

Director: Danielle Courtier M: 0429 386 243
All correspondence to: Studio location:
PO Box 13R Suite 3/1247 Howitt Street
REDAN VIC 3350 WENDOUREE VIC 3355



E: danielle@generatedance.com.au
W: <https://generatedance.com.au/>

GENERATE DANCE POLICIES AND TERMS OF ENROLMENT

Enrolment:

An Enrolment Form must be completed to ensure a place in a class. By signing the Enrolment Form, you agree to the Policies and Terms of Enrolment of Generate Dance.

Safety:

Generate Dance and its Director will not take responsibility for students or other persons whilst outside the studios. Responsibility for students outside the studio lies with the student (if over 18 years of age) or student's parent or guardian (if under 18 years of age). Students under the age of 18 years will not be released from class until a parent or guardian is seen by the teacher.

Accessibility:

The host building is a commercial premises with stairs only to the first floor therefore access cannot be guaranteed for those who have mobility issues. If you have any concerns, please seek information from the Director.

Notifications:

From time to time, email notifications will be sent with updates and news. Please ensure Generate Dance is set up in your email system to land in your inbox and not junk mail so important information is not missed.

Uniform:

Whilst Generate Dance does not have a formal uniform it is a requirement that the student be ready for class. This includes:

- Hair is neatly tied back and in a bun for ballet.
- Students must come to class wearing appropriate fitted dance wear and dance shoes for the style of class they are attending. Excess clothing must be removed prior to classes.

Valuables/Lost Property/Damage:

Generate Dance and its Director are not responsible for the loss or damage of any valuables or personal items. Parents/guardians of persons under 18 years of age are liable for any damage caused by the person to the studio and any studio contents including the dance flooring and glassless mirrors. Persons over 18 years of age are liable for any damage caused by that person to the studio and any studio contents, including the dance flooring and glassless mirrors.

Class Absences:

Please provide 24 hours' notice to Generate Dance of any planned absences from classes. In the event of unplanned/illness absences please notify Generate Dance as soon as is practicable.

Discontinuation of Classes:

Written notification is required of a student's intention to discontinue classes with Generate Dance. Any outstanding fees payable in respect of the current term remain payable. Any fees paid in respect of the current term are not refundable.

If, in the event that Generate Dance cancels class/classes due to COVID-19, unforeseen illness or unplanned leave, Generate Dance will notify students via email and/or text as soon as is practicably possible. In these circumstances, online classes may be offered as a replacement or class credit/s may be applied at the Director's determination.

Public Holidays:

Generate Dance is closed on Public Holidays.

Timetable:

Generate Dance reserves the right to modify the timetable at any time. Parents and students will be notified as soon as possible of any changes.

Fees:

Fees are per term – please refer to the fee schedule. Fees paid are non-refundable. Payment is by via bank transfer, due and payable as per invoice details. If any fees are unpaid for a period in excess of 30 days from the commencement date of term Generate Dance shall have the right to: refuse the student entry to class/es, and/or take debt recovery proceedings. Special events are payable at the time of making a reservation; the selected booking system will require you to make payment at the time of booking.

Financial Difficulty:

If a student, parent or guardian is experiencing financial difficulty, they may request a payment plan by contacting Generate Dance. Payment plans may be offered by agreement between the parties and are subject to approval by the Director, acting reasonably and having regard to the individual circumstances of the request. Any approved payment plan must be confirmed in writing.

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Private Coaching:

Please refer to the Generate Dance schedule of fees. We appreciate a minimum 24 hours' notice of cancellation of private coaching booking/s or the full fee may be charged. Generate Dance reserves the right to utilise the services of substitute or guest teacher/s without prior notice.

Food & Drink:

No food or drink is to be consumed in the studio itself or during class, other than water from a leak-proof bottle.

Choreography:

The creator retains ownership of all intellectual property rights, including copyright, in any choreography and artistic works created by the creator, unless otherwise agreed in writing. The creator grants Generate Dance a perpetual, non-exclusive, royalty-free license to teach, rehearse, record and otherwise use the choreography and related artistic works created under this agreement for educational, promotional, administrative and archival purposes. The creator also grants Generate Dance a perpetual, non-exclusive, royalty-free license to record, reproduce, communicate and use video, photographic and audiovisual recordings of the Creator's artistic work for promotional, educational and archival purposes. Where reasonably practicable, Generate Dance will acknowledge the creator as the creator of the choreography and artistic work in programs, promotional materials and other public communications.

Nothing in this agreement transfers ownership of the creator's copyright to Generate Dance, nor does it limit, exclude or otherwise affect the creator's moral rights under the Copyright Act 1968 (Cth).

Photography/Videography:

By enrolling with Generate Dance, you accept that any photographs or video recordings taken during performance or class may be used for publicity, advertising and on our website. All classes are video recorded for the purposes of training and correction, student development and Health & Safety.

Privacy & Confidentiality:

Generate Dance is committed to protecting the privacy and confidentiality of personal information collected from students, parents, guardians, staff and contractors.

Generate Dance will not disclose, sell or otherwise provide personal information to third parties except where:

- the individual has provided consent;
- the disclosure is required or authorised by law; or
- the disclosure is reasonably necessary for the operation and administration of Generate Dance and is permitted under applicable privacy laws.

Generate Dance will take reasonable steps to collect, use, store and protect personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, to the extent applicable. Personal information will only be used for the purposes for which it was collected or for related purposes permitted by law.

Risk Acknowledgement and Limitation of Liability

Participation in dance classes, rehearsals, performances, workshops and other activities conducted by Generate Dance involves inherent physical risks, including the risk of personal injury. By enrolling and participating, students and parents/guardians acknowledge and accept these inherent risks. Generate Dance will take reasonable care to provide a safe environment for participants. However, to the extent permitted by law, Generate Dance is not liable for any loss, damage or injury arising from the ordinary risks associated with participation in dance and related activities.

Nothing in these terms excludes, restricts or modifies any rights or remedies that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law. Any limitation of liability contained in these terms applies only to the maximum extent permitted by law.

Physical Contact:

Demonstration of exercises and personal correction requires some physical contact from time-to-time in order to assist understanding of movement. Physical contact may be required if first aid needs to be administered.

I have read, understand and agree to the above Policies and Terms of Enrolment.

Parent/Guardian Signature: <i>(if student is under 18 years of age)</i>		Date:
Student Signature: <i>(if student is 18 years of age or over)</i>		Date: