

All Auckland West Dance Academy classes may be referred to as 'Class' or 'Classes' in the following Terms and Conditions.

# 1 Enrolment Policies

1.1 Enrolment in Auckland West Dance Academy class is for a term. It is assumed that you will be continuing on to the next term unless you let the Academy know. You will be charged automatically for the next term if no communication has been made. Each new year you have to re-enrol to sign up for that year's classes.

1.2 By enrolling in Auckland West Dance Academy you are agreeing to these terms and conditions.

# 2 Fees and Refund Policies & Procedures

2.1 Fees are payable in full by week three of each term, unless prior payment arrangement is made with the director. If fees are not paid by the third week of term then the account may be charged. All statements will be sent out regularly to the nominated email address. It is the parent/caregivers responsibility to ensure all fees are paid on time.

2.1.1 Fees are calculated over the year and then divided by the four terms. Fees are worked out at a total cost for the class/classes there is no further breakdown for each individual class should there be more than one class per week. There is a \$5 discount if fees are paid in full by the first week of term. There is a 10% discount for attending two or more classes per week.

2.1.2 Fees are allocated upon enrolment. In the case of combos/ discounted fees it is the parent/caregivers responsibility to enquire about the options available. All fees are outlined on the website. Please note that there is a \$600 unlimited dance classes package available per student per term (with no further discounts available). We endeavour to talk with all parents about what the fee options are but ultimately it is the parent/caregivers responsibility. If the parent/caregiver has paid fees for a previous term they have agreed to the amount by making payment (full payment or deposit included). Fees for previous terms will not be refunded even if the amount was incorrect.

2.2 Late/ no payments and no communication with Auckland West Dance Academy may mean the loss of place within the enrolled class(es). There is a 15% late payment fee which will be added if fees are not paid by the due date unless prior arrangements have been made with the director.

2.3 Any refunds given are at the discretion of the director and may incur a \$50 cancellation fee.

- 2.4 In the case of classes having to be cancelled, make up classes will be arranged within that term, the next school holidays or the next term depending on when the cancellation occurred, teacher availability and studio space availability.
- 2.5 All fees/ invoices are GST inclusive.
- 2.6 All statutory holidays are observed and fees have been calculated over the year. Where classes fall on public holidays, no refunds are given however you may arrange a make-up class.
- 2.7 Fees that are left unpaid on the last day of each term will be put in the hands of a debt collection agency and you will be liable for any additional costs associated with debt collection and recovery.
- 2.8 Statements are issued to the online portal. It is the parent/guardians responsibility to make payments and refer to the parent portal/website for fees owing and account details.
- 2.9 If you decide to change classes or leave it is your responsibility to inform the Academy.
- 2.10 Auckland West Dance Academy reserves the right to change the fees. We will endeavour to provide as much warning as possible.
- 2.11 It is the parent/ caregiver's responsibility to ensure we have the correct/ most up to date information; relevant medical conditions and contact details.
- 2.12 There are no refunds/ Auckland West Dance Academy are not responsible for any circumstances which are beyond our control, including but not limited to fire, traffic, extreme weather conditions.
- 2.13 Payments can be made by either internet bank transfer to 03-0146-0206650-00 with the reference of child's name, class and what the payment is for or via the online portal.
- 2.13.1 All transaction and processing fees are non-refundable.
- 2.14 There will be a \$20 administration fee from 2022 onwards. This is an annual fee due upon enrolment. Due to the new system being placed this year it will not be payable in 2021.
- 2.15 There are no refunds given if a class is missed. A make-up class or private may be organised but may incur a further cost for the parent/caregiver.
- 2.16 All monies owing for uniform or other sundry items must be paid for immediately upon receiving the item or upon the statement issued by Auckland West Dance Academy, whichever comes first.

2.17 Term/Registration Fees: Term fees are due by week three of each term or upon enrolment. If we do not hear from you, your registered card will be charged the total amount owing.

2.18 Exam Fees: These are payable by the due date (refer email advising the relevant date), no exceptions. If you are not sitting the exam, please let us know immediately so we can remove the charge from your account. We will not charge these cards if not paid by the due date. Students will not be able to participate in this examination year.

2.19 Holiday Seminars: These are payable by the due date (refer email advising the relevant date) no exceptions. If you are not participating in the seminar, please let us know so we can remove the charge from your account.

2.20 Private Lessons: All private lessons are to be paid before or on the day of the lesson.

2.21 Performance Fees: These are payable by the due date as advised by email. If you do not wish to participate please let us know. If you do not communicate with us that you do not want to participate by the due date, we will assume you are participating and your registered card will be charged the total amount owing.

2.22 Registered card charges: We will charge any overdue term fees on the 7th of the month if you have not communicated with us prior to.

