



## Terms and Conditions

1. These Terms and Conditions shall apply to all Services provided by the School in connection with any Agreement entered by the School with a Customer or Student. These Terms and Conditions cannot be waived or varied without the written consent of the School.
2. The School had provided the Customer and/or Student with a Student Handbook (**Handbook**) and all parties to this agreement acknowledge and agree that the Handbook forms part of the these Terms and Conditions as if it was set out in these Terms and Conditions in full.
3. The School has provided the Customer or Student with a Service Agreement (**service agreement**) and all parties to this agreement acknowledge and agree that the Service Agreement forms part of these Terms and Conditions as if it was set out in these Terms and Conditions in full.
4. **Definitions**
  - 4.1. **Business Day** means a day which is not a Saturday or Sunday or public holiday, in the Tweed Shire Council areas.
  - 4.2. **Credit** means the credit of any Fees provided by the School to the Customer or Student at its sole discretion and in accordance with these Terms and Conditions.
  - 4.3. **Customer** means the individual (being a person aged 18 years or older) who signs these Terms and Conditions (or any Agreement incorporating them) and agrees to be bound by them, and who is financially responsible for the Fees. Where the Student is a minor (under 18 years of age), the Customer must be the Student's parent or legal guardian, and the Customer enters into these Terms and Conditions both on their own behalf and on behalf of the Student.
  - 4.4. **Student** means the individual who participates in the provision of the Services by the School.
  - 4.5. **Class Manager** means the studio management software operated by the School.
  - 4.6. **Course** means an Australian Certified Course delivered through Nationally Recognised Training managed under the Australian Skills Quality Authority, offered from time to time by the School.

- 4.7. **Deposit** means the non-refundable payment as set out in the service agreement payable by the Customer or Student to the School upon execution of the service agreement and/or these Terms and Conditions.
- 4.8. **Direct Debit** means the authorised deduction of the Fees from the Customer, or Student's nominated financial account in accordance with the completed Direct Debit Request and Service Agreement.
- 4.9. **Direct Debit Agent** means Ezidebit Pty Ltd, known as Ezidebit.
- 4.10. **Direct Debit Request and Service Agreement** means the document at **schedule A** to these Terms and Conditions.
- 4.11. **Eisteddfod Classes** means all Dance, Acrobatics, Performing Arts and other classes offered from time to time by the School that require the Customer or Student to participate in a representative team for the School in competition events.
- 4.12. **Fees** means the amount to be paid to the School by the Customer or Student for the Services provided. Such Fees are calculated in accordance with the Fee Structure for Recreational and Eisteddfod classes at **schedule B** or within individual Course or Program Agreements hereto as amended or varied by the School from time to time and includes, but is not limited to all; videography charges, choreography charges, uniform charges, costume charges, props, extra rehearsal fees, competition fees, fees and charges imposed by the Direct Debit Agent and all or any other charges associated with the provision of the Services by the School to the Customer or Student.
- 4.13. **GST** has the meaning given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act (1999)* (Cth).
- 4.14. **Premises** means the premises located at 1/23 Enterprise Avenue Tweed Heads South NSW 2486.
- 4.15. **Program** means specialised non-accredited training offered from time to time by the School in Dance, Academic, Acrobatics, Aerial Silks and Performing Arts.
- 4.16. **Recreational Classes** means all Dance, Acrobatics, Aerial Silks, Performing Arts, and other classes offered from time to time by the School on weekday afternoons and evenings, and weekends. These classes are separate from Eisteddfod classes.
- 4.17. **Registered Email Address** means the email address provided by the Customer to the School.

