

Southern Star Academy of Dance

Terms and Conditions & Waiver



Terms and Conditions

1. Our agreement with you

- 1.1 As a customer of Southern Star Academy of Dance these terms & conditions form the basis of your agreement with Southern Star Academy of Dance.
- 1.2 You agree to adhere to Southern Star Academy of Dance policies and procedures. You can request a digital or printed copy.

2. Class Procedure

- 2.1 Uniform is a requirement of Southern Star Academy of Dance and will be worn at all times.
- 2.2 Southern Star Academy of Dance requests that small children are taken to the toilet before their class commences to avoid disruption during class.
- 2.3 Be punctual on arrival and ensure your child is collected on time.
- 2.4 Classes are closed to all visitors unless otherwise arranged with Management.
- 2.5 Parents are not to leave until your child is in care of a teacher.
- 2.6 Students are not to leave the premises without a parent or guardian. In the event that a student is to leave unsupervised, staff must be contacted ahead of time.

3. Costs

- 3.1 Fees will be paid by the due date of each term. Students attendance will be suspended until dance fees are paid.
- 3.2 Fees will not be refunded for change of mind or circumstance.
- 3.3 If you require a payment plan, please contact the office prior to due date.
- 3.4 Southern Star Academy of Dance reserves the right to cancel or change the timetable and price structure at any point in time.
- 3.5 Southern Star term fees are inclusive of a nine-week school term. However, during concert season due to rehearsals and recitals this may differ.
- 3.6 Southern Star will not operate on public holidays. If this results in less than 9 weeks of classes a makeup lesson will be organised.
- 3.7 In the event of a natural disaster, classes will be rescheduled where possible.

4. Communications

- 4.1 Southern Star Academy of Dance will communicate with you primarily by email. Southern Star Academy of Dance will not provide your details to any other company, entity or organisation unless consented to by you and all other information will be kept by Southern Star Academy of Dance in accordance with the Privacy Act.
- 4.2 Southern Star Academy of Dance will use its best endeavours to ensure that all communications are virus free, however, Southern Star Academy of Dance is not responsible for any loss of damage suffered by you in the event that a virus or like issue is transmitted unknowingly by Southern Star Academy of Dance.

5. Working with Children

- 5.1 All staff and teachers of Southern Star Academy of Dance have a Blue Card as required by state legislation.
- 5.2 Southern Star staff adhere to our Child Protection Policy. You can request a digital or printed copy.

6. Limit of Liability

- 6.1 Southern Star Academy of Dance do not exclude or limit the application of any provision of any statute, including the Competition & Consumer Act 2010, where to do so would contravene that statute or cause any part of this clause to be void;
- 6.2 All care according to the Competition & Consumer Act 2010, will be taken.

7. Consent

- 7.1 You consent for your child to be photographed or videographed while at Southern Star Academy of Dance or Southern Star Academy of Dance events for social media, advertising, online marketing, promotions, learning purposes or publicity by Southern Star Academy of Dance and anyone associated with the company/business ie Concert/Eisteddfod Videos & Photos'. If you do not consent, you are to provide written confirmation that they are not to be photographed / videographed.



8. By enrolling with Southern Star Academy of Dance and accepting the Terms & Conditions you:

- Acknowledge that there are certain risks and hazards involved in dance lessons that may result in injury including but not limited to studio conditions, equipment, and other students.
- Agree to indemnify and release Southern Star Academy of Dance its offers, agents, employees or any person connected with Southern Star Academy of Dance from any and all claims, loss, damage or injury that may arise, whether now or in the future, including where said claim, loss, damage or injury was caused by the negligence of the owner, principal, teachers, instructors or other employee or contractors of said Southern Star Academy of Dance.
- Agree that your child's enrolment in Southern Star Academy of Dance is voluntary
- Will immediately notify the teacher of any physical difficulties or injuries that occur during class
- Give permission for Southern Star Academy of Dance to seek First Aid or Medical Attention if required
- Consent to teachers & assistant teacher of Southern Star Academy of Dance having contact with your child in the form of understanding of an action, posture or position by physical contact e.g. holding hands in a circle; lifting; correcting posture.
- Consent to Staff and Teachers of Southern Star Academy of Dance taking my child to the toilet during class if my child requires to use the toilet.

