

DANCE HABIT
STANDARD TUITION SERVICES TERMS AND CONDITIONS

These standard tuition services terms and conditions (**Terms**) apply to all dance tuition and related services provided Us. Words that are capitalised may be defined in clause 12.

1. ENROLMENT

- 1.1. By requesting Enrolment and paying the Registration Fee, You offer to engage Us to provide the Tuition Services which We may accept in our absolute discretion and subject to availability.
- 1.2. Acceptance of Enrolment in any Classes, except Beginner, may be subject to such conditions and/or pre-requisites as We may require.
- 1.3. Unless We otherwise determine, Enrolment of any school-aged Student will be in the grade equivalent to the Student's grade at school. Enrolment will not be accepted for Middle School until the Student has commenced Prep.
- 1.4. Enrolment in the following Classes is by Our invitation only:
 - 1.4.1. Pointe Classes to those Students who pass a pointe assessment by an appropriately qualified health professional, who are otherwise determined by Us as suitable, and who are enrolled in private lessons and a minimum of two technical Classes in addition to the requested Pointe Class; and
 - 1.4.2. Intermediate Extension and Advanced Classes are by invitation only and pre-requisites apply for all other levels, except Beginner.
- 1.5. Unlimited Package Enrolments remain subject to individual Class availability.
- 1.6. In consideration of Our promise to provide the Tuition Services, You agree to pay Us the Tuition Fee and any other charge We impose on You pursuant to the Terms.
- 1.7. A Registration Fee of \$25 per Student is payable at the time of Enrolment, which covers administration and insurance. This fee is applicable annually by the calendar year and is strictly non-refundable, including for change of mind.
- 1.8. We do not accept Enrolment for casual attendances unless a Class is specifically advertised as such.
- 1.9. Enrolments for Preschool and Middle School Students roll over between Enrolment Terms until the end of the calendar year, unless You notify Us otherwise.
- 1.10. Enrolments for Adult Students are annual and are ongoing until cancelled in accordance with these Terms.
- 1.11. Where Tuition Fees are outstanding after the due date for payment in respect of any Enrolment, We reserve the right to:
 - 1.11.1. cancel and/or suspend the Enrolment; and
 - 1.11.2. refuse entry to any person(s) associated with that Enrolment.

2. PROVISION OF TUITION SERVICES, CLASSES AND TIMETABLES

- 2.1. The Tuition Services are delivered in the course of Our business and may be delivered by such of Our employees, contractors and/or agents as We reasonably determine. We reserve the right to:
 - 2.1.1. reschedule Classes where reasonably required; and
 - 2.1.2. arrange for substitute instructors.
- 2.2. To ensure all Students are appropriately challenged, Students are placed in Classes based on Our assessment of ability with consideration also given to age and social development, all as determined by Us in consultation with You, and Our determinations are final.
- 2.3. Preschool and Middle School Classes are term-based and operate according to Enrolment Terms.
- 2.4. Adult Classes run every week of the year between mid-January and December (including school holidays).
- 2.5. Classes do not run on days that are declared as a public holiday in Victoria and, in respect of Classes that fall on a public holiday:
 - 2.5.1. Preschool and Middle School Students are entitled, upon request, to attend a Make-Up Class in accordance with the Make Up Policy but shall not otherwise be entitled to any discount or refund; and
 - 2.5.2. Adult Students are not charged.
- 2.6. Students may request a credit for any injury or illness resulting in four or more consecutive weeks of missed Classes. Requests must be in writing and be supported with a medical certificate.
- 2.7. Students picking up an additional Class mid Enrolment Term pay Tuition Fees in respect of that additional Class for the remainder of the relevant Enrolment Term. No discount is applicable to the Classes already paid.

3. ENROLMENT AND STUDENT INFORMATION

- 3.1. We will only accept one Enrolment Contact for any Student.
- 3.2. The Enrolment Contact must advise Us of any changes to Enrolment Information for a Student as soon as practicable and in writing via email to info@dancehabit.com.au in the first instance.
- 3.3. We will only accept Enrolment Information, including changes, from the Enrolment Contact.
- 3.4. You acknowledge that We may require up to two weeks to process changes to Enrolment Information or any cancellation request.
- 3.5. Students must not communicate with Our tuition personnel directly regarding Enrolment and related matters including absences or Tuition Fees. All such communication must be directed to Us via Our office or via email to info@dancehabit.com.au.

