

Enrolment Terms and Conditions

Student Details		
Student Name:	Date of Birth:	Department:
Student Name:	Date of Birth:	Department:
Student Name:	Date of Birth:	Department:

Parent/Guardian/Payee Details
Parent/Guardian Name:

Enrolment 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 program 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

- 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 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.
- At Dynamite Studios, we have a minimum requirement of two (2) 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 enrolment opening for the new year.

Enrolment Period

- Our classes are held over a 40-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 lessons.

Changes and Cancellations to your Enrolment

- The terms of a Student's enrolment at Dynamite Studios Australia is for the full duration of the Dynamite Studios Australia year. You can submit a request to change or cancel the Student's enrolment at any time by providing written notice to enrolmens@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 1 and 2, which will take effect at the end of the term. No changes to classes can be made in Terms 3 and/or 4. 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 a 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 placed on hold;
 - If such notice is received by us to cancel the enrolment, you must pay a cancellation fee of \$99.00 on our demand by direct transfer to our nominated bank account;
 - Dynamite Studios Australia 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 breach) 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 Program

- The Performance Team Program requires a full-year commitment, and anyone who 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.
- Students missing more than three (3) classes total may result in the student being removed from routines performed at competitions, concerts, and special events. This would be at the sole discretion of the Artistic Director/Head of Department or trainer/choreographer cleaning the routine. In these circumstances, no refund for additional extras will be paid. Special circumstances will require discussion with the Artistic Director or Business Manager.
- Being a member of the Performance Team requires you to always attend your scheduled classes, and always work at a high standard. Performance Team students are representing the studio at competitions, events and in classes, and are expected to show 100% loyalty and commitment to the studio at all times. Your commitment to DSA and the Performance Team should be your priority.
- Whilst we do encourage students to get involved in extracurricular activities - such as school musicals - it is imperative that all Performance Team events, rehearsals, and performances are the number one priority. Performance Team members are required to be available for all competitions and events on the DSA calendar. As a member of our Performance Team Program, students are exclusive to Dynamite Studios Australia. Classes at other studios or establishments are not welcome to Performance Team members. Anyone who is not able to make an event will be placed out of the relevant routines.
- 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 Performance Team 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 Performance Team members.

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 12:00 pm on any day, we require notice prior to 9:00 am on the day of the lesson. If your lesson is before 12:00pm, we require notice before 7:00 pm 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 the Dynamite Studios Australia 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 the 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.
- If tuition fees are not up to date, Private Lessons will be cancelled until the balance is settled.
- Solo routine fees are also inclusive of a cut version of the music and a costume brief from the choreographer. These must be approved by the Artistic Director prior to being finalised to ensure they are appropriate and do not double-up with other students/choreographers.

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 be honest in all of your dealings with us;
 - you must tell us if you have a health condition that may affect 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 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 and our Child Protection Strategy, of which can be found on our website.

Unattended Minors

- We do not accept any responsibility for minors before or after a class or rehearsal. 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.

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 40-week enrolment period. Payments are spread out over 45 weeks, ensuring 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 Card and are deducted weekly on a Friday. Debits will only be deducted from the authorised account that is provided upon enrolment. Any fees that are paid upfront, or via debit, will not be refunded under any circumstances.
- When you enrol, an amount equal to your first week of fees will be debited immediately to confirm your place. After that, your regular weekly payments will continue automatically through our debit system (Stripe), with the first official weekly debit scheduled for Friday, January 30, and every Friday thereafter. This way, payments remain simple and consistent across the year.
- The fees payable by you to us for the Afternoon School classes are set out in the invoice issued to you upon enrolment. 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 Dynamite Studios Australia year).
 - All failed/rejected payments will incur additional fees as per the Service Provider's 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 Studios' 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.

Overdue Fees

- 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 Collection 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. A copy of this can also be requested by emailing enrolments@dsa.com.au.

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.

Carpark Operations

- By enrolling at Dynamite Studios Australia, you agree to comply with all carpark operations and safety procedures. This includes:
 - using the designated kiss-and-go system for all drop-offs and pick-ups;
 - ensuring students enter and exit vehicles from the left-hand side only at the yellow bollards;
 - not parking or waiting in the carpark, unless authorised for staff or approved contractors;
 - parking only in designated areas along Dalton Street when visiting Administration;
 - not directing students to walk out to the front of the complex for collection, as this is unsafe and prohibited; and
 - Understanding that the carpark is a shared space with other businesses, and adherence to these guidelines is essential to keep our operations safe and efficient.
- Failure to follow these procedures compromises student safety and may result in a review of enrolment status.

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 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 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.

Execution

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

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

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. I 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 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:
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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 Privacy Policy.

Parent Name:	Signature:	Date:
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