- 4.18. **Registered Classes** means the activities, classes and lessons offered by the School in which the Customer or Student is registered as attending for the specified Term through Class Manager.
- 4.19. **School** means Nicole Davis Pty Ltd, A.T.F. Dance Force Trust, T/as Dance Force, including all of its servants, agents and employees.
- 4.20. **Services** means any Dance, Academic, Acrobatics, Aerial, Performing Arts and related activities, lessons and classes offered and provided by the School at the Premises or at any other location to Customer or Student and includes but are not limited to:
- 4.20.1. all Recreational classes;
  - 4.20.2. all Eisteddfod classes;
  - 4.20.3. Full-time Cert Courses and Full-time Pre-Professional Programs;
  - 4.20.4. Academy and Elite Programs;
  - 4.20.5. Part-time Cert III Courses and Part-time Programs.
  - 4.20.6. Private or choreographed lessons;
  - 4.20.7. all and any weekend, holiday programs or workshops offered by the School;
  - 4.20.8. all competitions and exams in which the Customer or Student might be offered to attend;
  - 4.20.9. any exhibition or concert organised by the school in which the Customer or Student may participate; and
  - 4.20.10. any excursions or graduation tours, nationally or internationally organised by the school where the Customer or Student may participate.
- 4.21. **Term** means each calendar term as specified in the calendar contained at **schedule C** to these Terms and Conditions.
- 4.22. **Terms and Conditions** means these Terms and Conditions and any amendment or variation to them as agreed in writing by the School and any schedule or annexure to them.

4.23. **Timetable** means the Timetable at **schedule D** to these Terms and Conditions as amended or varied by the School from time to time.

## 5. Interpretation

5.1. This clause specifies the rules for interpreting these Terms and Conditions, except where the content makes it clear that the rule is not to apply.

5.2. A reference to:

5.2.1. the Customer or Student or any party to another document or agreement, includes that Customer or Student's executors, administrators, permitted substitutes and permitted assigns;

5.2.2. \$ is to Australian currency;

5.2.3. a singular word includes the plural and vice-versa;

5.2.4. other grammatical forms of defined words or phrases have corresponding meanings;

5.2.5. an obligation on, warranty by, or right of:

5.2.5.1. two or more persons; or

5.2.5.2. a party that comprises two or more persons

is the obligation, warranty or right (as the case may be) of those persons jointly and severally.

5.2.6. reference to a clause, part of a clause, schedule or annexure is a reference to that clause, part of a clause, schedule or annexure of or to these Terms and Conditions and a reference to these Terms and Conditions; and

5.2.7. headings are for convenience only and do not affect interpretation.

## 6. Acceptance

6.1. The Customer or Student is deemed to have accepted these Terms and Conditions if:

- 6.1.1. the Customer or Student executes these Terms and Conditions; and/or
  - 6.1.2. the Customer or Student executes the Direct Debit Request and Service Agreement; and/or
  - 6.1.3. the Customer or Student executes any other document or agreement appearing in a schedule to these Terms and Conditions; and/or
  - 6.1.4. the Customer or Student registers via Class Manager; and/or
  - 6.1.5. by his or her conduct, the Customer or Student attends at the School and participates in the Services provided by the School.
- 6.2. If one or more Customers or Students have accepted these Terms and Conditions, those Customers or Students shall be jointly and severally liable for any and all payments of the Fees.
- 6.3. These Terms and Conditions are binding on the Customer or Student once they are accepted. Any amendments to the Terms and Conditions set out herein can only be made upon written consent being obtained from the School.
- 6.4. If, for reasons beyond its reasonable control (including any Force Majeure Event as described in clause 16), the School is unable to supply the Services, the Customer and/ or Student acknowledges and agrees that, to the extent permitted by law, the School's failure or delay to supply the Services in those circumstances does not amount to a repudiation or breach of these Terms and Conditions or any agreement existing between the School and the Customer or Student. In such circumstances the School will, where reasonably practicable, offer Credit or rescheduled Services in respect of any Fees paid for Services that could not be supplied. Nothing in this clause limits any rights of the Customer or Student under the Australian Consumer Law.
- 6.5. The School is not liable for any direct or consequential loss or damage arising from any failure of the School to supply the Services where such circumstances are beyond the reasonable control of the School.
- 6.6. In consideration of the Customer or Student's acceptance of these Terms and Conditions, the School agrees to provide the Services for the Fees.
- 6.7. Unless otherwise deemed to have occurred by reason of clause 6.1.4 of these Terms and Conditions, upon being deemed to have accepted these Terms and Conditions, the Customer or Student must and within five (5) business days;
- 6.7.1. register their required details through Class Manager and provide a Registered email address; and

- 6.7.2. complete the Direct Debit Request and Service Agreement and provide it to the School.