4. DANCE SCHOOL POLICIES

- 4.1. You acknowledge that We operate in accordance with Our Policies, which are displayed in Our premises and also available upon request.
- 4.2. You hereby acknowledge and agree to comply with (and to ensure that any minor whom you Enrol complies with) Our Policies from time to time. Without derogation from, or limitation of, the Policies, You hereby expressly acknowledge the following:
 - 4.2.1. You must not allow nuts of any kind into Our premises and must immediately notify Us if you believe that You, or any minor whom You have enrolled or under your supervision, has entered Our premises with nut or products containing nuts;
 - 4.2.2. in the event of an emergency as reasonably determined by Us, We reserve the right to arrange medical transportation at Your cost for and in respect of You or any minor for whom you have arranged Enrolment;
 - 4.2.3. bullying/harassment is not permitted in any circumstances any may result in suspension/cancellation of Enrolment;
 - 4.2.4. Our premises and its surrounds may be monitored by CCTV and such other surveillance devices as We may require and attendance at the premises may be captured, viewed and stored by Us and Our authorised persons;
 - 4.2.5. We do not accept liability for loss or damage to Your personal property for which You remain wholly responsible;

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- 4.2.6. If We provide You with access to Our premises via an access fob or similar device, You agree to keep the fob secure and use it only during Our business hours and to gain access only for an in connection with attendance at Classes; and
- 4.2.7. We reserve the right to remove any Student from any Class due to safety concerns which may include circumstances where warm-up exercises have been missed by the Student.

5. CANCELLATION REQUEST, SUSPENSION AND TERMINATION

- 5.1. You may request cancellation of Enrolment at any time but You shall remain liable for Tuition Fees:
 - 5.1.1. for Preschool and Middle School Classes, for any current Enrolment Term; and
 - 5.1.2. for Adult Classes in respect of any period for which you have pre-paid Tuition Fees or, where Tuition Fees are not pre-paid, for a period of two weeks from the date of cancellation.
- 5.2. Unless We otherwise determine and subject to law no cancellation request shall require Us to refund any Tuition Fees to You.
- 5.3. You must not attend Our premises for Tuition Services from the date any cancellation request becomes effective, as notified to or by Us.
- 5.4. Not more than once per year, You may request suspension of current Enrolment for absences exceeding four weeks. If suspension is approved by Us, the Tuition Fee for the suspended period shall be reduced by 50% or such other percentage as Us and You may agree.
- 5.5. Suspensions requests must be requested in writing a minimum of four weeks prior to the commencement of the requested suspension.
- 5.6. We may terminate the provision of Tuition Services to You immediately if You, or a minor whom You have Enrolled, commits a breach of these Terms which cannot be remedied or where there is no remedy of the breach within 7 days after We request it.

6. TUITION FEES, PAYMENT AND GST

- 6.1. We will issue an invoice in respect of the Tuition Fees and other charges pursuant to these Terms. Invoices are issued:
 - 6.1.1. for Preschool and Middle School Classes, on an Enrolment Term basis by email to Your nominated email address;
 - 6.1.2. for Adult Classes:
 - a) where Tuition Fees are pre-paid, on an Enrolment Term basis by email to Your nominated email address;
 - b) where Tuition Fees are paid on a fortnightly basis by direct debit, fortnightly and only upon request.
- 6.2. Invoices must be paid:
 - 6.2.1. for Preschool and Middle School Classes, on or before the date of the last Class of the prior Enrolment Term for the Student; and
 - 6.2.2. for Adult Classes, and unless pre-payment is arranged with Us, fortnightly by direct debit using our preferred third-party direct debit provider from time to time.
- 6.3. Subject always to law and to these Terms, Tuition Fees are not refundable and You hereby acknowledge that discounts are not provided by Us for public holidays, extended holidays or Classes missed by You.
- 6.4. In respect of invoiced amounts which remain unpaid as at the due date, You agree to pay Us, in addition to the invoiced amount and without limitation of Our rights:
 - 6.4.1. interest calculated daily on the outstanding balance at 12% per annum;
 - 6.4.2. An administrative charge of \$5 per week until all amounts owing in respect of the invoice are paid; and
 - 6.4.3. Our costs of recovering any amount(s) from You.
- 6.5. We accept payment of Tuition Fees by Eftpos, credit card, bank transfer or direct debit. We reserve the right to charge reasonable merchant fees for payments by credit card (including pay-pass). Unless and until otherwise advised by Us, We do not accept cash payments or payments made via PayPal.
- 6.6. In respect of Tuition Fees paid via direct debit and unless otherwise agreed:
 - 6.6.1. Our preferred provider is Integrapay and You agree to comply with their terms of service;
 - 6.6.2. You agree to complete, sign and return such direct debit request form(s) as We may reasonably request to establish and manage the direct debit arrangement from time to time;
 - 6.6.3. direct debit arrangements not activated by You within seven days of receiving the direct debit request form(s) may incur an administrative charge of \$5 per week and You acknowledge that during any such period We may cancel the Enrolment(s) to which the direct debit arrangement relates; and
 - 6.6.4. You acknowledge that You will be charged, and You agree to pay, an administrative charge of \$5 in respect of each failed direct debit attempt and that more than three failed attempts may result in termination of the direct debit arrangement in which event We may request pre-payment of the Tuition Fees for the relevant Enrolment.
- 6.7. We may provide a discount to Our standard Tuition Fees in respect of Students Enrolled in multiple Classes, but any such discount(s) shall apply in respect of individual Students only and not in relation to any sibling or other person associated with that Student. We reserve the right to cancel any discount in the event of failure by You to comply with these Terms.
- 6.8. All amounts expressed in or contemplated by these Terms including but not limited to Tuition Fees are exclusive of GST unless otherwise stated.
- 6.9. We may charge You, and You agree to pay, an amount in respect of the GST on any taxable supply We make to You.
- 6.10. Without limiting Our rights, and unless We otherwise determine, the Tuition Fee shall increase with effect from 1 January each year by not less than the Consumer Price Index.
- 6.11. Request for information relating to Tuition Fees, invoicing and all related matters should be directed to accounts@dancehabit.com.au in the first instance.

