



### **DanceXpress Academy Terms and Conditions**

*By enrolling yourself (in the case of adult students) or your child (in the case of under 18 Years of age) at DanceXpress Academy (DXA), you (as the adult student or the parent/guardian of the child student) acknowledge that you have read, agree to abide by and consent to all the Terms and Conditions, Codes and Policies referred to below. DXA and Staff take our responsibilities very seriously. We reserve the right to terminate any student's enrolment at any time for misconduct or inappropriate actions by either the student or his/her parent(s).*

### **CONDITIONS OF ENROLMENT**

- A **2025 REGISTRATION FORM** must be completed **BEFORE** the student can commence their first class. This applies to both new and returning students.
- The parent/student agrees and acknowledges that by completing and submitting the Registration Form they have understood and agree to abide by these Terms and Conditions, Policies and Procedures, Video and Photograph Consent Form and the Privacy Policy.
- Students must be medically fit to attend or participate in the classes. It is the responsibility of the parent/student to notify DXA if they are ill or injured. DXA may deem (at its sole discretion) that a student is not medically fit to attend or participate in classes. If requested, the student must provide a medical clearance or medical management plan to DXA to satisfy that the Student is medically fit to participate. DXA is not able to provide advice concerning medical fitness to attend or participate in the classes and it is the Student's responsibility to seek medical advice in this regard.
- DXA, at its absolute discretion, will allocate the student to the most suitable classes, taking into account their age, past experience, dance ability, potential/talent, maturity, knowledge, behavior, commitment and goals.
- The minimum enrolment period is one term. For new students joining after the start of a term, fees will be charged pro-rata. Term dates are available on the DXA website.
- Registration is subject to the availability at the time of registration. Where a class is full, the Student may be placed on a waiting list.
- DXA reserves the right to cancel or change classes at any time depending upon number of Students enrolled.
- The student acknowledges that acceptance of their enrolment is at the discretion of the Principal and will be notified if their enrolment has not been accepted.

### **STUDENT CODE OF CONDUCT**

- The student is expected to attend all scheduled classes, rehearsals, events and concerts throughout the year. DXA must be notified in advance if the Student wishes to withdraw from any classes. In the event the Student is absent from class without reason for more than 3 classes in a row, DXA may, at its absolute discretion, terminate the Student's enrolment and, to the extent permitted by law, no refund will be given.  
Where the Student is a troupe level Student s/he is expected to be available for all scheduled performances throughout the year.
- The Student must be on time for classes and dressed in the correct uniform with hair done and correct shoes.
- In the event of illness, the parent/student must notify DXA.
- If a class is cancelled by DXA for whatever reason (excluding a Force Majeure Event) DXA will offer affected Students a refund or booking credit towards another class.
- Students are not to bring any egg or nut foods or products to any classes and or events.

## PARENT/ GUARDIAN CODE OF CONDUCT

- Parents and Guardians will show respect at all times to students, teachers, DXA families and staff.
- Parents and Guardians must at all times conduct themselves in a civil, safe and proper manner and entirely in accordance with DXA Policies and Procedures and any other directions of DXA .
- Incidents or inappropriate language or communication by either party must be reported to DXA.
- Should the Parent or Guardian violate Policies and Procedures or Bullying Policy or engage in behaviors or practices that are deemed to be inappropriate or unsafe, DXA reserves the right to immediately terminate, without further notice, the Student's enrolment and to the extent, permitted by law, no refunds will be given.
- Parents will dress students in appropriate DXA uniform and appropriate footwear during their classes.
- As a parent/guardian of a DXA student you agree and understand that no liability will be taken for loss or damage of property or physical injury caused whilst on a DXA premises or event.
- Parent and guardians must disclose any medical conditions, allergies or injuries prior to the student commencing class.

## UNIFORM POLICY

- The uniform set out by DXA is compulsory for all students excluding adults.
- The set uniform must be worn to all classes unless advised.
- Students who do not wear correct uniform to class, will not be able to participate.
- If the student is not prepared to wear the correct uniform, that class is not refunded or credited.

