is final and not subject to challenge. No fees will be refunded in the event of any action taken, including suspension or expulsion, for breaches of the code of conduct.

- 11.4 Parents are not allowed in student areas including student waiting areas, bathrooms, studios or other common areas. Parents must wait in the parent waiting room only. If access is required to any other area, parents must be accompanied by a staff member.

12. UNIFORM POLICY

- 12.1 STUDIO ONE has a uniform which is available for purchase at the uniform store at our premises.
- 12.2 All students must be appropriately dressed for every class in full studio uniform and correct footwear for the particular style of dance.
- 12.3 All students must be appropriately groomed for class, with their hair tied back neatly and securely. Female students must have their hair in a bun with hair net and pins for every ballet class. Female students with short hair must secure it with a soft headband. Male students should have their hair off their face.
- 12.4 Any student dressed or groomed inappropriately will be asked to improve their appearance when next attending.

13. VIDEO/PHOTOGRAPHY/CHOREOGRAPHY COPYRIGHT

- 13.1 Parents and students must seek permission from STUDIO ONE prior to photographing or videoing any class, STUDIO ONE'S premises or any student in STUDIO ONE uniform.
- 13.2 Any recording or photography is for personal use only and not be for commercial sale.
- 13.3 Any recording or photography is not to be uploaded onto the internet, social networks &/or video/photo sharing sites without permission of STUDIO ONE. If permission is granted, STUDIO ONE must be tagged in all posts featuring its students or premises and reserves the right to require that the post or video be removed.
- 13.4 All choreography works are the intellectual property of STUDIO ONE or its staff or contractors as the case may be. It is an infringement of copyright to reproduce, communicate, publish or perform all or a 'substantial part' of a piece of choreography, unless the copyright owner has given permission or certain exceptions apply. Choreography copyrights include individual created solos, duets, group dances and 'substantial' movement sequences. It also includes staging and stage design, costume design, light design and all ideas of story and concept.

14. TALENT RELEASE

- 14.1 **Grant of Rights:** Upon enrolling my child into a class at STUDIO ONE, I hereby grant to STUDIO ONE the absolute and irrevocable right and permission, throughout the world, in respect of the photographs and/or video footage ("the material") that it has, has taken, or has had taken of my child or in which my child may be included with others to use, re-use, publish, and re-publish, and otherwise reproduce, digitise, edit, modify, distribute in print and online, publicly display in print and online, share via social media, and publicly perform the same, in whole or in part, individually or in conjunction with other photographs or videos, and in conjunction with any copyrighted matter, in any and all media now or hereafter known, for illustration, website, promotion, art, marketing,

advertising and trade.

- 14.2 **Release:** Upon enrolling my child into a class at STUDIO ONE, I hereby release and discharge STUDIO ONE from any and all claims and demands arising out of or in connection with the use of the photographs or footage, including without limitation any and all claims for defamation, invasion of privacy, and misappropriation of my right of publicity. I hereby waive any claim that I may have to inspect or approve any images, products or copy in connection with any of the material.
- 14.3 **Copyright in the Material:** Upon enrolling my child into a class, I acknowledge that I have no claim to the copyrights in the material. The copyright owners have the right to copyright the material in their own names or otherwise and to use, assign, and license the material throughout the world, including any rights I might have.
- 14.4 **Representations:** I have read the foregoing and fully understand the contents thereof section Talent Release. This release shall be binding upon me and my heirs, legal representatives and assigns. I further release STUDIO ONE from any responsibility for injury incurred during any and all past, present or futures photography and/or video sessions and activities.

15. STUDENT CONDUCT

- 15.1 Students are expected to be cooperative at all times. Warnings will be given for disruptive behavior, and parents will be notified. Our objective is that every student feels valued and enjoys their dance experience.
- 15.2 STUDIO ONE is an inclusive, safe space for all students. No bullying or other inappropriate conduct by students towards other students or staff will be tolerated.

16. SUPERVISION

- 16.1 Parents with children under 10 years of age should supervise their children before class. We are only responsible for your children in the student waiting areas and dance studio.
- 16.2 Students are expected to be collected from the studio by their parents before the commencement of the next class. If there is an unavoidable delay, students must stay within the premises.

17. DISCLAIMER

- 17.1 You acknowledge that STUDIO ONE has used its best endeavours to ensure that the information contained herein is true and accurate but you acknowledge and agree that STUDIO ONE accepts no responsibility and disclaims all liability in the event of any error, misrepresentation or inaccuracy of such information.
- 17.2 You acknowledge having made your own enquiries with respect to the information contained herein prior to agreeing to be bound by these rules, terms and conditions.