7. WARRANTIES AND ACKNOWLEDGEMENTS

- 7.1. You warrant to Us that:
 - 7.1.1. You or any minor for whom You arrange Enrolment:
 - a) is medically (including mental and physical) fit, willing and able to receive Tuition Services, engage in all activities in connection with the enrolled Classes, and that You are not aware of any matter, fact or circumstance which may impact Your participation (or participation of minor whom you have enrolled) and of which You have not notified Us in writing;
 - b) will follow all rules and instructions given by Us and Our personnel and will seek further guidance and assistance from Us if required;

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- 7.1.2. all information you have provided to Us is accurate, complete and not misleading;
 - 7.1.3. You will report to Us as soon as reasonably practicable any injury or suspected injury sustained in the course of receiving Tuition Services;
 - 7.1.4. You have parental responsibility in respect of any minor for whom You arranged Enrolment or that You are otherwise a legal guardian of that minor;
 - 7.1.5. where required by law or otherwise appropriate, You have obtained the consent of any other person from whom consent is required in respect of the Enrolment of a minor; and
 - 7.1.6. You have provided Us with a copy of, or otherwise properly notified us in writing as to, any Orders applying in respect of minor for whom You have arranged Enrolment and which relate to the provision of Tuition Services by Us, or which otherwise relates to the safety of any person attending Our premises including Our personnel.
- 7.2. You hereby acknowledge that:
- 7.2.1. You are aware of, and have read and understood, the Policies;
 - 7.2.2. for Students other than Adult Students, You understand that We do not refund Classes which fall on a public holiday and that You have given consideration to the number of public holidays which fall on a Monday;
 - 7.2.3. We may, but shall not be under any obligation to, release information (including Enrolment Information) in respect of any minor for whom You arrange Enrolment to any person who satisfies Us that they have parental responsibility, or are otherwise a legal guardian, in respect of that minor;
 - 7.2.4. We may use Your personal information to the extent necessary to recover any Tuition Fees and other amounts owed by You to Us pursuant to these Terms and You hereby consent to such use;
 - 7.2.5. We may release Your personal information to our third-party providers including but not limited to software providers, providers of internet, server, and email services, accounting services, direct debit services, communication and messaging services and You hereby consent to such release; and
 - 7.2.6. We may communicate with you electronically using electronic mail or messaging services/platforms, both direct and via the internet and using computer disks, that You understand the risks inherent in Us doing so, and that You release Us from all claims, losses, expenses and liabilities caused by any such risk.
- 8. INSURANCE**
- 8.1. Unless and until We notify You otherwise, and subject always to You complying with these Terms including paying all amounts due pursuant to these Terms by the due date for payment, insurance maintained by Us shall include coverage of Students up to at least the following limits:
 - 8.1.1. medical expenses insurance for an amount not exceeding \$2,000.00 per injury; and
 - 8.1.2. death and disablement benefit \$10,000.00
 - 8.2. The insurance described in clause 8.1 provides coverage to Students only during receipt of Tuition Services or whilst travelling with, or at the direction of, Us.
 - 8.3. We reserve the right to charge You an amount equal to any excess payable by Us in connection with a claim under Our insurance for and/or in respect of You or any minor for whom You have arranged Enrolment.
- 9. INHERENT RISK WARNING, DISCLAIMER, EXCLUSION AND LIMITATION OF LIABILITY**
- 9.1. As a sporting activity and/or activity undertaken for the purposes of recreation, enjoyment or leisure, the Tuition Services provided by Us pursuant to these Terms are Recreational Services. The Tuition Services involve inherent risk, and You or any minor for whom You have arranged Enrolment may get hurt and sustain Personal Injury as a result of participating in the Tuition Services. By accepting these Terms You are acknowledging and accepting:
 - 9.1.1. the inherent risks;
 - 9.1.2. that You have been warned of the inherent risks of participation;
 - 9.1.3. that You and any minor for whom You arrange Enrolment participates at Your sole risk;
 - 9.1.4. that, to the maximum extent permitted by law, We are hereby excluding all express and implied conditions and warranties in relation to the Tuition Services and are otherwise disclaiming all liability to You;
 - 9.1.5. that, if You participate in these activities (or allow participation by a minor for whom You have arranged Enrolment) Your rights to sue Us under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the Tuition Services were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these Terms;
 - 9.1.6. that, to the maximum extent permitted by law, You release, discharge, and hold Us (including Our employees, contractors and agents) and other parties harmless for and in respect of any and all liability and claims whatsoever You may have against Us, including for or in relation to Personal Injury sustained or damage to or loss of personal property;
- NOTE:** The change to Your rights, as set out in these Terms, does not apply if Your death or injury is due to gross negligence on Our part. "Gross" negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.
- 9.2. To the extent that We have liability under or in connection with the provision of Tuition Services to You, and to the maximum extent permitted by law, Our liability shall be limited to:
 - 9.2.1. the cost of supplying the Tuition Services again; or
 - 9.2.2. the payment of the cost of having the Tuition Services supplied again.
 - 9.3. Nothing in this clause shall be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the application of all or any of the provisions of the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law and Fair Trading Act 2012* (Vic) or any other relevant State Act which by law cannot be excluded, restricted or modified.

