

TERMS AND CONDITIONS

ITSY BITSY PRESCHOOL PROGRAM | YOUNG ARTIST RECREATIONAL PROGRAM | RISING ARTIST PERFORMANCE TEAM PROGRAM

STUDENT DETAILS

FIRST NAME

LAST NAME

DEPARTMENT

DATE OF BIRTH

DEFINITIONS USED IN THIS AGREEMENT

- Agreement means this agreement.
- Dynamite Studios/DSA/us/we means Dynamite Management Australia ABN 91 032 338 862 of Unit 31/3 Dalton Street, Upper Coomera, QLD, 4209.
- Enrolment means your enrolment at Dynamite Studios.
- Force Majeure Event means an event which is out of our control, and which reasonably prevents us from providing the part or all of the course which the Student is enrolled in, and may include (but is not limited to): public health lockdown or quarantine orders, natural disasters, riots and civil strife, war and terrorism.
- Student means the Student attending Dynamite Studios. For all students under the age of 18 years, all terms set out in this Agreement are the responsibility of the Parent and/or Guardian of the Student.
- You means the Student (if you are 18 years or over) or the Parent/Guardian of the Student if the Student is under the age of 18 years.
- Unless otherwise stated, this Agreement relates to the Student and/or the Parent or Guardian of the Student.

OUR RELATIONSHIP

- This Agreement is between Dynamite Studios and the Student (and where the Student is under the age of 18 years, the Parent/Guardian on behalf of the Student), is legally binding and is governed by the laws of the state in which the Student attends classes.

MINORS AND LEGAL GUARDIANS

- If the Student to which this Agreement relates is younger than 18 years old at the time of enrolment, the following shall apply:
 - This Agreement must be executed on behalf of the Student by a person over the age of 18 years old, who has the ability to lawfully enter agreements on behalf of the Student (the “Guardian”);
 - If this Agreement is executed by a person other than the Student, DSA shall be entitled to presume that the person that executed this Agreement is the Guardian of the Student;
 - To the fullest extent permitted by law, this Agreement shall be binding on both the Student and the Guardian.
- If this Agreement is executed by the Student, DSA shall be entitled to presume that the Student was at least 18 years old at the date of enrolment.

TERMS AND CONDITIONS

PAYMENT

PAYMENT OF FEES

- Fees are charged on an annual basis and are paid over the full DSA year. Each member will receive an invoice for the classes that they are enrolled in. This includes class fees and costumes, along with compulsory extras. Payments will continue to be deducted over the school holidays, however, you're only charged for classes over the 41-week enrolment period (Term One = 10 weeks, Term Two = 10 weeks, Term Three = 10 weeks, Term Four = 11 weeks). Payments are spread out over a 47-week period, ensuring that all contract values are completed by the end of year production. Membership fees roll over into each new term unless noted otherwise in writing.
- Payments are only accepted via Direct Debit, and are deducted weekly on a Friday. Direct Debits will only be deducted from the authorised account that is listed on the Direct Debit Form. Any fees that are paid upfront, or via direct debit, will not be refunded under any circumstances.
- The fees payable by you to us for the Afternoon School classes are set out in the invoice issued to you upon the Student's enrolment at Dynamite Studios. An invoice for your fees will be provided to you prior to your commencement date. Your class fees include all fees payable by you in relation to the Student's enrolment at Dynamite Studios, the Student's costumes for the class they are enrolled in, and any additional extras. All fees are for the full enrolment period (run over a full DSA year).
 - All failed/rejected payments will incur additional fees as per the Service Providers terms and conditions.
 - Cash or cheque payments are not accepted.
- Dynamite Studios and/or the Service Provider nominated by Dynamite Studios may charge a merchant service fee, administration and/or transaction charges and any other late payment charges (if the details you provide to us or the Service Provider are incorrect or there are insufficient funds). Any failed payments will be re-processed on a date determined at Dynamite Studio's discretion.
- Dynamite Studios reserves the right to terminate your enrolment and/or provide your information to a debt collection agency due to payments falling in arrears (subject to applicable legislation).
- **Note:** All fees must be kept up to date to allow students to continue attending classes. Any failed or rejected weekly payments will incur additional fees and charges. We ask that you contact us immediately to arrange payment if your weekly direct debit has failed/rejected.

