

## Academy Terms and Conditions

### Definitions Used in this Agreement

- Agreement means this agreement.
- Dynamite Studios/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 that is out of our control, and which reasonably prevents us from providing the part or all of the course in which the Student is enrolled, 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, Dynamite Studios 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, Dynamite Studios shall be entitled to presume that the Student was at least 18 years old at the date of enrolment.

### Selection and Enrolment

#### *Enrolment and Class Selection*

- 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 that 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.
- Student enrolment is based on:
  - the prospective Student's application being fully completed;
  - be an Australian or New Zealand resident/citizen; or
  - an overseas resident with the ability to obtain a student visa;
  - be able to communicate, comprehend and write effectively in English;
  - complete a successful audition to secure a place in a course;
  - all required documentation being submitted, including the Student's USI
  - fees paid per Dynamite Studios' 'Fees and Refund Policy and Procedure'; and
  - consent and fair conditions being read, understood, agreed to and signed.
- 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.

#### *Enrolment Period*

- Our Academy classes are held over a 37-week period in a calendar year (Dynamite Studios 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 1 start date, the Student's enrolment is accepted by us under these Terms and Conditions and will cease at the end of Term 4.

#### *Public Holidays and School Holidays*

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

#### *Missed or Cancelled Classes*

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

#### *Attendance*

- Attendance in the course of study is compulsory. To achieve the maximum results students are advised that any more than a total of six (6) days absent throughout the entire course may compromise their achievements. Any student who exceeds the recommended leave will need to apply for special consideration in order to complete the program in the time frame or retain their place in performances.
- Students missing more than three (3) classes total through Terms 3 and 4 may result in the student being removed from routines in the Graduation Concert. This would be at the sole discretion of the trainer/assessor/teacher choreographing or cleaning the routine. In these circumstances, no refund for additional extras will be paid. Special circumstances will require discussion with the Artistic Director.
- **New 2025:** At Dynamite Studios Australia, we are committed to maintaining a high standard of performance and professionalism. To ensure all students are meeting the expectations of our program, we reserve the right to withdraw students from performances or performance opportunities if attendance, behaviour, and/or skill progression does not meet the required standards. This decision will be made at the discretion of Dynamite Studios Australia, with the goal of supporting a positive experience for all involved in our Accredited Courses programs.

#### *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:
  - 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 on 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 concerning COVID-19 (or any other public health event);
  - 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 or off 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 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 that may effect your ability to safely complete any part of our class or training; and
  - 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 of 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 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 of 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.

### Qualification

- Studying towards a qualification at Dynamite Studios does not guarantee that you will complete a qualification or be issued with a certificate/statement of attainment. All theory and practical competencies need to meet the requirements of the training packages prior to awards being issued.
- Dynamite Studios makes no representation, warranty or promise that completion of a qualification will result in the student receiving any offer of employment or other work (whether paid or unpaid).

### Assessment

- Assessment is the process of collecting evidence and making judgements on whether competency has been achieved, to confirm that a student can perform to the standard required in the industry as specified in a training package or VET-accredited program.
- Assessment is conducted following the principles of assessment and the rules of evidence.
- Assessment may include a range of written and verbal methods as well as practical demonstrations.
- Dynamite Studios adopts an industry-engagement strategy that strives to involve the industry in the development and maintenance of training programs, resources, and assessment through participation in validation activities, utilising opportunities for trainer and assessor staff to return to the industry and - where possible, with minimal interruption to productivity - conduct training and assessment on site.
- To adequately prepare for each assessment task students must ensure that they have read all the assessment instructions, clarified any areas they are unsure of with their Head of Educational Studies, and discussed any factors that could influence their ability to successfully complete the task.
- Students are required to keep a copy of their assessment tasks and associated documentation as evidence of tasks being submitted.
- If lost or misplaced, it is the student's responsibility to provide a further copy.
- For each assessment task completed, students will receive a '(S) Satisfactory' or '(NYS) Not Yet Satisfactory'. When all assessment tasks have been submitted for a unit of competence students will receive either a "(C) Competent" or "(NC) Not Competent" result. Students must successfully complete each assessment task to be deemed "(C) Competent".
- Where re-assessment of a task is required, or the need for more training is identified, students are provided with detailed feedback, and a plan for reassessment is developed.
- Students have three (3) attempts at a task. That is, if the first attempt does not meet the performance criteria, a student will be allowed to resubmit twice more only. If further attempts are required, these must be submitted within the duration of the course.
- Should a third (3) attempt be required, resubmission fees will apply.
- An additional invoice for resubmission fees for each applicable task will be issued. This invoice will be due and payable immediately upon receipt of issue.
- For students under the age of 18: if a parent/guardian wishes to be involved in their child's studies, they are encouraged to monitor and manage the Google Classroom relevant to their course.

