

## **CONDITIONS OF ENROLMENT**

### **SUMMARY**

These conditions of enrolment govern the relationship between you (the parent or legal guardian of the student or students enrolling at LJR Dance Academy) and LJR Dance Academy. As the parent or legal guardian of the student or students enrolling at LJR Dance Academy, you are responsible for guaranteeing the performance of the terms of this agreement by that student or those students. You are also responsible for your own performance of the conditions of enrolment.

Enrolment for classes at LJR Dance Academy is confirmed by completing the enrolment form, subject to eligibility and class viability requirements. All enrolments will be from February to December each year and will carry over into each new teaching term, including between teaching years.

This agreement will operate from the time the online enrolment form is submitted until the agreement is terminated by either of the parties.

By completing the enrolment form you agree to the conditions of this agreement and guarantee the performance of the conditions of this agreement by your student.

### **PAYMENT**

You will be charged according to your class selections on the online enrolment form and the prices listed on the pricing and packing section of the LJR Dance Academy website, available at <https://ljdanceacademy.com.au/pricing-packages/>.

Invoices are sent each teaching term once enrolment forms have been processed. Accounts must be paid in full within 14 days. Payments can be made via direct debit, cheque or cash. All payments are non-refundable, subject to the cancellation clause below. If a student is enrolled after the commencement of a teaching term, the student will only be charged for the tuition fees from that time onwards.

LJR Dance Academy may change the price of a class or package of classes in between teaching terms and teaching years. You will be notified of any change in pricing that affects you and you may choose to cease the enrolment of your student before the start of the next teaching term by written notice to [ljdanceacademy@gmail.com](mailto:ljdanceacademy@gmail.com). Payment of the new price is taken as acceptance of the new price.

### **CHANGES TO ENROLMENTS**

You may request to add or change classes after enrolment by communicating this request to LJR Dance Academy via email, phone call or message. LJR Dance Academy management will duly consider such requests subject to eligibility, viability of classes and any other factors reasonably necessary to protect the legitimate interests of LJR Dance Academy.

LJR Dance Academy reserves the right to transfer the enrolment of your student in a class that does not meet the class eligibility requirements or due to class viability requirements.

## **CANCELLATION OF CLASSES**

In the instance that a class is cancelled by LJR Dance Academy, there will be a catch-up class offered to you.

## **TERMINATION OF ENROLMENT**

Either party may terminate the enrolment of a student at any time by written notice.

If LJR Dance Academy terminates the enrolment of your student, you will be entitled to a refund for the remaining classes you have paid for in that teaching term, unless the termination of enrolment is due to a sufficiently serious breach or repudiation of this agreement by you.

If your student withdraws from a class, written confirmation must be sent to [lirdanceacademy@gmail.com](mailto:lirdanceacademy@gmail.com). In the event you terminate your student's enrolment at LJR Dance Academy, you are not entitled to a refund.

## **PARENTS NOT PERMITTED IN CLASS**

Except for Tuesday and Thursday morning pre-school class, you are not permitted inside the dance studio. It is preferred you drop your student off or wait in the waiting room. If you choose to wait in the waiting room, you are required to wait in a quiet manner and not disturb the class in session or other patrons.

## **EXAMS**

Enrolling in an exam class does not mean your student will sit their exam.

## **AGE CLASSIFICATION**

Your student must enrol into the age bracket applicable to the class descriptions. Your student is then required to remain in this class and age bracket for the duration of the year. Your student can participate in higher or lower classes provided your student is also participating in the equivalent class within their applicable age bracket. Participation in a higher or lower age bracket and class is subject to teacher and management approval.

## **ATTENDANCE & PUNCTUALITY**

In all cases, students or parents are to notify LJR Dance Academy if a student is to be absent via email, phone call or message. Absence at any class results in you forfeiting the class fee. Students are responsible for catching up or stepping out of any choreography missed during concert or competition preparations.

Your student is expected to be punctual for all classes. If your student is late to class, teachers will not be required to make up the time with your student and older students will be required to warm themselves up before joining into class.

## **WALKING FROM STUDIOS/DROP OFF & PICK UP**

You consent to our admin staff walking your student between the 109 studios and the 99 studios if their classes are in both studios. You are required to drop off and pick up your student from the correct studio that your student is in.

## **TEACHERS**

LJR Dance Academy employs teachers who are specialists in their field to instruct classes. At times, scheduled teachers may not be available, and an alternative teacher will be scheduled. Due to the nature of the entertainment industry and the high standard of teachers employed with LJR Dance Academy, teachers may change at the discretion of management.

