

TERMS AND CONDITIONS OF ENROLMENT

These terms and conditions cover your enrolment at Simply Ballet (we, the school). By signing this agreement, attending a class in person, or allowing a minor in your care to attend a class in person you indicate your understanding and agreement to the following terms and conditions;

1. Fees and Payments

1.1. Term Based Class Fees (Preschool and Graded Divisions)

- 1.1.1. Term Fees cover ten (10) weeks of classes in a specified term.
- 1.1.2. Where a term is made longer or shorter than 10 weeks by Simply Ballet, fees will be calculated at 10% of current fee schedule times the number of weeks in that Term.
- 1.1.3. Term Fees for lessons are charged in advance by the term according to the current fee schedule.
- 1.1.4. Term fees are invoiced at least 14 days prior to the first day of each term and are due before the commencement of that Term. If you are unable to pay fees within the above period, please contact us to arrange a payment plan.
- 1.1.5. Changes to enrolment for a future Term such as increase or decrease in hours, change of levels or days, or withdrawal must be requested in writing 2 weeks before the start of that Term. If notification is not received an invoice will be instigated for current enrolment/s.
- 1.1.6. Withdrawal from classes without 2 weeks' notice will result in a minimum of 2 weeks of your current enrolments being invoiced and payable.
- 1.1.7. Enrolment in a class is not confirmed until fees have been paid in full
- 1.1.8. Partial Term enrolments are at the discretion of Simply Ballet and current students may be charged a surcharge per class for a part Term enrolment.
- 1.1.9. Please see our Refund Policy for information on refunds of Term fees

1.2. Monthly Booking Fees (Open Division)

- 1.2.1. Monthly booking fees cover one (1) calendar month of classes in a specified calendar month as per the selected classes.
- 1.2.2. Monthly booking fees are charged on an ongoing basis on the unless Simply Ballet is notified in writing.
- 1.2.3. Monthly fees are invoiced at least 14 days prior to the first day of each month and are due before the commencement of the next month. If you are unable to pay fees within the above period, please contact us to arrange a payment plan.
- 1.2.4. Monthly bookings may be suspended or cancelled at any time with 2 weeks' notice in writing prior to your next billing period without penalty.
- 1.2.5. Changes to enrolment for a future month such as increase or decrease in hours, change of levels or days or withdrawal must be requested in writing 2 weeks before your next billing cycle. If notification is not received an invoice will be instigated for current enrolment/s.
- 1.2.6. Withdrawal from classes without 2 weeks' notice will result in a minimum of 2 weeks of your current enrolments being invoiced and payable.
- 1.2.7. Please see our Refund Policy for information on refunds of Monthly fees

1.3. Class Pack Fees

- 1.3.1. Class Pack fees cover the number of classes as specified in the package details
- 1.3.2. Class Pack fees are charged as per Simply Ballet's standard packages and include classes as per each standard package (see specific packages for details).
- 1.3.3. Class Packs must be pre-paid before the commencement of the first class to be used in the package.
- 1.3.4. Class Packs expire 180 days from purchase date. No refund or classes will be honoured after this time.
- 1.3.5. Please see our Refund Policy for information on refunds of Class Pack fees

1.4. Unpaid Fees, Late Fees, and Administration Charges.

- 1.4.1. Customers who are not able to pay their invoice by the due date must contact Simply Ballet to discuss an alternative arrangement.
- 1.4.2. If payment is not received 7 days after the due date and no contact has been made, a late fee of 5% will be added to your invoice.
- 1.4.3. A further 5% of the original invoice total may be added each 7 days until the invoice is paid, or a late fee of 20% has been reached.
- 1.4.4. Simply Ballet retains the right to refuse access to classes, examinations, concert participation, or withhold stock/costumes for students with outstanding fees.
- 1.4.5. Simply Ballet's preferred method of payment is by Direct Debit Authority. Customers who do not have an active Direct Debit Authority on their account may be charged an administration fee per invoice.

2. Make-Up Classes

- 2.1. A 'make-up class' is where a student may attend a similar class to their regularly enrolled class as compensation for not being able to attend their regular enrolled class.
- 2.2. Students on a Monthly or Term booking are eligible for a make-up class if a regularly enrolled class is missed.
- 2.3. Make-up classes may be taken at an alternate time or day at the student's current level, or an appropriate level as determined by Simply Ballet staff.
- 2.4. Make-up classes cannot be used in lieu of a class a student is already enrolled in.
- 2.5. A make-up class can be used on a single class of equal or lesser length than the missed class. An exception made be made at Simply Ballet's discretion.
- 2.6. Make-up classes are subject to availability and must be made use of within 90 days of the missed class.
- 2.7. If a make-up class is booked through the customer portal and the student subsequently does not attend, a replacement make-up class will not automatically be issued. Students may apply in writing to office@simplyballet.com.au to have that make-up class reinstated.
- 2.8. No refund or discounts will be given where a make-up class is not made use of. For full details, please see our full Make-up Class Policy.

