



0438 422 110
 www.misschelseasdance.com
 info@misschelseasdance.com
 /misschelseasdance

TERMS AND CONDITIONS

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person(s), or parent(s) or legal guardian(s) of any person(s), enrolling at Miss Chelsea's and accepting the Business's terms and conditions. "The Business", "Ourselves", "We" and "Us", refers to Miss Chelsea's. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same. "Enrolment" refers to the agreement made upon submission of the enrolment form to attend and make payment for dance classes at Miss Chelsea's and is subject to these terms and conditions. "Dance Studio" or "Studio" refers to any location in which Miss Chelsea's conducts lessons, performances or activities.

1. Privacy Statement and Confidentiality

- 1.1 We are committed to protecting Your privacy. Authorised employees or contractors within the Business, on a need to know basis only, use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Client records are regarded as confidential and therefore will not be divulged to any third party unless legally required to do so to the appropriate authorities.
- 1.2 We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Business will only be in connection with the provision of agreed services and products.
- 1.3 You grant permission for Miss Chelsea's to use photographs and or films of me, or my child(ren) if they are under 18 years of age, without restriction of any communication medium, in both present and future use. These images may be used in, but not limited to, promotion of the Business through visual media, the website, social media, and printed promotional material. This consent remains valid until withdrawn in writing to Miss Chelsea's. If you wish to withhold your consent to this use of images, please do so in writing.

2. Fees and Payment

- 2.1 **Enrolment**
 - 2.1.1 Enrolment commences upon receipt of the first invoice from Miss Chelsea's in a calendar year and continues until the final class, or activity of that calendar year. Enrolment **automatically rolls over from one term to the next term** and you will be invoiced as such. To cancel your enrolment, ensure you contact the office or your teacher.
- 2.2 **Invoices, Due Dates, and Late Fees**
 - 2.2.1 Fees are invoiced before the commencement of each term or as soon as possible after receipt of a completed enrolment form – whichever is later.
 - 2.2.2 Fees are to be paid in full prior to your first class covered by the invoice, or **within seven days** of a mid-term enrolment, whichever is later. In either case, the due date will be on your invoice.
 - 2.2.3 If Your fees remain outstanding after the due date, you will be charged late fees of 10% of your total outstanding account at this point, and then additionally at the commencement of each week until your account is settled.
 - 2.2.4 If Your fees remain outstanding at the conclusion of the third week of term; your child will be asked to sit out until your account is settled. During this time, late fees will continue to be applied as per clause 2.2.3.
 - 2.2.5 If Your fees continue to remain outstanding, your account will be forwarded to our debt collection agency for further action. Agency collection costs will also be added to your account.
 - 2.2.6 Fees for Mummy & Me and Cherubs trial enrolments are due before commencement of the trial. Students will not be permitted to commence a trial package while an invoice is outstanding.
- 2.3 **Cancelling Your enrolment**
 - 2.3.1 If you wish to cancel your enrolment at Miss Chelsea's before the commencement of the fourth week of term (or the first term covered by a multi-term invoice), all classes attended will be invoiced at the full class rate (i.e. minus any family discounts applicable). Any payments made by you will be refunded, minus the fees for classes your child attended, and minus the insurance surcharge. If you wish to cancel your enrolment after the commencement of the fourth week of term, you will be invoiced, and liable for, the entire term length for all classes listed on your enrolment form.
- 2.4 **Missed Classes**
 - 2.4.1 There are no rebates for missed classes. Make up classes may be arranged in consultation with Us but are only offered if notification is received of your absence prior to the class commencing. This is not a guarantee by Us that a make-up class will be both available, or at a convenient time and location for You. Some classes may not be utilised as make-up classes (e.g. presentation day, watching week, etc.) and this will be at Our discretion.
 - 2.4.2 Classes cancelled by Miss Chelsea's will be credited back to your account and can be applied to future invoices.
- 2.5 **Payment**
 - 2.5.1 Fees are payable via cash, credit card through PayPal, or electronic fund transfer. Refer to the invoice for payment options and instructions.
- 2.6 **Discounts**
 - 2.6.1 Family discounts only apply to families with more than one student enrolled at Miss Chelsea's and is 10% off class fees for each subsequent student enrolled.
 - 2.6.1.1 The student with the highest total class fees will be charged the full amount, while the discount will be applied to the total fees for all additional students.
 - 2.6.1.2 Children must be part of the same immediate family.
 - 2.6.2 Multi-term discounts apply when paying for more than one term's enrolment, and are 2.5%, 5%, 10% off the class fees for purchasing two, three and four terms respectively. This discount cannot be used in conjunction with any other offer.
 - 2.6.3 All discounts will be applied at Our discretion and decisions are final.

3. Injuries and Medical Emergencies

- 3.1 It is extremely important You arrive punctually to ensure You and Your child are present for the warm-up at the commencement of each class. An adequate warm-up is essential for injury prevention and as such is built into the program provided by Miss Chelsea's.
- 3.2 Dance classes can involve risk of personal injury. While We take all reasonable care in the conduct of our classes, we take no responsibility for injury or loss caused during or whilst participants at, or near the studio. You shall assume all risk involved, including but not limited to, all loss,



Miss Chelsea's
Ballet designed for little dancers

2 yrs+

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- stolen property, cost, claim, injury, damage, or liability sustained whilst participating. You are responsible for ensuring that you and your child are physically and mentally fit for the class and during the class you must, at all times, take care of your child's and your own personal safety.
- 3.3 It is Your responsibility to disclose any medical conditions experienced by You or Your child to Us, and to ensure that you are prepared with both medication and a care plan in the event that any medical issues may arise.
- 3.4 In the event of an injury or medical emergency, Miss Chelsea's teachers will provide first-aid wholly within the scope of their training and qualification and, where We see fit, call an ambulance to provide emergency care. You are completely, without limitation, liable for any costs associated with the medical care provided and as such it is your responsibility to ensure you have adequate cover for such an event.