## **7. Fees, Payment and Charges**

- 7.1. The School issues an individual Course or Program agreement to the invited Customer or Student wishing to register for these services. At its discretion, the School's agreement outlines all fees, charges, direct debit payment schedules, obligations, and withdrawal policies.
- 7.2. At its discretion, the School charges Recreational and Eisteddfod Fees each Term to the Customer or Student for their Registered Class(es).
- 7.3. The School will endeavour to issue a Tax Invoice and Direct Debit payment schedule to the Customer or Student via the Registered Email Address, no less than seven (7) days prior to the commencement of each Term, but not limited to issuing a Tax Invoice and Direct Debit payment schedule within seven (7) days.
- 7.4. The tax invoice and direct debit arrangement will set out:
  - 7.4.1. the Fees payable by the Customer or Student to the School for the Term;
  - 7.4.2. any additional charges that may become payable by the Customer or Student to the School from time to time, including, but not limited to, costumes, uniforms, merchandise, excursions, private lessons or workshops; and
  - 7.4.3. the set date and amount of any Direct Debit of Fees.
- 7.5. The Fees as set out in the tax invoice (issued in accordance with clauses 7.3 and 7.4 herein) will be deemed due and owing by the Customer or Student to the School unless a written withdrawal notice (by email to the School's registered email address) is received by the School no later than seven (7) days prior to the commencement of the relevant Term.
- 7.6. The Customer or Student can request changes or amendments to its Registered Recreational Class(es) prior to the commencement of the Term without penalty or charge.
- 7.7. The Customer or Student's Registered class(es) remain active and are automatically registered to the following term within each calendar year, unless the Customer or Student choose to discontinue participating in the Service.

- 7.8. In the event that the Customer or Student chooses to discontinue participation in the Services or change their Registered Recreational and Eisteddfod Class(es) partway through a Term, the Fees as deemed due and payable in accordance with clause 7.4 herein remain due and payable and are not refundable.
- 7.9. The Customer or Student acknowledges that the School uses the Direct Debit Agent for the purpose of payment and collection of the Fees and agrees to pay all Fees through the Direct Debit Agent unless otherwise agreed to in writing by the School.
- 7.10. Time for payment of the Fees by the Customer or Student shall be of the essence.
- 7.11. GST may be applicable to the Fees unless they are expressly noted as being included in the Fees and/or tax invoice issued by the School to the Customer or Student from time to time.
- 7.12. The School shall be entitled to charge interest on any Fees that are due and payable by a Customer or Student and outstanding from a previous Term at a rate of 7.5% per annum.
- 7.13. The Customer or Student shall be liable for, and shall indemnify the School for all legal costs (on a solicitor and own client basis) or any other associated charges or fees payable by the School in relation to the recovery of any sum due and payable to it by the Customer or Student in relation to the provision of the Services and/or the Fees.
- 7.14. Without limiting any other right or remedy that the School may have at law, if at any time the Customer or Student is in breach of any obligation under these Terms and Conditions (including those relating to payment of the Fees) the School may suspend or terminate the supply of the Services to the Customer or Student and any of its other obligations under these Terms and Conditions upon the provision of 7 days' notice to the Customer or Student. If such suspension or termination occurs, the School will not be responsible or liable for any loss suffered by the Customer or Student by reason of the school exercising its rights under this clause.
- 7.15. The School may amend or vary the Fees at its sole discretion.
- 7.16. The Customer or Student acknowledges and agrees that any Credit will be given solely at the School's discretion. Credit will be issued as School credit only and will not be refunded or redeemed for cash. Any Credit unallocated will expire after 12 months from date of issuance. If an accounting error were to occur and the Customer or Student's account was overcharged, the school will process a refund to the Customer or Student's nominated financial account.

