

## TERMS AND CONDITIONS

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person(s), or parent(s) or legal guardian(s) of any person(s), enrolling at N Sync Dance Academy and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our N Sync Dance Academy. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same. "Enrolment" refers to the agreement made upon submission of the enrolment form to attend and make payment for dance and performing arts classes at N Sync Dance Academy and is subject to these terms and conditions. "Dance Studio" or "Studio" refers to any location in which N Sync Dance Academy conducts lessons, performances or activities.

### 1. Privacy Statement and Confidentiality

**1.1.1** We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Client records are regarded as confidential and therefore will not be divulged to any third party unless legally required to do so to the appropriate authorities.

**1.1.2** We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

**1.1.3** You grant permission for N Sync Dance Academy to use photographs and films of me, or my child(ren) if they are under 18 years of age, without restriction of any communication medium, in both present and future use. These images may be used in, but not limited to, production of the concert DVDs, website and printed promotional material. This consent remains valid until withdrawn in writing to N Sync Dance Academy. To refuse use of photos, indicate non-permission on Enrolment Form.

### 2. Fees and Payment

#### 2.1

#### Group dance classes:

**2.1.1** Enrolment commences upon receipt of the first invoice from N Sync Dance Academy in a calendar year and continues until the final class, or activity of that calendar year. Enrolment automatically rolls over from one term to the next term with the classes you are taking at that time and you will be invoiced as such. Any changes to class enrolment must be made according to the restrictions outlined in section 2.1.7 to 2.1.10.

**2.1.2** Fees are invoiced before the commencement of each term or as soon as possible after receipt of a completed enrolment form – whichever is later, and cover a 12 week period.

**2.1.3** Fees are to be paid in full prior to the commencement of the second week of term, or within seven days of a mid-term enrolment. In either case, the due date will be on your invoice.

**2.1.4** If your fees remain outstanding after the due date, you will be charged late fees of 3% of your total outstanding account for the first week. Any discounts applicable will be forfeited if payment is not made by due date.

**2.1.5** If your fees remain outstanding at the conclusion of the fifth week of term, your child will be asked to sit out until your account is settled. This includes sitting out any performances that may occur within this period.

**2.1.6** If your 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.

**2.1.7** If you do not enjoy the class you have chosen, you have the option to transfer to another class provided there is a vacancy and you have discussed this with the Principal. Any transfers are approved at the discretion of the Principal.

**2.1.8** If you wish to reduce the amount of class hours in which you are enrolled at N Sync Dance Academy before the commencement of the fourth week of term, all classes attended will be invoiced and your enrolment altered for the remainder of the term. If you wish to reduce the amount of class hours in which you are enrolled at N Sync Dance Academy after the commencement of the fourth week of term, you will be invoiced for the entire term length for all classes listed on your enrolment form and any classes you have regularly been attending prior to your reduction.

**2.1.9** If you wish to cancel your enrolment at N Sync Dance Academy before the commencement of the fourth week of term, all classes attended will be invoiced at the full class rate (i.e. \$14 per hour). Any payments made by you will be returned, minus the fees for classes you or your child attended, and \$25 per class to cover costume and concert outlays. If you wish to cancel your enrolment at N Sync Dance Academy after the commencement of the fourth week of term, you will be invoiced for the entire term length for all classes listed on your enrolment form and any classes you or your child have regularly been attending prior to your cancellation.

**2.1.10** There are no rebates for missed classes.

**2.1.11** Fees are payable via cash or electronic fund transfer. Refer to the invoice for payment options and instructions.

### 3. Injuries and Medical Emergencies

**3.1.1** It is extremely important you arrive punctually to ensure you are present for the warm-up prior to each class. An adequate warm-up is essential for injury prevention.

**3.1.2** Dance classes can involve risk of personal injury. While N Sync Dance Academy takes all reasonable care in the conduct of our classes, we take no responsibility for injury or loss caused during or whilst participants are at, or near the studio. You are responsible for ensuring that you are physically and mentally fit for the class and during the class you must at all times take care of your own personal safety.

**3.1.3** In the event of an injury or medical emergency, N Sync Dance Academy teachers will provide first-aid and, where we see fit, call an ambulance to provide emergency care. You are completely, without limitation, liable for any costs associated with the medical care provided and as such it is your responsibility to ensure you have adequate cover for such an event.