### Payment

#### Payment of Fees

- Fees are charged on an annual basis and are paid over the full dance 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 72-week enrolment period. Payments are spread out over 90 weeks, ensuring that all contract values are completed by the Graduation Concert in the second year. 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.
- Payees of students are asked to sign the terms and conditions upon Student Enrolment confirming that they have been provided with sufficient, relevant information in which to make an informed enrolment decision. Full payment of fees is required before any issuance of an award or qualification.

#### Payment of Fees

- Failure to pay scheduled fees may lead to a discontinuation of training or a delay in the issuance of an award until the outstanding fees have been paid. Dynamite Studios uses the assistance of debt collection agencies to retrieve outstanding fees greater than 30 days. Where training discontinuation or a delay in the issuing of an award is likely, students will be informed of their rights and responsibilities. Dynamite Studios retains all evidence of fees collected in the financial records and all attempts to recover outstanding fees are kept on the student's file.

#### 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. A copy of this can also be requested by emailing [hello@dsa.com.au](mailto:hello@dsa.com.au).

#### Cooling-Off Period

- After completion of enrolment, a student has a 14-day cooling-off period to cancel their enrolment.
- If you wish to withdraw during the cooling-off period, you must provide us with written notice of your intention to do so by 5:00pm on the 14<sup>th</sup> day from completion of your enrolment. If you do not provide us with notice by this time, you will be required to pay all fees associated with the course.

#### *Withdrawal*

- Dynamite Studios is committed to ensuring that we provide accurate information to students about our services, courses and qualifications prior to the commencement of any formal studies. If problems arise during studies, we offer a range of support services to students to ensure they can complete their studies and boast an excellent completion rate. A student who withdraws (or is suspended or terminated) from a course or qualification after the cooling off period or once they have commenced study will incur full fee liability. Any student wishing to withdraw or defer their studies must apply in writing before disengaging from their course. Payments will continue for the full duration of the program as agreed with no refund for fees or additional fees paid.

#### *Deferment*

- Students who wish to defer their enrolment in a course must email Dynamite Studios clearly stating the reason why the deferment is requested, the period of time requested to defer, and - where appropriate - the official documentation that supports the reasons for requesting the deferment.
- Dynamite Studios reviews each request on a case-by-case basis, taking into consideration the individual's circumstances, the time requested, and the student's progress in the course. Students will be notified in writing of the outcome of their deferment application within seven (7) working days.

#### *Refunds*

- Dynamite Studios is committed to ensuring fair and reasonable refund and withdrawal practices in accordance with the standards for NVR Registered Training Organisations (RTO) and consumer law. The following principles underpin the Dynamite Studios refund and withdrawals process:
  - Due Care and Skill: All qualifications are delivered by suitably qualified and experienced personnel and are in accordance with Standards for Registered Training Organisations (RTOs) 2015.
  - Fitness for Purpose: Prior to enrolment or the commencement of training, Dynamite Studios provides advice to prospective learners about the training products appropriate to learner needs and takes into consideration the individual's existing skills and competencies.
  - Completion within a reasonable timeframe: The amount of training and volume of learning are consistent with the Australian Qualification Framework (AQF) specifications.
  - Transparency: Details of Dynamite Studios' payment terms and conditions, fees, refunds, and withdrawals and deferrals are publicly available.
  - Accountability: Dynamite Studios does not accept liability for loss, injury or damage suffered if a student decides to withdraw from a course.
- A refund will be issued when a qualification or course is cancelled by Dynamite Studios, or Dynamite Studios ceases operations. A refund will not be offered when a student has already commenced training in a qualification or course, or a student withdraws from the qualification or course prior to the course commencing after the cooling off period has ended.