## **8. Security and Charge**

- 8.1. Notwithstanding anything to the contrary contained herein or any other rights which the School may have at law or otherwise:
  - 8.1.1. where the Customer or Student is the owner of real property or any other asset capable of being charged (**Assets**), the Customer or Student agrees to mortgage and/or charge all of their joint and/or several interest in the Assets in favour of the School to secure all amounts and other monetary obligations payable under these Terms and Conditions;
  - 8.1.2. the Customer or Student acknowledges and agrees that the School shall be entitled to lodge where appropriate, a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met; and
  - 8.1.3. should the School elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer or Student shall indemnify the School for and against all loss, damage, costs and disbursements including legal costs on a solicitor and own client basis arising in respect of the same.

## **9. Customer or Student Warranties**

- 9.1. The Customer or Student warrants that:
  - 9.1.1. it is authorised to accept these Terms and Conditions;
  - 9.1.2. all information provided by them to the School is honest and to the best of its knowledge, truthful in every way;
  - 9.1.3. they have not relied on any representation made to it by the School or any other person prior to or when entering into these Terms and Conditions;
  - 9.1.4. they have read and understood these Terms and Conditions before accepting the same;
  - 9.1.5. they will pay the Fees as and when they fall due in accordance with clause 7 herein;
  - 9.1.6. they have disclosed all pre-existing medical conditions to the School and they have not at any time suffered any blackout, convulsion, seizure, fainting and are not presently receiving treatment for any illness, disorder or injury which would render it unsafe for the Customer or Student to participate in the Services; and
  - 9.1.7. they will comply with any rules, regulations or policies that may be implemented by the School from time to time.

**10. The Commonwealth Competition and Consumer Act 2010 (“CCA”) and Fair Trading Acts (“FTA”)**

- 10.1. These Terms and Conditions do not have the effect of contracting out of any provisions of the FTA (where applicable provisions apply) in any of the States and Territories of Australia and/or the CCA except to any extent where such is permitted by the FTA and/or the CCA.
- 10.2. Whereby the Customer or Student purchases, as a consumer (as that term is defined in the FTA and/or the CCA), the Services – the Terms and Conditions contained herein shall be subject to any laws or legislation which govern the rights of any consumer and such shall not affect the consumer's statutory rights.

**11. Authority and Consent**

- 11.1. If during the provision of the Services to the Customer or Student, the Customer or Student suffers an injury or illness, the Customer or Student consent to the School staff applying ice, bandages and any other minor first aid treatment and to an ambulance being called at its discretion.
- 11.2. The Customer or Student consents to the School taking photographs, video, audio and testimonial material of the Customer or Student during the Services (including classes, competitions and other School events) and to those materials being used by the School for internal educational purposes and for the School's own promotional and advertising purposes (including on the School's website and social media channels). The School will not licence, sell or otherwise commercially exploit such materials to unrelated third parties without first obtaining the Customer's separate written consent. The Customer or Student may withdraw or vary this consent at any time by written notice to the School, and the School will, on receipt of such notice and within a reasonable time, cease using the relevant materials in future publications (noting that the School cannot recall materials already published by the School or third parties prior to receipt of the notice). The Customer or Student waives any right to compensation for appearing in material used by the School in accordance with this clause. Where the Student is a minor, the Customer's signature on these Terms and Conditions confirms the Customer's consent on behalf of the Student. The School will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles when collecting and using any such material.

**12. Liability and Indemnity**

- 12.1. To the extent permitted by law, the Customer or Student shall indemnify the School and keep it indemnified against all liability, loss, damage, cost and expense (including legal costs on a solicitor and own client basis) suffered or incurred by the School arising out of or in connection with any act, omission, breach of these Terms and Conditions, or negligence of the Customer or Student, except to the extent that such liability, loss, damage, cost or expense is caused or contributed to by the negligence, misconduct, or wilful default of the School, or any officer, employee or agent of the School. Nothing in this

clause limits or excludes any rights the Customer or Student may have under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded.

