

tiny toes ballet t&c

1. Our Agreement with You

- 1.1 As a customer of Tiny Toes Ballet these terms and conditions form the basis of your agreement with Tiny Toes Ballet.
- 1.2 Tiny Toes Ballet's agreement with you also includes your enrolment form which you complete and provide to Tiny Toes Ballet.

2. Refunds, Discounts and Credits

- 2.1 Under our refund policy, fees are payable by the term and there is no refund given for classes that are missed.
- 2.2 We do allow students two make-up lessons per term for missed classes (in any equivalent class), provided that there is space available. Make-up classes can only be done in the same term and we ask you to call the office to arrange a time and date.

3. Class Procedure

Guidelines for parents and carers to establish and maintain a nurturing, safe, enjoyable, productive environment for the dancing children:

- 3.1 Please take your child to the toilet immediately before class starts to avoid unnecessary disruptions during class.
- 3.2 Please ensure that your child arrives on time for every class and ensure that your child is in the presence of a teacher when you or the child's guardian drops them off.
- 3.3 Please ensure that your child is collected on time. We cannot be responsible for your child's safety outside of class time.
- 3.4 In order to maintain a positive and controlled environment during the term our classes are generally closed to visitors. The very last class of every term will be open for viewing by friends and family and where a child is particularly sensitive it may be possible to arrange for the first two classes to be attended by a parent or guardian.
- 3.6 All students are to wear appropriate footwear for safe dance practice. We do not allow socks, stockings or jiffies because they are too slippery.
- 3.6 Food and drinks must not be brought into the studio. It is acceptable to bring water in a suitable bottle.
- 3.7 If you are participating in a "Dance with Mummy" class you must turn your mobile phone off so that it will not disrupt the class.

4. Costs

- 4.1 At the end of term four Tiny Toes 4's and 5's students are invited to participate in an **optional** low key performance during your child's usual class time, where family are welcome to come and watch. This will incur additional charges including but not limited to: a medal, certificate and tutu. The cost of the medal, certificate and tutu will be included in your term four fees. A medal and certificate will be presented to all Tiny Toes and Dance With Mummy students during this last lesson of the year. The cost of the medal and certificate will be included in your term four fees.

Please feel welcome to contact our office about what to expect financially for the additional charges. Signing below confirms that you agree to pay the price set by Tiny Toes Ballet for these items as set by Tiny Toes Ballet, irrespective of whether you have discussed with Tiny Toes Ballet.

- 4.2 If your child is unable to participate in the concert, and you have paid for the costume, you may receive the costume **after** the concert.



- 4.3 Tiny Toes Ballet reserves the right to cancel or change the timetable, location and price structure at any point in time.
- 4.4 Tiny Toes Ballet fee structure is based on a term made up of between 9 and 11 classes (depending on the length of the term). We do offer a trial lesson for new students who have not been previously enrolled with us.
- 4.5 With new students, invoices will be issued after your child's first lesson. If your child attends the trial lesson and you wish to continue you must pay for the full term, including the trial lesson before the start of the second lesson.
- 4.6 If you attend the trial lesson and decide not to continue, then you will not be charged for that lesson. We would however welcome any feedback you may have about the trial lesson.
- 4.7 For return students, once your child is accepted we will issue you an invoice for the term. Invoices will be issued prior to the term commencing. Fees must be paid before the first lesson of each term.
- 4.8 Fees must be paid by cheque or direct deposit into Tiny Toes Ballet Pty Ltd bank account. Please note that we do not accept credit card payments.
- 4.9 Non-Attendance - If you have been absent for three (3) consecutive lessons without contact, your position in class will be automatically released unless prior arrangement with Tiny Toes Ballet has been made.
- 4.10 Students with outstanding amounts on their account may be excluded from classes until their fees have been brought up to date. No student will be permitted to dance in the end of year concert whilst they have outstanding fees.
- 4.11 Acceptance of enrolment is at the sole discretion of Tiny Toes Ballet.