Should you have three (3) consecutive failed/rejected weekly payments, your enrolment will be suspended or cancelled at the discretion of Dynamite Studios Management. Should this occur, your full invoice will become due and payable immediately. Failure to pay your invoice in full will result in your invoice being sent to a Debt Collector agency.

DIRECT DEBIT AGREEMENT

- If you request to have your fees deducted from your account by Direct Debit, you acknowledge that you have read and understand the Direct Debit Service Agreement, which can be found attached to this document, or on their website. A copy of this can also be requested by emailing hello@dsa.com.au.

TERMS AND CONDITIONS

ENROLMENT

ENROLMENT AND CLASS SELECTION

- Dynamite Studios may accept or reject your enrolment application in whole or in part with absolute discretion, and we are not obliged to provide any reasons for our decision.
- We accept Students based on the information provided in the Enrolment Form. In signing this Agreement, you warrant that the information provided in the Enrolment Form is true and correct in all respects.
- You must tell us immediately if you become aware of any information that you have provided in the Enrolment Form which is untrue or incorrect.
- If we determine that you have provided us with untrue or incorrect information in the Enrolment Form, we may cancel your enrolment with us, without warning.
- At Dynamite Studios, we have a minimum requirement of two classes per week due to the overwhelming number of enrolments we receive each year. Class places are limited, and we recommend securing your place in your chosen class upon enrolments opening for the new year.

ENROLMENT PERIOD

- Our Afternoon School Classes are held over a 41-week period in a calendar year (each DSA Year), each comprising four terms on dates determined by Dynamite Studios. All enrolments at Dynamite Studios are for a full dance year. If the Student's enrolment commences after the Term One start date, the Student's enrolment is accepted by us under these Terms and Conditions, and will cease at the end of Term Four.

PUBLIC HOLIDAYS AND SCHOOL HOLIDAYS

- Classes will not be held on public holidays or school holidays in Queensland, unless otherwise stated.

CHANGES AND CANCELLATIONS TO YOUR ENROLLMENT

- The terms of a Student's enrolment at Dynamite Studios is for the full duration of the DSA year. You can submit a request to change or cancel the Student's enrolment at any time by providing written notice to hello@dsa.com.au. However, once a Student is enrolled in a particular class, they will be enrolled for a minimum of one full term.
- If you wish to submit a change or cancellation of a Student's enrolment, you must do so in writing by 5:00pm on the day that is no less than three (3) Business Days before the start of the next term. Any notices not received by us by this time will be void and of no effect.
- The cancellation or change of a class can only take place during Terms One and Two, of which will take effect at the end of the Term. No changes or cancellations to classes can be made in Terms Three and/or Four. Classes and payments will continue to roll over from term to term.
- Without written notice, payments for a full term of fees will be charged. If classes are not cancelled, and the new term has commenced without the provision of notice, a full term of fees will be due and payable. No refunds/credits are applied for cancellation of classes, where the enrolment pays per term.
 - No refunds are permitted under any circumstances.
 - No enrolments can be put on hold.
 - If such notice is received by us to cancel enrolment, you must pay a cancellation fee of \$99.00 on our demand by direct transfer to our nominated bank account.
 - Dynamite Studios holds the right to cancel the Student's enrolment in any Afternoon School class by providing written notice to you if you have not paid any fees in accordance with - or the Student or you otherwise materially breaches -

TERMS AND CONDITIONS

the Terms and Conditions and such non-payment has not been remedied by you or the Student (as applicable) after we have given you at least 14 days written notice requiring its remedy.

PERFORMANCE TEAM FEE

- The Rising Artist Performance Team program requires a full year commitment, and anyone that wishes to discontinue at any stage will be required to pay for the year in full. Performance team fees are non-refundable unless sufficient evidence is shown of injury or illness. Cancellations are made at the discretion of the Artistic Director and upon the supply of sufficient documentary evidence. A refund may be made or negotiated due to illness, hospitalisation, other medical conditions or extenuating circumstances.

PRIVATE LESSONS

- Lessons are assumed to be booked for a full term. Lessons will need to be rebooked prior to the commencement of each term. Once your booking is approved, you will receive confirmation in writing of your private lesson times.
- If a lesson requires cancellation, and is booked after 12pm on any day, we require notice prior to 9am on the day of the lesson. If your lesson is before 12pm, we require notice before 7pm the day prior. If outside of these scopes, you will be charged full fees.
- All lessons are to be paid directly to the choreographer/trainer in cash prior to the commencement of the class. Routines must be choreographed and rehearsed on DSA campus, unless otherwise approved by the Artistic Director.
- All private lessons are to be arranged via administration only - there is to be no direct contact made between the parent/guardian and trainer without first communicating with administration.
- Routines and costumes must be approved by the Artistic Director prior to performance.
- Correct dance footwear must be worn at all times in all lessons, the correct uniform and attire must be worn neatly. Hair must always be up, off the face, and kept tidy in all lessons, regardless of the genre.