## PARENT/GUARDIAN COMMUNICATION POLICIES AND PROCEDURES

- We respectfully request all calls, emails, and messages to DXA occur during the hours of 9am and 5pm Monday to Friday. Please avoid contacting the principal on evenings or weekends unless in the event of an emergency.
- All invoices and communications will be done via email. Parents/Guardians are to ensure DXA has an up-to-date email address and contact telephone number.
- Parents/Guardians agree to read all notices handed out to students during class and emailed communication.
- Event dates are provided in Term 1. Unless in the event of sickness or an emergency, Parents/Guardians agree to commit to these dates. Please communicate queries and concerns to the principal.
- Teachers are not available during classes to discuss matters or answer queries due to the disruption this will cause the students. All communication should be passed to the principal.
- Newsletters, important information and dates can be found on our website and Team App. Parents/Guardians and Students are encouraged to like DXA on Facebook and Instagram for extra communication and photo opportunities as well as download the DXA Team App for easy access to all up to date information.
- If a student is going to be absent, please email [dancexpress@outlook.com](mailto:dancexpress@outlook.com) so we can notify the teacher. Likewise changes to a student's personal details should be immediately forwarded to DXA via email.
- It is assumed that a student will be continuing in the same class from term to term and you will be invoiced accordingly, unless otherwise notified in writing.
- To change, add or cancel a class you must notify DXA in writing. Telling the teacher verbally is not accepted.

## DROP OFF AND PICK UP POLICY

- Parent/Guardians are to drop off and collect students from DXA at the appropriate time for their allocated class. Students waiting to be collected must wait inside Knox Gardens P/S.  
If a parent is running late, they **MUST PHONE OR TEXT ALISHA LOVATT ON 0423 694 362.**
- Parent/Guardians are responsible for minors before and after class. DXA will not provide supervision to minors outside of class time.

## **CANCELLED CLASSES**

- In the event a teacher is sick and unable to take a class, a replacement teacher will be provided. If DXA is unable to find a replacement teacher, the class will be cancelled for that day. Students will be notified, and a makeup lesson will be scheduled during that term.
- DXA has the right to cancel a class with less than 4 students enrolled. Students and Parent/Guardians will be notified, by email, two weeks in advance to give students time to change into another class.

## **LOST PROPERTY/ DAMAGE**

- DXA is not responsible to the student for any lost, stolen or damaged to personal property. Personal property is brought to classes at the student's own risk.
- The student will be liable for loss, injury or damage caused by an act or omission of the Student to anyone else or to DXA's property including without limitation the premises, equipment, costumes, uniforms, props or other property. In such an event, without limiting any other remedies available to it at law, DXA reserves the right to charge the Student or Parent/Guardian the full cost of either repairing or replacing the DXA Property.

## **SOCIAL MEDIA AND IMAGE POLICY**

- DXA may use photographs/class photos/videos and various events of students to promote the activities of the studio via flyers, website, social media and advertising, newsletters, Facebook, Instagram etc. Parents and Guardians consent to the use of images of their children in this way and waive all rights in respect to such images.
- Parents and Guardians consent to this or not upon enrolment of student/s.
- Parents must use all such images appropriately and DXA takes no responsibility or liability in relation to the use of images by parents.
- DXA encourages active and responsible participation by parents on its social media platforms (example Facebook). All posts and comments must be respectful, polite, inoffensive, and appropriate. DXA does not always monitor its platforms, so if you see something inappropriate or offensive has been posted, please contact DXA immediately.
- DXA takes no responsibility for the posts or comments of parents on its platforms.

## **BULLYING POLICY: For Both Parent/Guardians and Students**

Bullying Policy: The following will not be tolerated in person, via email, via text messaging or via the social media platforms: verbal abuse or shouting, physical abuse, excluding or isolating a person, psychological harassment, humiliating a person through sarcasm, criticism, or insults, ignoring or belittling a person's contribution or opinion. Where any person feels that they are the victims of bullying they should discuss this matter directly with the person/people concerned and request an end to the behavior. Should this approach fail or be inappropriate the victim can contact DXA for assistance in resolving the matter.

## **FEES/INVOICES**

- Students are invoiced by the Term, payable in advance. There are 4 Terms in a Year.
- An annual Registration Fee of \$30.00 is payable at the time of enrolment.
- Fees have slightly increased this year.
- Invoices are emailed two weeks prior to the due date to the email address provided on the Student's Registration Form.  
Fees are due by the end of week 1, each term. After this period, places of unpaid Students may be opened to Students on the waiting list for classes.