### **General Conditions**

#### *Health and Safety*

- 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 your enrolment form change for any reason; or
  - 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 that 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 that 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, contractor, 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 the 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 that 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 period we deem necessary because of the risk of COVID-19 to our staff and students. A mandatory health direction doesn't need 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 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 practice social distancing while in our studios. Your enrolment requires that you comply with these rules at all times.

#### *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.
- Dynamite Studios' 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.

#### *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 Dynamite Studios' agreement with you, and there are no further conditions, promises, warranties or agreements between yourself and Dynamite Studios that 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 Dynamite Studios' 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 Dynamite Studios shall be capped at a maximum value equal to the lesser of either:
  - the cost of Dynamite Studios providing the goods or services subject to the contravention again; or
  - the total fees paid by you to Dynamite Studios at the time of the contravention.
- Nothing in this Agreement shall be taken as an attempt to avoid the performance of or contract out of any provision of the Australian Consumer Law.

#### 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 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.

### Student Certification

I hereby declare that:

- I accept and agree to be bound to the Terms of Enrolment.
- The information provided to the RTO in the application for study is to the best of my knowledge true, correct and complete at the time of my enrolment/application.
- Dynamite Studios has my permission to conduct relevant checks to confirm my visa status.
- I understand that Dynamite Studios must receive verification of my visa status to accept my enrolment.
- I have been advised that by providing false information and/or failing to disclose any information relevant to my application for enrolment and not completing my enrolment form may result in the withdrawal of any offer.
- I understand it is my responsibility to provide all relevant and required documentation requested to complete my enrolment.
- I have been provided with accurate and relevant information prior to my enrolment to inform my decision on the Qualification and selection of units in which I will and/or have enrolled.
- In the event of any emergency I authorise Dynamite Studios to contact my emergency contact and take all reasonable steps necessary to ensure my safety/wellbeing, including ambulance travel, medical treatment and hospitalisation, etc.
- I am responsible for any and all costs associated with ensuring my safety and wellbeing including but not limited to ambulance travel, medical treatment and hospitalisation.
- I have been provided with accurate and relevant information about fees, charges and refunds and accept the fees and charges that apply to my enrolment and the circumstances in which they apply.
- I have been provided with a copy of the Student Handbook and the contents have been explained to me.
- I have given permission to Dynamite Studios to obtain any information regarding my enrolment at another RTO or educational facility including but not limited to: details of Qualifications, Statements of Attainment, Statements of Results achieved and dates on which these were achieved and awarded.
- Skills Recognition has been discussed with me; including Credit Transfer and Recognition of Prior Learning (RPL).
- I have given my permission for my satisfaction survey comments and/or photography or videography to be used for promotional and improvement purposes.

Student Name:

Signature:

Date:

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

*I hereby declare that I have the legal responsibility of the minor described above, and am legally competent to certify that the details provided in this enrolment and 'Student Certification' are understood, acknowledged, true and correct.*

Parent Name:

Signature:

Date:

## Publicity Consent Form

In consideration for Dynamite Studios accepting my enrolment, I \_\_\_\_\_ (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').

I consent to and authorise the 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.

I consent to and authorise the 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, 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.

I 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 the 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 enrolment ends; and
- May edit the "material" prior to publication as it, he or she sees fit without first checking with me.

I 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:

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

I, \_\_\_\_\_, am the legal guardian of the abovenamed Student and hereby agree that both the Student and myself are bound to the terms set out within this Publicity Consent Form.

Parent Name:

Signature:

Date:

## Acknowledgement and Consent for Physical Contact

By enrolling your child(ren) in acrobatics and aerial classes offered by Dynamite Studios, you acknowledge and accept that the nature of these classes necessitates physical contact between instructors and students to ensure safety, provide proper instruction, and support skill development. This contact may include spotting during acrobatics and aerial maneuvers to prevent injury, assist in the execution of skills, and facilitate learning in a supportive environment.