MISSED OR CANCELLED CLASSES

- Dynamite Studios does not offer make-up classes or refunds for any missed or cancelled group or private sessions.

FORCE MAJEURE EVENTS

- If a Force Majeure event occurs, Dynamite Studios may do any or all of the following:
 - If possible, move all classes to a remote learning mode (Eg. Online classes via Zoom);
 - Move the physical location of such classes to another place; or
 - Cancel, delay or reschedule all classes.
- To the extent permitted by law, you will not be entitled to any refund of any class fees in such circumstances.
- Dynamite Studios shall not be liable for any loss, cost, claim or demand arising as a result of a Force Majeure Event, or the steps taken by Dynamite Studios in respect of such Force Majeure Event.

PRIVACY POLICY AND PUBLICITY CONSENT FORM

- You agree that before entering this Agreement, your attention was drawn to the Publicity Consent Form and Privacy Statement annexed to this Agreement.
- DSA's acceptance of any enrolment application is subject to your acceptance of the terms of these documents and in proceeding with such enrolment you are deemed to have accepted these terms.

TERMS AND CONDITIONS

STUDENT HEALTH AND SAFETY

HEALTH OF A STUDENT

- It is your responsibility to notify Dynamite Studios of any medical complaint or history suffered by the Student that may prevent that Student from engaging in any physical or active or passive exercises or routine.

STUDENT SAFETY AND INJURIES/INCIDENTS

- You must notify us in writing immediately if:
 - the details of your Emergency Contact person noted in the Enrolment Form changes for any reason; or
 - if you suffer from any medical condition which may impact your ability to complete your training with us, or which may be exacerbated by doing any exercise or task with us.
- Dynamite Studios shall not be liable for any loss, damage, injury, claim or other demand which arises because of your failure to provide us with prompt written notice of the above matter.
- If you advise us that you have an injury or medical condition which could be exacerbated by completing a task in your training, we may suspend your enrolment with us until you are able to provide us with satisfactory evidence (usually in the form of a medical certificate from a qualified medical doctor) that our training no longer presents such a risk.
- In the event of an accident, you authorise us or our staff to obtain medical assistance if necessary until your emergency contact person can be contacted. You agree to bear the costs of such medical assistance, if necessary. Dynamite Studios does not take responsibility for any damage, loss or injury incurred during the time of study.
- To the fullest extent permitted by law, you fully release and indemnify us and our employees, contractors, officers, servants and agents (all DSA parties) from all liability in relation to personal injury sustained by you as a result of your participation in any class or otherwise at our premises, whether incurred under statute, contract, tort, or any other body of law or regulation.
 - Participation in any class or course offered by Dynamite Studios will expose you to inherent, obvious and other risks which might be dangerous or hazardous to the student. You accept and assume these risks - which include, but are not limited to, personal injury, disease, or other threat of physical harm to oneself and others, and damage to or theft of personal property.

COVID-19

- Notwithstanding any other clause in these Terms and Conditions, we may give you notice that any Academy Class is to be held online, rather than in person, for such a period we deem necessary because of the risk of COVID-19 to our staff and students. It is not necessary for a mandatory health direction to be in place for us to exercise this right. To the extent permitted by law, you will not be entitled to any refund of any class fees in such circumstances.
- From time to time, we may make rules on behaviour at our studios in order to reduce the risk of COVID-19 (or other infectious diseases spreading). Such rules may include (but are not limited to) requirements that you wear a mask and practise social distancing while in our studios. It is a requirement of your enrolment that you comply with these rules at all times.