Recreational Activity Risk Warning, Acknowledgement, Waiver And Release

1. Participation in Dance, Drama and Aerial Lessons supplied by Southern Star Academy of Dance involves significant risks, including the risk of property damage, personal injury and death. Particular risks include, but are not limited to:
 - 1.1. Torn muscles, fractures, twisted ankles, fall etc.
2. Before your child participates in the Recreational Activities, you should ensure that you are aware of, and properly understand, all of the risks involved in the Recreational Activities, and that those risks will include any particular risks associated with any health condition or pre-existing disability from which your child suffers.
3. By signing this document, you acknowledge, agree and understand that your child engages or participates in the Recreational Activities voluntarily and at their own risk in full knowledge of the Risks generally and Particular risks described above.
4. If signing this document as a parent, guardian or responsible person performing parenting responsibilities, you acknowledge and agree that you have explained to the participant that the Recreational Activities provided by the Service Provider may involve risks generally; and the Particular risks described above.
5. By signing this document, you also acknowledge, agree and understand that the risk warning above constitutes a formal 'risk warning' for the purposes of the relevant legislation, including for the purpose of Sections 13 - 19 of the Civil Liability Act 2003 (QLD).
6. Section 139A of Competition and Consumer Act, 2010 (Cth) permits the Service Provider of the Recreational Activities and associated services to ask you to agree that the statutory guarantees under the Australian Consumer Law (Cth) do not apply to you (or a person for whom or on whose behalf you are acquiring the services to engage in the Recreational Activities).
7. By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the Competition and Consumer Act 2010 (Cth)):
 - 7.1. Your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Service Provider, its servant and agents, in relation to the Recreational Activities if the Recreational Activities or associated services were not provided to you in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
 - 7.2. You (or the person for whom or on whose behalf you are acquiring the services) release the Service Provider, its servant and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.
8. By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law,

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the liability of the Service Provider in relation to recreational services and activities (as that term is defined in the Australian Consumer Law (Cth) and any similar state laws) for any:

- 8.1. death;
 - 8.2. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - 8.3. the contraction, aggravation or acceleration of a disease;
 - 8.4. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community;
 - (ii) that may result in harm or disadvantage to you or the community;
 - (iii) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.
9. By signing this document, to the full extent permitted by law, you (or the person for whom or on whose behalf you are acquiring the services) agree to waive and/or release the Service Provider, its servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against the Service Provider, its servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you may suffer or sustain in the course of or consequential upon or incidental to your participation in the Recreational Activities, whether caused by the negligence of the Service Provider, its servant and agents, or otherwise.
10. By signing this document, you acknowledge, agree and understand that:
- 10.1. The Service Provider will permit you to participate in the Recreational Activities, and provide you with the associated services, in part in consideration of you signing this document;
 - 10.2. The Service Provider may rely on this document in any proceedings commenced in any Court by me or by my heirs, executors and assigns;
 - 10.3. The laws of Queensland govern this document.
11. You do not have to agree to exclude, restrict or modify or waive your rights against, or release, the Service Provider, its servants and agents, from any claims by signing this document, however the Service Provider may refuse to allow you to participate in the Recreational Activities, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, the Service Provider, its servants and agents, by signing this document. Even if you sign this document, you may still have further legal rights.
12. By signing this document you agree that the waivers and releases contained in this document apply for every visit you make to the Service Provider until such time as you withdraw or modify your consent in writing or the Service Provider modifies these terms with your consent by signing a new document. You will not be required to sign future waivers on the understanding that this waiver document shall apply to all future participation in the Recreational Activities.
13. By signing this document, you acknowledge that staff, Teachers and Assistant Teachers of Southern Star Academy of Dance have a Working With Children Blue Card or Exemption Card as required by relevant legislation.