Our instructors are trained to engage in physical contact with students professionally and respectfully, adhering to the highest standards of safety and conduct. Your consent for such physical contact is required for your child's participation in these classes.

### *Acknowledgement of Physical Demands and Consent for Participation*

You recognise that acrobatics and aerial classes are physically demanding and involve stretching and strength-building exercises that are inherent to this form of physical activity. Participation in these activities may result in muscle soreness or discomfort, which is a normal response to the physical exertion associated with learning acrobatics and aerial skills.

By allowing your child(ren) to participate in these classes, you consent to their engagement in these physical activities and acknowledge the physical demands of such participation. You affirm that your child(ren) is in good physical health and capable of taking part in the classes without undue risk. Should any health issues or concerns arise that may affect your child's participation, you agree to inform Dynamite Studios promptly.

### *Acknowledgement of Risk of Injury*

Participation in acrobatics and aerial classes comes with the inherent risk of injury, even where all proper safety precautions have been taken. Injuries can occur for several reasons, including – but not limited to – participants not performing an exercise correctly, or performing an exercise with a pre-existing injury. Injuries can happen to experienced participants as well as beginners.

While we take all reasonable steps necessary to provide a safe learning environment, you – by enrolling your child(ren) in this class - acknowledge that (a) it is not possible to guarantee that no participant will suffer an injury, and (b) your child(ren) will be subject to the inherent risk of injury referred to above.

By agreeing to these Terms and Conditions, you, as the parent or legal guardian, grant your consent for your child(ren) to participate in the acrobatics and aerial classes under the conditions outlined above. You agree to release Dynamite Studios, its instructors, employees, and agents from any claims, demands, and causes of action arising from your child's participation in these classes, to the extent permitted by law.

Parent Name:

Signature:

Date:



## 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, \_\_\_\_\_, am the legal guardian of the abovenamed Student and hereby agree that both the Student and myself are bound to the terms set out within the Privacy Policy.

Parent Name:

Signature:

Date:

## Leaving Premises

**To: Dynamite Studios Parent**  
**From: Abbe Bradbury** *Artistic Director*

Dear Parent/Guardian,

You have received this permission note, as your son/daughter is under 18 years of age. Some of our training for fitness/excursion requires the students to train off campus. This permission note provides us with permission for your son/daughter to leave our institution inside of course hours.

I \_\_\_\_\_ give permission for \_\_\_\_\_ to leave Dynamite Studios premises to participate in fitness/excursion activities during course hours.

For further permission information please have no hesitation in contacting [abbe@dsa.com.au](mailto:abbe@dsa.com.au).

**Warm regards,**  
Abbe Bradbury  
Artistic Director - Dynamite Studios  
[abbe@dsa.com.au](mailto:abbe@dsa.com.au)

Parent Name:

Signature:

Date:

## Participation Waiver

Dynamite Studios takes all responsible care in the conduct of its classes; we accept no responsibility for injury or loss caused during classes or whilst participants are at or near the dance studio.

Our Terms and Conditions of Enrolment sets out the manner in which we deal with student health and safety and in enrolling in a course with us you are bound to these terms

You are responsible for ensuring that you are physically and medically fit for the class, and during the class, you must always take care of your own personal safety. Individuals must recognise and be mindful of their own limits prior to participating in a class.

By signing this waiver, I/We Consent for our Child/Children to participate in Dynamite Studios classes. In the event of an accident, I give authorisation for staff to obtain medical assistance if necessary until I/We can be contacted and subsequently accept medical expenses incurred.

Student Name:	Signature:	Date:
Parent Name:	Signature:	Date:

## Internet Usage Policy

Internet resources are of critical importance in facilitating student learning at Dynamite Studios. Internet access is provided to students for educational purposes only.

Dynamite Studios has specific guidelines relating to internet usage. This document has been developed to inform users of their rights, responsibilities and obligations when using the Dynamite Studios internet to ensure that it is used in an ethical, legal and responsible manner. The requirements and rules set out below apply to all devices connected to the Dynamite Studios internet, including student laptops and mobile phones.