BEHAVIOUR STANDARDS

- To ensure that we provide a safe and enjoyable place to learn and teach, we require that all students, parents/guardians of students and staff comply with the following **Behaviour Standards**:

TERMS AND CONDITIONS

- You must not record, take photographs, or use any electronic means (including mobile phones) to listen in on any student, class, or teacher (whether in a private part of the school or not) without our prior consent.
 - You must not invite persons who are not students or staff to enter or remain in the campus without our prior permission.
 - You must always follow all reasonable and lawful directions of our staff and teachers, including any rules or directions given in relation to COVID-19.
 - You must not use offensive language or engage in offensive or aggressive behaviour. We will determine whether language or behaviour is offensive or aggressive by having regard to what a reasonable person would consider fits this definition in the circumstances.
 - You must not attend our campus, or any off-campus activity organised by us if you are under the influence of alcohol or drugs (prescription or illicit).
 - You must not engage in any unlawful activity on campus, or any off-campus activity organised by us.
 - You must not engage in any behaviour which places the safety of our students or staff at risk.
 - You must comply with our Internet Usage Policy.
 - You must ensure that all assessment work submitted to us is your own work, and that you have given proper credit to any sources you have used to complete your work.
 - You must be honest in all of your dealings with us.
 - You must tell us if you have a health condition which may affect your ability to safely complete any part of our class or training.
 - You must not assist another student or staff member in breaching these Behaviour Standards or hiding a breach of these Behaviour Standards.
- If you reasonably suspect that a student or staff member has breached the Behaviour Standards, you are encouraged to report such a breach to us so that we may investigate.
 - If you breach these Behaviour Standards, we may do any the following:
 - Provide you with a written or verbal warning that you have breached the Behaviour Standards and further breaches will result in suspension or termination of your enrolment; or
 - Suspend you from classes, or attendance at our campus for a period of time determined by us. You will not receive credit towards your course during this time, and you will not be entitled to any “make up” classes, or a refund or any fees paid for such classes; or
 - Permanently terminate your enrolment. You will not receive a refund for any fees paid.
 - For the avoidance of doubt, we are not required to provide you with a warning before suspending or terminating your enrolment. We may choose what action to take based on the seriousness of the breach at the time, and any previous breaches.
 - By enrolling and attending classes with us, you agree to comply with these Behaviour Standards.

UNATTENDED MINORS

- We do not accept any responsibility for minors before or after a class or course. We may, in our absolute discretion, charge a reasonable fee if a minor is required to be supervised after the conclusion of a class.
- From time to time we may impose safety rules relating to the drop off and collection of minors. It is an essential term of this Agreement that you comply with such rules.

TERMS AND CONDITIONS

GENERAL PROVISIONS

DSA PRIVACY POLICY

- DSA will handle all personal information received in accordance with the Privacy Policy.
- You acknowledge that:
 - On signing this Agreement, you were provided with a copy of our current Privacy Policy and agree to its terms; and
 - That DSA may change the terms of the Privacy Policy from time to time without providing you notice. In this case, personal information shall be handled by DSA in accordance with the terms of the amended Privacy Policy.

LIABILITY

- To the fullest extent by law, we exclude liability for any loss, damage, death, personal injury or illness to a Student arriving at, attending or leaving a Dynamite Studios class or any activity related to the Dynamite Studios class (whether organised by Dynamite Studios or a third party on behalf of Dynamite Studios) except in the circumstances where it is caused by the gross negligence or wilful default of an employee.
- To the fullest extent by law, without prejudice to the other terms of this Agreement, we exclude liability to you for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), loss of goodwill or reputation, any other special, indirect or consequential losses or loss to third parties or consequential losses of any nature at all which may be suffered by you where that loss is incurred directly or indirectly as a result of this Agreement.

FULL AGREEMENT

- This Agreement sets out the full extent of DSA's agreement with you, and there are no further conditions, promises, warranties or agreements between yourself and DSA which are not documented within this Agreement.

THE AUSTRALIAN CONSUMER LAW

- You agree that:
 - Before signing this Agreement, you were provided an opportunity to review and obtain advice on all terms shown herein; and
 - The terms of this Agreement are fair, reasonable and necessary to protect DSA's interests.
- To the fullest extent permitted by law, any damages which you may be entitled to as a result of any contravention of the *Australian Consumer Law* by DSA shall be capped at a maximum value equal to the lesser of either:
 - the cost of DSA providing the goods or services subject to the contravention again; or
 - the total fees paid by you to DSA at the time of the contravention.
- Nothing in this Agreement shall be taken as an attempt to avoid performance of, or contract out of any provision of the *Australian Consumer Law*.