5. Communications

- 5.1 Tiny Toes Ballet will communicate with you primarily by email and you consent to receive information from Tiny Toes Ballet via email. Tiny Toes Ballet will not provide your details to any other company, entity or organisation without your prior consent and all information will be kept by Tiny Toes Ballet in accordance with The Privacy Act.
- 5.2 Tiny Toes Ballet registration is through a customer portal linked to our website where you may register, view and change your account details.
- 5.3 Tiny Toes Ballet will use its best endeavours to ensure that all communications are virus free, however, Tiny Toes Ballet is not responsible for any loss of damage suffered by you in the event that a virus or like issue is transmitted unknowingly by Tiny Toes Ballet.

6. Working with Children

- 6.1 All employees, contractors, sub-contractors or directors of Tiny Toes Ballet have a working with children certificate as required by relevant legislation from time to time.

7. Limit of Liability

- 7.1 Tiny Toes Ballet does 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 this clause 7 to be void; or
 - (b) direct losses and damages which arise only as a result of Tiny Toes Ballet gross negligence (which means where Tiny Toes Ballet commits an act or

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allows an omission to occur in reckless disregard of the consequences of the act or omission).

7.2 Except where clause 7.1 applies, Tiny Toes Ballet excludes all statutory liability, tortious liability (including but not limited to liability in negligence), the general law or statute, liability for all direct, economic, 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 7.1(a), Tiny Toes Ballet is not responsible or liable for any indirect consequential or economic damages.

8. Video/Photography

8.2 Prior to photographing and/ or videoing any class please seek permission from the teachers and the other family members in the class.

8.3 Any recording or photography is for personal use only and not for commercial sale.

8.4 At the end of each term you are invited to watch your child's dance class. We are happy to agree for you to take photos or videos during the last class of each term, we would ask that any recording or photography not be uploaded onto the internet, social networks &/or video/photo sharing sites.

9. Talent Release

9.1 **Grant of Rights.** Upon enrolling my child into a class at Tiny Toes Ballet, I hereby grant to Tiny Toes Ballet 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:

9.1 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.

9.2 **Release.** Upon enrolling my child into a class at Tiny Toes Ballet, I hereby release and discharge Tiny Toes Ballet 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.

9.3 **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.

9.4 **Representations.** I have read the foregoing and fully understand the contents thereof section 9 Talent Release. This release shall be binding upon me and my heirs, legal representatives and assigns. I further release Tiny Toes Ballet from any responsibility for injury incurred during any and all past, present or futures photography and/or video sessions and activities.

10. Media

10.1 All employees, contractors, sub-contractors or directors of Tiny Toes Ballet are on advice to decline all social media invitations from students and parents.

11. Consent

11.1 Dance is a physical activity and the teacher or teaching assistant may have to assist your child's understanding of an action, posture or position by physical contact eg. holding hands in a circle; lifting, correcting posture. You consent to employees, sub-contractors, contractors and directors of Tiny Toes Ballet having contact with your child in this regard.

11.2 You consent to employees, sub-contractors, contractors and directors of Tiny Toes Ballet taking your child to the toilet during class if your child requires to use the toilet. The children must be independently able to use the toilet; the staff will call you if any further assistance is required. If your child needs to go to the toilet during class time and you or your child's guardian is not present on the premises, please be aware that we may ask another parent to assist your child.

11.3 Should your child hurt his/herself you consent to employees, sub-contractors, contractors and directors of Tiny Toes Ballet to attend to your child whilst Tiny Toes Ballet wait for the nominated guardian to take over.

11.4 Your child's enrolment into a Tiny Toes Ballet class is voluntary and participation in the class and the activities of ballet, creative movement and dance involve numerous risks of injury, including but not limited to muscle strains, sprains and falls and you freely assume these risks for your child(ren.) as outlined in clause 7.

11.5 You must inform Tiny Toes Ballet and all teaching staff of any injuries, medical conditions, allergies your child suffers from each week at class.

Please read this document carefully and thoroughly. Ticking the box here online confirms your acceptance of all clauses in the terms and conditions document including release of liability of Tiny Toes Ballet and its employees, contractors, sub-contractors and directors for any and all injuries caused by participation in a class or the activities of ballet, creative movement and dance whether or not such injury was caused by alleged negligence.

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