2.23 Term fees are worked out on a yearly basis and then divided by four (four terms in a year). A total of 34-36 weeks of classes are held per year. If a term is shorter/ longer than another the term fees remains the same. Note: term 4 is often shorter, depending on when the concert falls.

2.24 In the case of a world crisis or pandemic AWDA will do its utmost to continue classes in a safe manner. Fees will not be refunded, classes which have been forced to move to another platform, such as online, will not be refunded as long as AWDA has offered the class as originally advertised; with an AWDA appointed teacher.

## 3 Classes, Timetable, and Uniform Policies & Procedure

3.1 All students must be appropriately dressed for class, with correct footwear.

3.2 No excess jewellery is to be worn. Stud/ small sleeper earrings only.

3.3 The timetable changes once throughout the year when going from examinations to concert rehearsals in Term 3. Auckland West Dance Academy, however, reserves the right to alter the timetable at any time should they deem it necessary. The maximum amount of notice possible will be given.

- 3.4 All students must purchase and wear the correct Auckland West Dance Academy regulation uniform for their grade/genre within the first two weeks of starting classes.
- 3.5 Hair is to be neatly groomed and secured off the face. Speak to your teacher for class specifics.
- 3.6 Any student inappropriately dressed or groomed will not be able to participate in class activities due to health and safety regulations.
- 3.7 All students should bring their own water bottle to class.
- 3.8 Auckland West Dance Academy does not hold responsibility for any lost property left on the premises. We will endeavour to return the item(s) to the owner. Any items which are not claimed by the end of the term/ year will be donated/ disposed of.
- 3.9 Physical contact is often required in class in order to correct body positions. Each teacher will ask permission/ see what they are comfortable with from the student when they first join the class. Parents/ caregivers must discuss any queries around this with the Studio Director prior to the class taking place.
- 3.10 Personal details supplied at the time of enrolment will not be shared to any third party without your written consent, except when payments are overdue and a third party may be brought in to seek payment.
- 3.11 During examination week one class will be cancelled. During examinations, absolute silence is required throughout the studio. The days and times of exams are not set by Auckland West Dance Academy, but by the syllabus governing body.
- 3.12 No items of uniform which have been worn may be returned or exchanged. There are no refunds for any items sold unless they are faulty. No refunds or exchanges on uniform items if the student decides to pull out of the class.

Families can review these classes once per year when the timetable changes around mid-year. If no communication with AWDA is made minimum one month prior to the timetable change, then the family is responsible for the payment of the class(es) for the remainder of the year.

In the case of injury and illness, the rescheduling of class(es) and fees owing will be at the discretion of the director. In the case of 'change of mind' families are required to complete out the agreed upon timeframe up to the change of timetable mid-year/end of year. If a replacement for the class can be found, an exchange can be made.

## 4 Newsletter & Notice Board Policies & Procedures

4.1 Newsletters are sent out monthly and also made available in the studio where possible and on our website. It is the parents and students responsibility to read the notice board on a regular basis and to read newsletters.

## 5 Health, Safety, Injury & Medical Conditions Policies & Procedures

5.1 Auckland West Dance Academy is not liable for any personal injury sustained or any loss or damage of personal property whilst on the premises, during class time or out the front by the road. Also, whilst undergoing any activities in conjunction with the studio but off premises including but not limited to; concert, performances within the community and competitions.

5.2 Auckland West Dance Academy aims to provide a safe learning environment to reduce the risk of injury. It should be recognized by all students, parents/guardians that dance by its very nature carries a risk of injury or accident.

5.3 Auckland West Dance Academy provides qualified and/or experienced dance teachers, who actively promote safe dance practice. This being the case it should be realised that injuries do occur from time to time and students must accept this element of risk.

5.4 It is the student's parents/guardians responsibility to notify their teacher in the event of a prior injury, medical condition or treatment that may be of concern or which may prevent full class participation before the class starts.

5.5 A first aid kit is available to any student through their teacher. We do not provide anyone with Panadol or equivalent or administer students' medication without prior consent from a parent/caregiver.

5.6 Auckland West Dance Academy students are under supervision whilst in class time only. While we endeavour to provide a safe environment, teachers and staff cannot be responsible for students outside their allocated class time.

5.7 In the event of an emergency, where a parent/guardian is not present, all effort will be made to contact the parent/ caregiver nominated on the registration form. If contact is unsuccessful, this agreement allows Auckland West Dance Academy to take all necessary steps for the proper care and treatment of the student, including, but not limited to seeking professional medical help and taking the student to the hospital.