TERMS AND CONDITIONS

CHANGES TO THE AGREEMENT

- Dynamite Studios may change the terms of this Agreement at any time, without prior notice.
- If we elect to change the terms of this Agreement, we will send written notice of the changes to the email address provided by you from time to time (“**Notice of Change**”).
- You will be deemed to have accepted such changes if you do not provide written notice to us that you reject these changes within five (5) Business Days of the Notice of Change.
- If you provide us with written notice that you do not agree to the changes, we may terminate your enrolment with us.

PLEASE KEEP YOUR RECORDS UP TO DATE

- Please ensure that you keep us promptly informed of any change to your contact or payment details. We will not be responsible for any event relevant to your enrolment due to a failure by you to notify us of any relevant changes. Dynamite Studios communicates information via email and as part of this service you must have a valid email account.

OTHER

- If any provisions of this Agreement are deemed void, invalid, illegal or unenforceable for any reason, that clause may be severed without affecting the enforceability of the other provisions of this Agreement which Agreement shall, to the maximum extent permitted by law, continue to be valid and enforceable.

TERMS AND CONDITIONS

PUBLICITY CONSENT FORM

In consideration for Dynamite Studios accepting my enrollment, you _____ (the "Student") consent to being photographed, filmed and recorded in any medium, by any staff of Dynamite Studios or its agents, including but not limited to any photographer, interviewer, creative agency or media organisation listed below ("Agents"), for the purpose of promoting and reporting on the training supplied (the "Initiative").

You consent to and authorise use and disclosure by Dynamite Studios and its agents of any photographs, footage, words, images, quotes or other comments made or attributed to me, and any other personal information about me, including sensitive information, collected in connection with the Initiative (together, the "material") for the purpose of promoting and reporting on the initiative and for any related purposes including transition into and maintaining employment.

You consent to and authorise use and disclosure of the "material" to any person or organisation, including without limitation by publishing it as or as part of any report, book, newspaper advertisement, or article, television advertisement or program, radio advertisement or program and including on the world wide web and any other media at the time. I agree that it may be used at any time in the future even if information about me in it (such as my employment status) has ceased to be true or is otherwise misleading at the time of its use. To the extent I own intellectual property rights in the "material" or any part of the "material" (if any), I irrevocably grant a worldwide, transferable, royalty free licence to Dynamite Studios and its Agents to copy and disseminate them in accordance with this consent.

You agree that Dynamite Studios and its Agents;

- Are not obliged to, and have not represented that they will publish any material;
- Do not have to identify me as author or any of the material which they do publish or otherwise communicate;
- The licence granted to Dynamite Studios does not end even if my enrollment ends; and
- May edit the "material" prior to publication as it, he or she sees fit without first checking with me.

You understand that in participating in the above activity I am agreeing to do so on the basis that there is no fee payable to me for such participation. I understand that I retain the right to withdraw the consent granted in writing at any time prior to publication of the "material."

STUDENT NAME

SIGNATURE

DATE

CONSENT OF PARENT/GUARDIAN (REQUIRED IF STUDENT YOUNGER THAN 18 YEARS OLD):

You _____ are the legal parents/guardians of the above named Student hereby agree that both the Student and ourselves are bound to the terms set out within this Publicity Consent Form.

PARENT/GUARDIAN NAME

SIGNATURE

DATE

TERMS AND CONDITIONS

EXECUTION

If student is 18 years old (or older) at the time of signing:

I _____ accept and agree that I am bound to these Terms and Conditions.

STUDENT NAME

DATE

SIGNATURE

Students under the age of 18 require Parent/Guardian consent:

I _____ hereby declare that I have the legal responsibility of the minor described below, and am legally competent to accept and agree that both I and the Student are bound to these Terms and Conditions.

PARENT/GUARDIAN NAME

DATE

SIGNATURE



TERMS AND CONDITIONS

PRIVACY STATEMENT

Dynamite Studios has developed a Privacy Policy in accordance with the Privacy Act 2000 and with reference to the National Privacy Principles: collection use and disclosure, data quality and security, openness, access and correction, identifiers, trans-border data laws and sensitive information.

A copy of our Privacy Policy is available to view on our website.

I acknowledge that my attention was drawn to the Privacy Policy when I signed this Agreement.

STUDENT NAME

SIGNATURE

DATE

Students under the age of 18 require Parent/Guardian consent:

I / we _____ are the legal guardians of the above named Student hereby agree that both the Student and ourselves are bound to the terms set out within the Privacy Policy.

PARENT/GUARDIAN NAME

SIGNATURE

DATE