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10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 10.1. We hereby reserve:
- 10.1.1. all Our rights in relation to Intellectual Property owned by, or licensed to, Us and nothing in these Terms operates to transfer any rights in the said Intellectual Property to You;
 - 10.1.2. the right to photograph or video Students participating in Classes or performances at any time including for promotional purposes and, to the extent required, You hereby grant Us an irrevocable, royalty free, assignable licence for this purpose; and
 - 10.1.3. all Our moral rights in and in respect of the Tuition Services and the outcome(s) thereof.
- 10.2. Unless We have provided express consent, You must not:
- 10.2.1. take photographs or audio/visual recordings of any Classes or performance of Students performing Our choreography and/or using our Intellectual Property;
 - 10.2.2. share audio/visual recordings We have made available to You; or
 - 10.2.3. use, perform or disclose Our choreography otherwise than in the course of the Tuition Services or performance arranged and/or facilitated by Us.
- 10.3. Us and You agree, in relation to the Confidential Information of the other:
- 10.3.1. to keep it confidential;
 - 10.3.2. to use and disclose it only for the purposes contemplated by, and necessary for, acting in accordance with these Terms or as required and compelled by law; and
 - 10.3.3. comply with any reasonable request to return or destroy any or all copies of Confidential Information.

11. MISCELLANEOUS

- 11.1. A waiver of, or failure by, Us to enforce a right arising under these Terms does not affect any other rights of Us, whether arising under the Terms or otherwise.
- 11.2. The exercise of a right by Us does not affect any other of Our rights, however arising.
- 11.3. If any of these Terms are invalid or unenforceable in any jurisdiction they are to be read down for the purposes of that jurisdiction so as to enable the Terms to be valid and enforceable and otherwise, and to the extent of any invalidity, shall be severed without effecting, to the extent possible, the validity and enforceability of the remaining Terms.
- 11.4. If performance of any obligation arising under these Terms other than a payment obligation is prevented or delayed, wholly or in part, by reason of an act of nature, or the consequence thereof including, but not limited to, fire, flood or other causes beyond the control of a party, either party or both may:
 - 11.4.1. perform within a reasonable time from the removal of the cause preventing or delaying performance; or
 - 11.4.2. rescind unconditionally, and without liability, the agreement made pursuant to these Terms (or the unperformed part thereof).
- 11.5. The Terms contain the entire agreement between Us and You with respect to the Tuition Services and supersede all prior communications, arrangements, conduct and/or agreements.
- 11.6. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by, or on behalf of, Us which is not contained in these Terms, and that You have made and relied upon Your own enquiries with respect to the engagement of Us and provision of the Tuition Services.
- 11.7. These Terms shall be governed by, and construed in accordance with, the laws for the time being in force in the state of Victoria and Us and You submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal therefrom.
- 11.8. Unless otherwise stated, any clause of these Terms which expressly, or by implication from its nature, is intended to continue, will survive the expiration, termination or cancellation.
- 11.9. These Terms may be varied at any time by Us giving not less than 30 days' prior notice to You.
- 11.10. We reserve all Our rights to the extent that they are not reserved by the Terms.