Please read this document carefully. Each student and his/her Parent/Guardian must sign the acknowledgement to confirm that they understand the requirements of responsible use and the potential consequences of a breach of this policy.

### Responsibility of Users

1. Students must only access the Dynamite Studios internet for school work.
2. Students must not:
  - a. buy or sell items or services over the internet;
  - b. access social media sites, such as Facebook, Instagram and Snapchat;
  - c. access or enter chat rooms;
  - d. access, post or send inappropriate internet or email content, especially content that is illegal, dangerous, obscene or offensive;
  - e. stream movies, videos or media clips that are not directly related to school work;
  - f. deliberately negligently install computer viruses or malicious programs; or
  - g. access or intercept emails sent to other persons.

### Confidentiality and Cyber Safety

3. Students should be aware that material they post on internet sites (including social media sites) may be accessible to the public. The content of posts on these sites may have personal implications for students if, for example, potential employers access that material. The content of posts also reflects Dynamite Studios. Once information is on the internet it may not be possible to remove it.
4. Students should not display personal information about themselves or others in a public way. For example, students should not post their own or anyone else's address, telephone number or other personal details on the Internet or communicate these details in emails. Students should not distribute someone else's personal information without their permission.
5. Students should be aware that persons on the internet might not be who they say they are. Students must not arrange to meet persons whom they have met on the internet.
6. Dynamite Studios may be required by law to provide data, such as activity logs, and complete privacy and confidentiality cannot be guaranteed.
7. Students need to be aware that all emails sent from a student's email address (ending in: eq.edu.au) are monitored by the Department of Education. Obscene or offensive language will not be tolerated and the students will be contacted by the Department if they feel the student has sent an inappropriate email. It is highly recommended that all students set up a separate email account to communicate with friends and family.

### Responsible Use of the Internet

8. Where disclosure of personal information is made through authorised avenues, for example, by the use of email or an official website, students should be aware that invasions of privacy may sometimes occur and it is outside Dynamite Studios' control to prevent such instances from occurring.

### Cyberbullying and Defamation

9. Students must not use email or the Internet to say mean, rude or unkind things about other people or send threatening, harassing or offensive messages.

### Security

10. Students must have anti-virus software installed on any computer that will be accessing the DSA Internet.
11. Students must select a secure password and keep their username and password information private. The password should be changed regularly and should be difficult for other people to guess.
12. Students must not use another person's name and password to access another device.
13. Students are strongly advised to log off their computers when they are not at their desks.
14. Students must report a suspected breach of security immediately.

### Copyright

15. Copying or downloading material from the internet may be a breach of copyright or other intellectual property rights. Students must not use DSA Internet to copy, download, store or transmit any such material, this may include music files, movies, videos or any other form of media.

### No Warranties Given

16. Dynamite Studios gives no warranty that:
- a. the internet resources provided will be available and operational at all times;
  - b. the internet connection provided by Dynamite Studios is private, encrypted or otherwise secure for any device connected to it; or
  - c. material which is offensive, or inappropriate or harmful will be filtered or blocked from viewing by students.
17. All students accessing the internet via resources provided by Dynamite Studios do so at their own risk.
18. Dynamite Studios shall not be liable to any student or third party for any loss, damage, claim, demand or other cost arising as a result of any interruption of service, virus (or other malicious code) or inappropriate material caused or received through the internet resources provided by DSA.

**Consequences**

19. Students who breach this policy will be disconnected from the server. Cases of serious, deliberate and/or criminal breach will be referred to external authorities and may result in civil or criminal proceedings.

I \_\_\_\_\_ have read and understood the Dynamite Studios Internet Usage Policy. I agree to abide by the rules and guidelines and understand that a breach of this policy may result in the loss of internet privileges.

Student Name:	Signature:	Date:
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***Students under the age of 18 require Parent/Guardian consent:***

I, \_\_\_\_\_, am the legal guardian of the abovenamed Student and hereby agree that both the Student and myself are bound to the terms set out within the Internet Usage Policy.

Parent Name:	Signature:	Date:
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