3. Cancelled Classes

- 3.1. In the event of a forced closure of the studio (Government directed closure, natural disaster, loss of access to premises etc.) online classes will be offered as a replacement for in studio classes. Your enrolment will automatically be transferred to online learning unless you notify us in writing.
- 3.2. If a scheduled class length is shortened for online learning, fees will be adjusted to reflect the new length of the online class on a weekly basis.
- 3.3. If a class is cancelled by Simply Ballet and Simply Ballet cannot provide an online alternative or a make-up class at a later date, a credit for that class will be issued to your account.

4. Refund Policy

- 4.1. Simply Ballets services are covered under the Australian Competition and Consumer Commissions 'Consumer Guarantees' <https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>
- 4.2. A refund for change of mind on goods or services will be at Simply Ballet's discretion.
- 4.3. A request for a refund must be made in writing providing the date of payment, amount of payment, and reason/s for the refund request.
- 4.4. Simply Ballet retains the right to deduct from any refund monies owing for classes, stock, or services already undertaken or products in the persons possession.
- 4.5. Customers who are unable to provide proof of payment may be refused a refund.

4.6. An administration fee of \$10 may be charged to issue a refund.

5. Physical Contact

- 5.1. Appropriate physical contact between teachers and students, and between students and students is a necessary part of dance training. You authorise Simply Ballet staff, approved volunteer persons, and other students in a class to undertake appropriate physical contact with you or your enrolled student.
- 5.2. Physical contact may be deemed necessary in situations such as classes, exams, performances, workshops, or other training to assist teaching, performing exercises, make corrections to technique, to assist with hair, make up, fitting of dance wear, or to administer first aid.
- 5.3. Appropriate physical contact between minors and adults will be performed by teachers, staff, or volunteers in accordance with Simply Ballet's Child Safety Policy.
- 5.4. Any student or person may refuse to be physically contacted at any time. Should a student not wished to be physically contacted for any reason they must inform the person at that time, or in an ongoing situation they or their guardian must inform the school in writing.

6. Duty of Care

- 6.1. Simply Ballet is responsible for a minor (under 18 years old) student's safety and wellbeing for the duration of activities covered under these Terms and Conditions. Outside of the duration of activities covered by these Terms and Conditions, or for students over the age of 18, Simply Ballet is not responsible for student's safety or wellbeing.
- 6.2. It is a parent/guardian's responsibility to inform Simply Ballet of any changes to address, telephone, or email details as listed in the Emergency Contact section on the student's enrolment form.
- 6.3. Calls may be made to a parent/guardian for students left for excessive amounts of time. If a parent or guardian cannot be contacted within 30 minutes of class time conclusion, you authorise Simply Ballet to act in an appropriate manner to ensure the safety of the student.
- 6.4. Should a student be the subject of a Court Order or similar arrangement which seeks to limit the use of a student's name or image, or limit contact with specified person/s, you must inform the school immediately in writing. If possible, a copy of the order or its contents is appreciated to enable the school to fulfil the requirements of the order.

7. Risk of Injury

- 7.1. Students participate in classes at their own discretion understanding that dance is a physical activity which may involve risk of injury.
- 7.2. Students accept that there is a risk of injury from participating in activities at Simply Ballet and agree that Simply Ballet is not liable for an injury sustained during participation.
- 7.3. Students must inform Simply Ballet staff of any injuries or relevant medical conditions prior to their participation in class or activities.

8. Privacy Policy

- 8.1. The protection of your personal and financial information is important to us.
- 8.2. Your personal information will not be sold or given to another organisation without your permission.
- 8.3. Personal information or Financial Information will only be accessed to conduct business and transactions with Simply Ballet and will be stored securely at other times.
- 8.4. Medical Information will be kept confidential unless the sharing of information is required between staff or students to ensure a safe learning environment.
- 8.5. Simply Ballet is not responsible for the security of personal or financial information held by third parties.

9. Photographic and Media consent

- 9.1. I give my permission for photographs and video footage to be taken of my child or myself.
- 9.2. These images may be used publicly in ways such as (but not limited to) on the school's website, newsletter, professional displays, developmental materials, advertising, television, print commercials or Social Media channels.
- 9.3. Withdrawal of Photography/Video consent given to Simply Ballet must be made in writing. Should you become aware of any unauthorised use of your child's photograph/video you must contact the school immediately in writing.