12. DEFINITIONS

- 12.1. In these Terms, unless otherwise stated:
- Adult Classes** means a Class tailored to the needs of Adult Students;
- Adult Student** means a Student who is aged 18 years and over;
- Agreement** means the agreement between us and You pursuant to these Terms relating to the Tuition Services;
- Beginner** means, as the case requires, either a Student who has not previously undertaken dance tuition or a Class which is tailored to the needs of such Students;
- Class** means any one of the Classes;
- Classes** means any category of class provided by Us and includes Preschool and Middle School Classes, Adult Classes and Point Classes;
- Confidential Information** means information of Us or You and which is by its nature confidential or which is marked by a party as being confidential and includes Enrolment Information, but does not include information that is in the public domain otherwise than by a breach of these Terms;
- Consumer Price Index** means the year-ended percentage change in the all groups consumer price index as published by the Reserve Bank of Australia;
- Enrolment** means active enrolment of a Student for participation in a Class;
- Enrolment Contact** means the person from whom We will receive Enrolment Information in respect of any Student;
- Enrolment Information** means, in respect of any Student, name, age, and contact details, and any information which is or may be relevant to the provision of Tuition Services to that Student;
- Enrolment Term** means, in respect of Preschool and Middle School Classes, term-based Enrolment with terms which run as per the Victorian school term dates unless and until We otherwise notify in writing;
- GST** has the meaning defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- Intellectual Property** includes any copyright, trademark, choreography, design, or other industrial or intellectual property rights, whether registrable or not;
- Intermediate Extension and Advanced Classes** means any Class which is tailored to the needs of Students to whom advanced or additional Tuition Services may be required;

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Make-Up Class means a Class undertaken by a Student in place of another Class available to the Student but which was not attended by the Student;

Make-Up Policy means the policy We adopt from time to time in relation to Make-Up Classes;

Middle School means Classes tailored to the needs of Students currently enrolled in primary education;

Orders means a current Order of any court or tribunal in respect of, or relating to and impacting, a Student;

Personal Injury has the meaning defined in the *Australian Consumer Law and Fair Trading Act 2012* (Vic);

Pointe Classes means a Class which involves the provision of Tuition Services including dance on-pointe;

Policies means the policies adopted by Us from time to time in connection with Tuition Services, and which may include:

- a) Class and Studio Etiquette Policy;
- b) Health and Safety Policy;
- c) Make-Up Policy;
- d) Injury Management Policy;
- e) Communication Policy; and
- f) Code of Conduct;

Prep means the Victorian school system grade prior to year 1;

Preschool means Classes tailored to the needs of Students prior to their enrolment in primary education;

Preschool and Middle School Classes means Classes delivered as part of Our Preschool and Middle School;

Preschool and Middle School Student means a Student with an active Enrolment in a Preschool and Middle School Class;

Recreational Services has the meaning defined in the *Australian Consumer Law and Fair Trading Act 2012* (Vic);

Registration Fee means the annual fee charged upon Enrolment each year in accordance with clause 1.7;

Student means a person Enrolled to receive Tuition Services;

Tuition Fee(s) means the amount(s) determined by Us annually in respect of Tuition Services and which are notified to You and/or available upon request;

Tuition Services means the dance instruction, tuition and related services provided by Us in the course of Our business which trades as 'Dance Habit' or such other name as We may determine from time to time;

Unlimited Package means Enrolment to attend an unlimited number of Classes except those which are by invitation only or for which pre-requisites apply;

Us / We / Our means Dance Habit Pty Ltd ACN 164 155 908 as the trustee for Dance Habit Trust ABN 13 577 582 037 of 4/15 White Street, Maribyrnong, VIC 3032; and

You / Yours means the person who requests the Enrolment.

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