- 12.2. Except where otherwise provided for in these Terms and Conditions and to the extent permitted by law, the School shall not be liable for any loss or damage suffered by the Customer or Student arising from or in relation to:
  - 12.2.1. any act or omission of the Customer or Student or any person acting or purporting to act on behalf of the Customer or Student;
  - 12.2.2. any riots, civil commotions, strikes, lockouts, lockdowns, stoppage or retain of labour from whatsoever cause including pandemic, epidemic or otherwise;
  - 12.2.3. any fire, flood, storm, war, explosion or theft; and/or
  - 12.2.4. any cause which the School could not avoid and the consequences whereof it could not be prevented by the exercise of reasonable diligence.
- 12.3. The School shall not be liable to the Customer or Student for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer or Student arising out of a breach/es of these Terms and Conditions by the School.
- 12.4. The Customer or Student acknowledges and accepts that the Services provided by the School are "recreational services" within the meaning of section 139A of the Competition and Consumer Act 2010 (Cth), and involve physical activity which carries a risk of injury. To the maximum extent permitted by law, and subject to clause 12.1, the Customer or Student agrees that the liability of the School for any failure of the Services to comply with the consumer guarantees in sections 60 and 61 of the Australian Consumer Law is excluded in respect of any significant personal injury, subject always to the condition that nothing in these Terms and Conditions excludes, restricts or modifies any right, guarantee, warranty or liability that cannot lawfully be excluded, including any liability arising from the reckless conduct, gross negligence, or wilful default of the School, its officers, employees or agents.

### **13. Discretion**

- 13.1. The School reserves to attend to the following at its sole discretion and without notice to the Customer or Student:
  - 13.1.1. engage employees or sub-contractor/s to assist it with the provision of the Services;

- 13.1.2. add, remove, or change ownership, curriculum, hours, rules, regulations, policies and/or move the Premises; and
- 13.1.3. reject an application for enrolment, or suspend or expel any Customer or Student where, in the reasonable opinion of the School, the Customer or Student has materially breached these Terms and Conditions, any applicable School policy or Code of Conduct, Handbook or where the Customer's or Student's behaviour presents a risk to the safety, welfare or experience of other Customers, Students, staff or the School. The School will, except in cases of serious misconduct or risk to safety, give the Customer or Student written notice of the concern and a reasonable opportunity to respond before taking such action. Where a Student is expelled other than for material breach by the Customer or Student, Fees will remain payable or reimbursed in accordance with clause 13 of these Terms and Conditions.

#### **14. Attendance and Termination**

- 14.1. These Terms and Conditions remain binding on the Customer or Student and are continuing until they are terminated in accordance with this clause;
- 14.2. Failure by a Customer or Student to participate in his or her Registered Classes does not signify and imply notification to terminate these Terms and Conditions or any Agreement that exists between the Customer or Student and The School in relation to the same.
- 14.3. It is the sole responsibility of the Customer or Student to attend their Registered Classes throughout the Term. The School does not offer make up lessons for missed classes (this includes non-attendance for minor injuries).
- 14.4. If the Customer or Student sustains a major injury, a medical certificate will be required to be sent to the studio on request, and any Credit will be issued solely at the School's discretion.
- 14.5. The Customer or Student may terminate its obligations under these Terms and Conditions upon the giving of 14 days' notice in writing to the School;
- 14.6. The School may terminate its obligations under these Terms and Conditions upon the giving of 14 days' notice in writing to the Customer or Student.
- 14.7. Upon Termination of these Terms and Conditions by either the Customer and/or the Student and or the School under this clause 13, Fees will be payable as follows:
  - 14.7.1. If termination occurs more than 28 days prior to the commencement date of any Program or Course, the School will be entitled to retain without deduction,

the Deposit paid by the Customer or Student, with the balance of Fees paid (if any) to be refunded;