5.8 If your child is seriously unwell we prefer them to stay home until they are well again. As dance is such a physical sport it can slow the healing process also illness can spread very quickly amongst children. Make-up classes are available for most classes. If they are not contagious then we encourage students from 8 years and up to come and watch and take notes on the class. Contact the studio for more information. If a student arrives unwell or becomes unwell in class then we reserve

the right to ask them to leave. We will immediately contact the parent or guardian on the enrolment form in this case.

## 6 Class Attendance Policy

6.1 Regular class attendance is vital for students to develop and keep on top of their syllabus/class work. Students must be punctual to classes to ensure they receive a complete warm up.

6.2 It is appreciated if parents/caregivers can advise the teacher if a student is unable to attend their class.

## 7 Examinations, Presentations & Tests

7.1 All syllabus classes are taught with the intention that students will work towards sitting their examinations during the year.

7.2 Students will be entered into examinations at the discretion of the teacher, in consultation with students and parents/caregivers. Examination and seminar fees are in addition to term fees.

## 8 Concert & Costume Policies & Procedures

8.1 It is not compulsory for a student to be involved in the annual performances, however, it is encouraged. Students participating in the concert are required to attend extra rehearsals, dress rehearsals, and all performances. It is assumed that every child is participating in the concert unless we are told otherwise.

8.2 Parents and caregivers are permitted backstage and in the changing room areas if they are an allocated helper for that performance. Non-helpers are asked to leave due to the theatre fire regulations for maximum numbers allowed backstage. All children are supervised during concert rehearsals and performances.

8.3 By participating in our shows and events you are giving consent to allow filming by a professional photographer and photos taken throughout the event. These images may also be used for promotional material.

8.4 There is a rehearsal fee for each student. This fee covers the associated costs with hiring the venue. Costumes will either be purchased or by hire this ranges between \$30 (for hire) and \$40-\$80 (for purchase) depending on the costume. From time to time the fee may be more if there is a specialty costume. This will be discussed with the bill payer prior to the purchasing of the costume. If the parent/caregiver has not removed their child from the concert by communicating with

the studio, all performance fees remaining unpaid one week after the due date will be charged to the card on file. If the card is incorrect or declines, we will try to contact the parent/caregiver but if no response then, a costume will not be organised for the child.

8.5 All concerts are professionally filmed and photographs are available for purchase.

8.6 Concert tickets are available for purchase via iticket approximately one month prior to the concert. All the seating is allocated. Please choose your seats carefully as refunds or exchanges are not permitted. All sales are final; this includes a change in personal circumstances.

8.7 Rehearsal fees are invoiced at the start of Term 4. It is the parent/caregivers responsibility to tell the studio if their child is not participating in the show before the fee due date. After one week all fees are non-refundable for a change of mind/circumstance.

8.8 If, for any reason, the show is unable to go ahead and cannot be postponed, the performance fee is fully refundable. This will only be in an extreme case, for example a complete shut down due to a pandemic. If the show goes ahead, at another date/time no refunds will be provided.

## 9 Photography & Videoing of Students

9.1 Auckland West Dance Academy utilises Band as a learning tool within classes. This allows the students to watch videos at home so they can better their practice. By enrolling in Auckland West Dance Academy you are giving your permission to have your child filmed and photographed during class. From time to time these images may also be used for promotional material for the school including, but not limited to, social media outlets (Facebook, Instagram), posters and fliers.

9.2 Public photography or videoing of students in class and at concerts is not permitted. This is for the safety & well-being of each individual student and to comply with the Privacy Act 1993 regulations.

9.3 If you have any concerns regarding this, these need to be raised at enrolment and in writing.

## 10 Choreography

10.1 Choreography for classes, performances, and competitions remain the artistic and intellectual property of Auckland West Dance Academy and/or the syllabus providers. Choreography must not be copied or used without prior permission of the Auckland West Dance Academy.

10.2 Students who leave the Academy are not permitted to perform choreography that was developed specifically for them by Auckland West Dance Academy teachers as a solo or as part of a team/group without prior permission.

## 11 Privacy Act

11.1 The enrolment form collects personal information about students. Under the Privacy Act 1993 you are entitled to have access to, and request correction of, this information at any time. It is held digitally on the Auckland West Dance Academy database. Any hard copies which are received are entered into the database and then destroyed.

## 12 Dismissal

12.1 Auckland West Dance Academy maintains the right to dismiss any student or family who breaches any of the stated Term & Conditions, damages the property or causes severe disruptions to any classes. The decision is at the discretion of the Studio Director.

12.2 Should a dismissal occur, a refund of any fees is at the discretion of the director.

12.3 Should any damage be done to Auckland West Dance Academy property or the premises the student and subsequent parent/ guardian will be liable to pay for any repairs/ replacements as the director sees appropriate.

## 13 Policies

13.1 Auckland West Dance Academy reserves the right to amend these terms and conditions at any time.