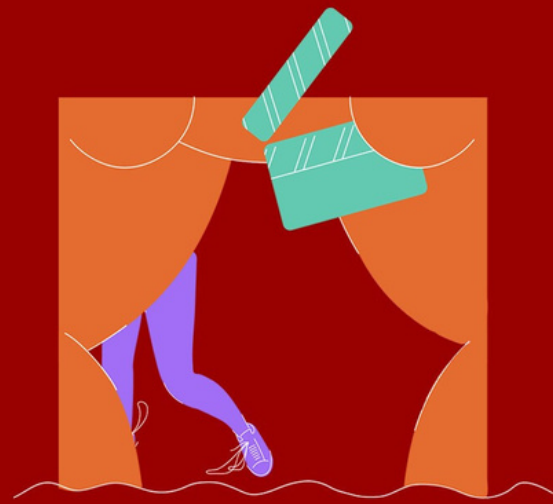


# Terms & Conditions

## 2024



**Fees are payable on a semester basis (two terms) up front and are non-refundable**, except in extenuating circumstances. If a student withdraws from the program due to extenuating circumstances, a credit on missed classes will be offered from the date that Action Drama Studio (ADS) receives notice of cancellation. This credit may be used for future classes and workshops (with the exception of excursions) and is transferrable to other members of the family. Credit on file expires after one year. Refunds may be offered at the discretion of the director, however this is only in the case of extenuating circumstances where credit is unable to be used. Evidence is required and an admin fee of \$50 + GST will be deducted to process the refund.

**Re-enrolment from Semester 1 to 2 is automatic.** Parents will be emailed Semester 2 Invoice prior to Term 3 commencing. If your child does not wish to continue after Semester 1, written notice (email) must be provided, prior to the conclusion of Semester 1.

**Individual class payments are not an option** because all costs to ADS including staffing, studio hire and advertising are based on a minimum semester fee, per person. Holding a place in class may prevent another student enrolling.

**Part semester fees are not an option** as costings are based on a full semester. The exception to this is when a new student enrolls later in the semester. Students who join late in the semester will be offered a pro-rata discount, depending on which month they start.

**Refunds are not possible for missed classes**, however students are welcome to attend a make up class at another studio location, provided there is an available place in a suitable class and it is an appropriate time i.e. not too close to scheduled performances or productions.

**Classes DO NOT operate on public holidays.** Wherever possible, extended rehearsals will be offered prior to end of semester performances to make up for lost time.

### Timetable alterations

Action Drama Studio has the right to vary advertised classes, times, days, locations and fees. The student or parent/guardian of a student is unable to make a claim in regard to any alteration.

### Drop and Go Policy

There is no facility for parents, family or friends to stay and watch classes at any studio. This gives teachers opportunity to encourage student independence and to prepare children for performances without distractions. Parents will be invited to a mid-year and end of year performance.

### **Free Trial Lesson**

All new students are entitled to one free trial lesson per year only. ADS promotions and vouchers cannot be used in conjunction with each other.

### **Third Party Software**

ADS offers third party software to process payments for added convenience e.g. Stripe, PayPal, TryBooking. Please refer to the terms and conditions of these services. These terms, including charges to customers by these companies are outside of ADS' control. ADS also absorbs charges from these services on their side. ADS does not add any of their own extra fees to customers for online or credit card payments.

**Discount codes** are provided to customers to receive early bird discount and for pro-rata enrolment. If the discount code is not entered on enrolment, ADS is unable to reverse the payment.

### **Overdue Fees**

Fees which are overdue by 4 weeks (28 days) or more will incur a 10% late fee to cover the extra administration costs associated with collecting overdue fees.

In the event of non-payment of fees, the student (if an adult) or the parent/guardian (if the student is under 18 years) will be liable for all costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitors' costs) incurred to recover the fees.

### **Medical Emergencies**

In case of accident or untoward incident, consent must be given by parent/guardian of student for any necessary medical treatment/services and they must agree to meet any expenses incurred.

### **Important Student Information**

ADS needs to be informed when any details previously stated on the Enrolment Form have changed, especially contact details and relevant medical information.

### **Privacy**

Personal information will be stored in accordance with current privacy legislation.

### **Inclusion and Equity Policy**

ADS prides itself on providing a safe, welcoming and supportive environment for all members of our school community. We are committed to the fair and equitable treatment of all individuals regardless of their background or personal attributes. Bullying, harassment or any other forms of inappropriate behaviour targeting individuals based on their personal attributes may result in students being withdrawn from classes. Refunds cannot be guaranteed in regard to such a withdrawal and will be at the discretion of ADS. Please refer to our Inclusivity Policy, published on the ADS website for more information.

### **Behaviour Policy**

ADS expects and encourages positive behaviour at all times, with an emphasis on creating a safe learning environment for all. If a child, adult student or parent presents a behavioural problem that is threatening to others (physically or psychologically), causes actual harm or prevents other students from learning and enjoying their experience at ADS, this may result in withdrawal from class. Refunds cannot be guaranteed in regard to such a withdrawal and will be at the discretion of ADS. Please refer to our Behaviour Policy, published on the ADS website for more information.

## **Agreement on Enrolment**

Parent/guardian must warrant that their child does not suffer from any illness, disorder or injury that would render it unsafe for them to take part in ADS classes and that if the teacher requires any information or instructions for the safe management of the student, this information must be included on the registration form. Adult students must also disclose if they have any illness, disorder or injury that would render it unsafe for them to take part in ADS classes.

Action Drama Studio teachers and assistants will take all reasonable care of students. Parents agree to not hold them or ADS responsible for any damage and/or loss of property and/or accident/injury that may occur in on any ADS premises, on location or whilst rehearsing, filming or performing e.g. events, end of year performance.

It is a condition of enrolment that permission is given for video and photographs to be taken of all students during classes, workshops, rehearsals and performances. Videos and photographs may be used in ADS advertising, unless the parent requests non-publication of their child's image.

## **Unforeseen Costs to ADS**

Where there are costs to ADS associated with breach of enrolment, these costs must be worn by the parents and will be invoiced accordingly. Failure to pay these costs, may result in discontinuation of enrolment. The following are examples of such costs and are not an exhaustive list.

- Students must be collected promptly at the end of class. Where a teacher must wait longer than 5 minutes with a student who has not been collected, there is a charge of \$20 for 15 minutes. This is to cover the cost of teacher's time.
- Where a parent does not collect their child from class or any ADS event and is uncontactable, all expenses relating to ADS staff assisting the child to return home safely must be worn by the parent/carer. To ensure the safety of all parties, this may include the cost of two staff members accompanying the child home, as well as any transport costs e.g. Taxi, Uber

## **Natural Disaster and Pandemics**

In the event of a government mandated lockdown restricting classes from taking place in person, all classes will move online. Whilst all efforts will be made to keep classes at the same time, ADS reserves the right to amend an online timetable in the event of staff unavailability, illness etc.

Students who cannot participate in online classes due to personal circumstances or preferences will be offered a credit for lessons missed. This will need to be communicated to ADS by a parent before the class has taken place. Credits will not be applied retrospectively once a class has already been missed.

Students who cannot participate in online classes due to medical or extenuating circumstances may be offered a refund at the discretion of ADS.

ADS will remain compliant with all mandated public health orders by the acting Chief Health Officer (CHO) and Department of Health & Human Services (DHHS). In the event a student is not compliant with mandated public health orders, they will not be permitted entry to classes/performances.