- 14.7.2. If termination occurs less than 28 days prior to the commencement date of any Program or Course, the School will be entitled to retain, the Deposit and all Fees payable by the Customer or Student for terms one and two of the Program or Course, the calculation of such fees being set out in the service agreement. If such Fees have not been paid by the Customer or Student prior to termination, then in such circumstances, such Fees will be recoverable by the School from the Customer and/or Student as a debt due and owing;
- 14.7.3. If termination occurs during the first or second term of any Program or Course, the School will be entitled to retain the Deposit and all Fees payable by the Customer or Student for terms one and two of the Program or Course, the calculation of such fees being set out in the service agreement. If such Fees have not been paid by the Customer or Student prior to termination, then in such circumstances, such Fees will be recoverable by the School from the Customer and/or Student as a debt due and owing;
- 14.7.4. If termination occurs after the commencement of term three of any Program or Course, the School will be entitled to retain the Deposit and all Fees payable by the Customer or Student for the Program or Course as set out in the service agreement. If such Fees have not been paid by the Customer or Student prior to termination, then in such circumstances, such Fees will be recoverable by the School from the Customer and/or Student as a debt due and owing.

## **15. Miscellaneous**

- 15.1. Any notice served by post shall be deemed to have been given on the third day following the day on which it was posted to the address last known to the School and/or the Customer or Student.
- 15.2. Any notice served by email shall be deemed to have been given on the date and at the time it is received into the recipient's inbox.
- 15.3. The defences and limits of liability provided for in these Terms and Conditions shall apply in any action against the School whether founded in contract, tort or otherwise.
- 15.4. If any provision of these Terms and Conditions are invalid, void, illegal or unenforceable it is severed and the remainder of these Terms and Conditions have full force and effect. This clause has no effect if the severance materially alters the nature or intended effect of these Terms and Conditions.

- 15.5. The Customer or Student agrees that the School may review these Terms and Conditions at any time. If following such review, there is to be a change to these Terms and Conditions, then that change will take effect from the date on which the School notifies the Customer or Student of such change. The Customer or Student shall be under no obligation to accept such changes except where the School supplies further Services to the Customer or Student and the Customer or Student accepts such Services.
- 15.6. The rights and remedies provided for in these Terms and Conditions are in addition to all other rights and remedies given by law independent of these Terms and Conditions except to the extent that those other rights and remedies are expressly excluded by these Terms and Conditions.
- 15.7. The law of New South Wales governs these Terms and Conditions.
- 15.8. The School and the Customer or Student submit to the non-exclusive jurisdiction of the Courts of New South Wales and the Commonwealth of Australia and any court that may hear appeals from any of those Courts.

## **16. Force Majeure**

- 16.1. A "Force Majeure Event" means any event or circumstance beyond the reasonable control of the School, including natural disasters, fire, flood, severe weather, pandemic, epidemic, public health order, government direction or restriction, war, terrorism, riot, civil commotion, industrial action, failure of essential utilities or telecommunications, and closure of the Premises on public safety grounds.
- 16.2. If a Force Majeure Event prevents, hinders or delays the School from providing the Services, the School's obligation to provide the affected Services will be suspended for the duration of the Force Majeure Event. The School will use reasonable endeavours to resume the Services as soon as reasonably practicable and, where practicable, to deliver affected Services online, at an alternative time, or at an alternative venue.
- 16.3. If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected Services on written notice, in which case the School will provide a pro-rata Credit for Fees paid in respect of Services not yet delivered, without any further liability to the Customer or Student.

## **17. Privacy and Personal Information**

- 17.1. The School collects, holds, uses and discloses personal information about the Customer and Student (including health information relevant to the safe provision of the Services) for the purposes of delivering the Services, administering enrolments and Fees, complying with its legal obligations, and communicating with the Customer and Student. Personal information is handled in accordance with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles.

17.2. The School may disclose personal information to its service providers (including the Direct Debit Agent and any Registered Training Organisation delivering accredited Courses), to government authorities where required by law, and to emergency services and health practitioners where necessary to protect the health or safety of the Customer, Student or any other person.

17.3. The Customer and Student may request access to, or correction of, the personal information the School holds about them, or make a privacy complaint, by contacting the School at [accounts@danceforceoz.com.au](mailto:accounts@danceforceoz.com.au). The School's Privacy Policy (as updated from time to time) forms part of these Terms and Conditions.

