

# **TERMS AND CONDITIONS OF ENROLMENT**

These terms and conditions cover your enrolment at Simply Ballet (we, the school). Simply Ballet operates in Adelaide, South Australia, and South Australian Laws apply to these Terms and Conditions. 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 14 days 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 14 days' notice will result in a minimum of 14 days of your current enrolments being invoiced and payable.
  - 1.1.7. Enrolment in a class is not confirmed until a Direct Debit Authority has been enabled on your customer account.
  - 1.1.8. Partial Term enrolments are at the discretion of Simply Ballet and are only available where more than 50% of a single Term will be missed. Partial Term enrolments must be applied for in advance. 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. Month-to-Month Booking Fees (Open Division)**

- 1.2.1. Month-to-Month booking fees cover one (1) calendar month of classes in a specified calendar month as per the selected classes.
- 1.2.2. Month-to-Month booking fees are charged on a recurring basis unless Simply Ballet is notified in writing of changes or cancellation.
- 1.2.3. Month-to-Month invoices are generated at least 14 days prior to the start of each month and are due on the 1<sup>st</sup> day of each month. If you are unable to pay fees within the above period, please contact us to arrange a payment plan.
- 1.2.4. Month-to-Month bookings may be suspended, changed or cancelled without penalty by giving 14 days' notice in writing prior to your next billing period. If written notification is not received an invoice will be instigated for current enrolment/s.
- 1.2.5. Withdrawal from classes without 14 days' notice will result in a minimum of 14 days of the current enrolments being invoiced and payable.
- 1.2.6. Classes booked during a month in addition to selected classes will be charged at their individual rate (excluding make-up classes).
- 1.2.7. Please see our [Refund Policy](#) for information on refunds of Month-to-Month 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. Unused classes will be forfeit after 180 days, unless a refund application is submitted under Simply Ballet's [Refund Policy](#).

1.3.5. Please see our [Refund Policy](#) for information on refunds of Class Pack fees.

#### **1.4. Payment method, Unpaid Fees, Late Fees, Declined Payments, and Administration Charges.**

- 1.4.1. Simply Ballet's method of payment is by Direct Debit Authority. Customers who do not have an active Direct Debit Authority on their account will not be enrolled until a Direct Debit Authority is in place.
- 1.4.2. Customers who cannot pay their invoice by the due date must contact Simply Ballet to discuss an alternative arrangement or payment plan.
- 1.4.3. 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.
- 1.4.4. A further 5% of the original invoice total may be added each 7 days at Simply Ballet's discretion until the invoice is paid, or a late fee of 20% has been reached.
- 1.4.5. Simply Ballet retains the right to refuse access to classes, assessments, examinations, or concert participation, or withhold stock/costumes from customers with outstanding fees.
- 1.4.6. Customers are responsible for all failed payment, dishonour, rejection, or surcharge fees administered by third party providers.
- 1.4.7. Failed payments will have a 'Declined Payment Fee' applied on top of any third party rejection fees. Please see our [Declined Payment Policy](#) for further details.

## **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 Month-to-Month or Term booking are eligible for a make-up class if a regularly enrolled class is missed.
- 2.3. If a Month-to-Month or Term booking is cancelled or suspended, accrued make-up classes cannot be accessed.
- 2.4. Make-up classes may be taken at an alternate time or day to the student's currently enrolled class, or an appropriate level as determined by Simply Ballet staff.
- 2.5. Make-up classes cannot be used in lieu of a class a student is already enrolled in.
- 2.6. A make-up class can be used on a single class of equal or lesser length than the missed class. Where a make-up class is used to book a class of longer length, there may be an amount payable to cover the difference in class length.
- 2.7. Make-up classes are subject to availability and must be used within 90 days of the missed class.
- 2.8. 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](mailto:office@simplyballet.com.au) to have that make-up class rebooked.
- 2.9. No refund, credit, or discount 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. This may be via reinvoicing, offering a credit, or refund at Simply Ballet's discretion.
- 3.3. If a class or part thereof 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 or part thereof will be issued to your account.

#### **4. Refund Policy**

- 4.1. Simply Ballet's services are covered under the Australian Competition and Consumer Commissions 'Consumer Guarantees' <https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>. Your statutory rights under the Australian Consumer Law are preserved regardless of these terms.
- 4.2. Refunds will not be made for any classes that have already been attended, or periods where notice of withdrawal is less than 14 days.
- 4.3. Refunds for medical withdrawal should be accompanied by a medical certificate or letter from a registered healthcare practitioner
- 4.4. A refund for change of circumstances will be at Simply Ballet's discretion. Evidence for change of circumstances may be requested.
- 4.5. Refunds will not be given for change of mind.
- 4.6. 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, along with any accompanying evidence.
- 4.7. 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.
- 4.8. Customers requesting a refund will be required to confirm their initial payment method such as BSB and account number, or last 4 digits of their payment card from which the initial payment was made.
- 4.9. Refunds are processed through our payment provider and may take 5-10 business days for monies to be refunded to you.
- 4.10 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, assessments, 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 wish 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 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, 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 arising from the inherent risks of dance.
- 7.3. Students must inform Simply Ballet staff of any pre-existing 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 relevant staff 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. Please see our full Privacy Policy for further details.

## **9. Photographic and Media consent**

- 9.1. By signing these Terms and Conditions, you grant permission for photographs and video footage to be taken of your child and/or yourself.
- 9.2. These images may be used publicly in ways such as (but not limited to) on the school's website, newsletters, 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 or your child's photograph/video you must contact the school immediately in writing.