



TERMS AND CONDITIONS 2019

1. Our agreement with you

As parent/ student these terms and conditions form the basis of your agreement with Colour City Dance. Enrollment is compulsory before commencing class.

2. Refunds, Discounts and Credits

As fees are paid by term, no refunds or discounts or credits are given for missed classes or if students leave during the term. Students can attend another class to make up for missed classes.

3. Class Requirements

Colour City Dance request that students are taken to the toilet before class. Students need to be punctual, well presented and dressed in uniform. All students must do a ballet class. It is up to the Principals discretion when this term may change.

4. Fees

Fees are charged on a per term basis and are to paid by the due date on the invoice (this applies to discounts). Interest of 5.5% will be charged on the unpaid amount monthly. Legal action will be taken to recover the unpaid fees, the costs of which will be borne by you. Parents acknowledge that there are additional costs and the same conditions apply for any additional costs outstanding.

5. Communications

Communication will be primarily by text or email otherwise by appointment. Please do not disturb teachers during class time. Parents are responsible for their own IT virus protection.

6. Working with Children

All employees, contractors, sub-contractors, parent helpers are required to have a working with children check if working with Colour City Dance students.

7. Conduct for learning in the School.

Any behaviour by parents or students which may affect other students or parents or the delivery of teaching or the operations, earning capacity or the reputation of Colour City Dance will result in dismissal from the School and possible further legal action. All costs associated with any legal action will be borne by the parents.

8. Consent

You consent to Colour City Dance employees, helpers or contractors taking your child to the toilet if required, apply first aid in the event of an emergency, physical contact in relation to dance correction and instruction, take photographs for Colour City Dance promotional or marketing activities and understand to the risk associated with dance activities and the possibility of injury (as outlined in Clause)

9. Limit of Liability

Colour City Dance does not exclude or limit-

- (a) the application of any provision of any statute (including the Trade Practices Act1974) where to do so would contravene that statute or cause any part of this clause 7 to be void; or direct losses and damages which arise only as a result of Colour City Dance gross negligence (which means where Colour City Dance commits an act or allows an omission to occur in reckless disregard the consequences of the act or omission). 7.2 Except where clause 7.1 applies, Colour City Dance excludes all statutory liability (Including but not limited to liability in negligence), the general law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages, and costs incurred by you, arising out of or relating to the attendance at class, including, but not limited to, liability for gross negligence and except to the extent clause 7.1 (a), Colour City Dance is not responsible or liable for any indirect consequential or economic damage.