## **18. Child Safety and Code of Conduct**

18.1. The School is committed to providing a safe environment for children and young people. The School's staff and contractors who work with children hold a current Working with Children Check (NSW) or equivalent, and the School complies with the Child Safe Standards applicable in New South Wales.

18.2. The Customer and Student agree to comply with the Handbook, the School's Code of Conduct and all other policies published by the School from time to time (including but not limited to its Child Safe Policy, Anti-Bullying Policy, Uniform Policy, and Social Media Policy). Breach of these policies may result in suspension or expulsion in accordance with clause 13.

## **19. Complaints and Dispute Resolution**

19.1. If a Customer or Student has a complaint concerning the Services, they should first raise the complaint in writing to the School at [accounts@danceforceoz.com.au](mailto:accounts@danceforceoz.com.au). The School will acknowledge the complaint within five (5) Business Days and will use reasonable endeavours to resolve the complaint within twenty (20) Business Days of receipt.

19.2. If the complaint cannot be resolved directly, the parties agree to attempt to resolve the dispute by mediation administered by the Resolution Institute (or such other mediator as they may agree) before commencing any court proceedings, other than proceedings seeking urgent interlocutory relief. This clause does not prevent either party from pursuing any right or remedy available under the Australian Consumer Law or from contacting NSW Fair Trading.

## **20. Medical and Emergency**

20.1. The Customer must promptly notify the School in writing of any change to the Student's medical conditions, allergies, medications or emergency contact details. Where the School reasonably considers that the Student's medical condition poses a risk to the

Student or others, the School may require the Customer to provide a medical clearance before the Student resumes participation in the Services.

- 20.2. The Customer authorises the School, in the event of an emergency where the Customer cannot be reached in time, to obtain or consent to any medical or ambulance treatment the School reasonably considers necessary, and agrees to reimburse the School for any reasonable costs incurred in doing so.

## 21. Scholarship

- 21.1. The School may, from time to time, offer a partial scholarship to a Student (hereinafter the **Scholarship Student**).

- 21.2. Where a partial scholarship is offered to a Student by the School, the following terms and conditions will apply to the Student and the Customer:

- 21.2.1. the scholarship amount will be set out in the Service Agreement.
- 21.2.2. the scholarship is not transferable, assignable, or redeemable for cash.
- 21.2.3. the terms and conditions of the scholarship are strictly confidential and must not be discussed, disclosed, or communicated to any person outside the School, except as required by law or with the prior written consent of the School.
- 21.2.4. the Scholarship Student must attend all classes consistently and punctually, unless prevented by illness or other reasonable cause, and must always comply with the values, policies, and terms set out in the School's Handbook.
- 21.2.5. the Scholarship Student agrees to assist at the dance studio when requested by the School, including but not limited to duties at the front desk, assisting in class, cleaning, and other reasonable tasks as directed.
- 21.2.6. the scholarship student is expected to join and participate actively in an eisteddfod team as part of the Program or Course requirements.

- 21.3. Withdrawal and Termination

- 21.3.1. If the Scholarship Student withdraws less than 28 days prior to the commencement date or during terms one, two, three or four of any Program or Course, the School will be entitled to retain the Deposit and all Fees payable by the Customer or Student for terms one, two, three and four of the Program or Course, the calculation of such fees being set out in the service agreement. If such Fees have not been paid by the Customer or Student prior to withdrawal, then in such circumstances, such Fees will be recoverable by the School from the Customer and/or Student as a debt due and owing;
- 21.3.2. If the Scholarship Student fails to attend classes regularly, breaches the terms of this agreement, or fails to comply with the Handbook, the School may withdraw the scholarship at its sole discretion, in which circumstance the full annual Fees for the nominated Program or Course will become immediately due and payable to the School, less any payments already made.

- 21.3.3. For the avoidance of any doubt, upon withdrawal of the scholarship, the full fees for the nominated Program or Course become immediately due and payable as a debt due and owing to the School.

**Statement of Understanding**

I, the Customer or Student, have read, or have had read to me, the above conditions and, having understood the same, I consent to the activities proposed.