- Acceptable forms of payment are cash, cheque, credit card or direct deposit. There will be no discounts, refunds or credits applied for missed classes.
- Where the Student withdraws from DXA or classes during a term, the invoiced amount must still be paid for, and no refunds will be issued.
- Failure to pay Term Fee's by the due date will result in either of the following action by DXA: ○ charge late penalty fees of \$5 per week; or suspend or terminate the Services until all outstanding Fees are paid in full (penalty fees).
- Notwithstanding any other provision of this Agreement, where the student is a new Student s/he may attend a free trial class before enrolling at DXA.
- Families with two or more students will receive a 5% discount on total fees.
- All prices are inclusive of GST and fees are non-negotiable or refundable.

## **REFUNDS/ CANCELATION POLICY**

- Unless otherwise stated in this Agreement and to the extent permitted by law, if a Student misses a class (wholly or partly) or withdraws from DXA for whatever reason, the Student will not be entitled to a refund of the Fees. This ensures DXA can maintain a stable learning environment for all Students with minimum class disruptions. Teachers are also hired based on full term periods.
- Notwithstanding any other provision of this Agreement, DXA may, at its absolute discretion, provide the Student who has missed a class or has withdrawn from DXA due to illness or injury, with a booking credit or full refund of the relevant Fee, provided the Student can provide DXA with medical proof (e.g. medical certificate) of their illness or injury.
- There will be no refunds or credits to any of the following: ○ To any student who has paid a Term Fee ○ To any student who does not complete the full term ○ For missed classes ○ For students who are injured/sick/away/family holidays/on camp during the term ○ On Exam and Competition Fees ○ On Registration Fees and Annual Entry Fees ○ On Costume Part Payments or Costumes Purchased ○ On Production Fees and Concert Fees ○ On Concert Tickets

## **ADDITIONAL COSTS**

- Uniforms, costumes, costume hire fees, exam fees, membership/administration fees, Troupe annual fees, competition fees, dress rehearsal fees, concert levy, photo purchases, concert tickets and concert DVD purchases are in addition to term fees.
- Photo week will happen on a weekend close to concert week. This is a non-compulsory event in which parents may purchase photos and/or DVDs at an additional fee.

## **CONCERT POLICIES & PROCEDURES**

- Student and the Parent/Guardians of the student will need to decide by end of TERM 2, if they will be participating or will not be participating in the end of year concert/s. Each student involved in end of year concert is required to attend all compulsory rehearsals, dress rehearsals, photo day and performances. If a student misses too many classes leading up to concert and/or compulsory events, they may not be eligible to participate in the concert in respect to the other dancers or may not be included in some of the concert routine.
- No parent, friend or other relation is permitted back stage unless they are a backstage helper. All Backstage Helpers must have a current WWCC.
- If a Student decides to no longer attend class and/or concert and DXA has already ordered this student their costumes, costume fees will still need to be paid, and will not be refunded. This applies to both hired and purchased costumes.

### **COSTUME LEVY- HIRE FEE**

- There are no costume making for parents, however you may be asked to sew sequins or elastics for example. Costumes will be hired out to students by DXA and are the property of DXA. For some routines, students may be asked to provide some components of the costume, for example, black jeans for hip hop, black bike shorts underneath a costume.
- Costume hire fees are \$45-\$50 per costume. More elaborate costumes, for example, ballet tutus, may incur a slightly higher fee.
- Costume hire fees are divided into three payments spread over Terms 2, 3, 4 invoices.

### **CONCERT LEVY FEE**

- A Concert Levy of \$30 per student will be invoiced in term 4 to cover the cost of a dress rehearsal, sets, props, production costs and photographer.
- Concert link/Videographer will be included in fee's in Term 3 and Term 4 invoices at \$25 per term. Every family will receive the concert link once DanceXpress has received it.

### **INTELLECTUAL PROPERTY**

You acknowledge that DXA is the owner of:

- (a) the photographic and digital images and/or audio and visual recordings (and all intellectual property rights contained therein) taken of You by, or on behalf of, DXA at, or in relation to, a DXA class or event, and You are not entitled to any remuneration, royalties or any other payments from DXA in respect of the use by DXA of the photographic and digital images and/or audio and visual recordings; and
- (b) all costumes, choreography or music (and ancillary work products) discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services or this Agreement will vest in, and are assigned to, DXA.

**By completing the Registration Form, you acknowledge and agree that you have read and understood these Terms and Conditions, and agree to be bound by them.**

**Updated 9<sup>th</sup> January 2025**