## **DUTY OF CARE**

You consent to your student partaking in classes at LJR Dance Academy at their own risk and participating within their own limitations and capabilities. LJR Dance Academy and its employees aim to take reasonable care to ensure they do not cause reasonably foreseeable injury to students. LJR Dance Academy should not be held accountable for any injury sustained whilst attending dance classes at LJR Dance Academy. LJR Dance Academy does not accept responsibility for your student's safety outside of your students scheduled class hours.

## **BEHAVIOURAL CODE OF CONDUCT**

LJR Dance Academy does not tolerate bad-mouthing or defamation of students, parents or dance schools. Foul language, bullying and disrespect to peers and teachers is not accepted in any circumstance. Students, parents and teachers are required to always display a professional level of mannerisms and presentation, be a team player, show excellent sportsmanship, help others and be supportive. If students or parents fail to abide by the 'Behavioural Code of Conduct' they will fall subject to penalties at managements discretion.

## **SOCIAL MEDIA POLICY**

LJR Dance Academy recognises the importance of participating in social media and other similar communications. However, you and your student must act with integrity, professionalism and take personal responsibility for what you communicate. Before you or your student reacts or posts, please make sure you: are aware of laws covering defamation, privacy, and the protection of intellectual property (including choreography); uphold the values of LJR Dance Academy; and behave with respect and courtesy and without harassment.

## **RIGHTS TO THE USE OF CHOREOGRAPHY**

LJR Dance Academy possesses all property and moral rights in choreography created by employees of LJR Dance Academy. Your student is prohibited, without the explicit consent of LJR Dance Academy, from: reproducing choreography in a material form; publishing the choreography; performing the choreography in public (which includes competitions); adapting the choreography; claiming attribution of the choreography; falsely attributing authorship of the choreography; diminishing the integrity of the choreography; or otherwise infringing on any property or moral

right in choreography held by LJR Dance Academy under the *Copyright Act 1968* (Cth) and any other laws.

This means you must ask permission prior to any public or competitive performance (or social media post) that puts the choreography on display. Only LJR Dance Academy may authorise alteration or changes to the choreography. All choreography must remain with LJR Dance Academy and should your student cease enrolment with LJR Dance Academy, your student must not perform the same choreography without the explicit permission of the LJR Dance Academy.

## **FOOD AND DRINK**

Food must be consumed within the waiting areas and is not permitted inside the dance studio; only water is permitted into the studio. Students must use the bins provided. Please encourage healthy eating and snacking whilst at the dance studio. LJR Dance Academy has students with severe nut allergies and therefore does not allow food containing nuts or traces of nuts.

## **DAMAGES**

You are financially responsible for any damage sustained to LJR Dance Academy property or fittings by you or your student. You will be charged for any repairs, labour or replacement as deemed necessary by LJR Dance Academy management.

## **MERCHANDISE**

No merchandise from other studios is to be worn on the premises or at competitions when competing under LJR Dance Academy.

## **RESPONSIBILITY**

LJR Dance Academy does not accept responsibility for the damage or loss of goods left on the premises prior to, during or after dance classes and performances. You and your student are solely responsible for any personal belongings and property whilst on the premises. You release LJR Dance Academy instructors and staff members from any responsibility in any way for loss or damage of your personal belongings or property.

## **SURVEILLANCE**

LJR Dance Academy uses CCTV cameras throughout the studios and waiting areas to protect the lawful interests of LJR Dance Academy. You consent to you and your student being recorded by those CCTV cameras. LJR Dance Academy may release footage captured by those CCTV cameras as required by law or to protect the lawful interests of LJR Dance Academy.

## **TECHNICAL TERMS**

If LJR Dance Academy fails to enforce a provision in this agreement, this will not constitute a waiver of rights that prevents LJR Dance Academy from later enforcing that provision.

Any terms of this agreement found to be void or unenforceable are to be reduced or severed from this agreement to ensure the continued operation of the other terms of this agreement.

This agreement is governed by the laws of South Australia and both parties submit to the exclusive jurisdiction of the courts of South Australia.

Any references to law are to that law at the time of this agreement. Any laws referenced do not form part of this agreement and compliance with those laws is not part of this agreement.

## **ACCEPTANCE**

By ticking the box and completing the enrolment form you are lawfully agreeing to the above agreement.