

Spectrum Dance Terms and Conditions



1. COURSE FEES

1.1 Deposit

The Student's enrolment in the Course shall be secured upon payment of a non-refundable Deposit as specified in item 1 of SD104 Fee Schedule. The balance of the Course Fees shall then become due and payable as per the option selected in item 2 SD104 Fee Schedule.

1.2 Payment Options and Due Dates

Course Fees are due and payable in accordance with the dates listed in SD104 Fee Schedule and the payment option selected in item 2 SD104 Fee Schedule.

1.3 Unpaid Fees

In the event that Course Fees and any Accreditation fees are not paid by the Due Date as per item 2 of SD104 Fee Schedule, Spectrum Dance reserves the right, in its sole discretion to forfeit the Student's place in the Course. In the event that a Student's place is forfeited for this reason Spectrum Dance shall be under no obligation to refund any Deposit or Fees already paid. Accreditation fee's that are still outstanding at time of forfeit will still remain due.

1.4 Late Fees

Spectrum Dance has the right to charge late fees calculated at 5% interest on top of the Fees for each fortnight that the Fees go unpaid past the Due Date.

1.5 Guarantor's Liability

The person named as Guarantor in SD101 item 7 shall be responsible for any unpaid Course Fees in the event that Course Fees are overdue for a period of four (4) weeks from the Due Date.

1.6 Notice Required to Leave the Course

Without limiting Clause 6 (below), if the Student wishes to leave the Course the Student must provide no less than ninety (90) days written notice to Spectrum Dance. In the event that notice is not provided the Student may be liable to pay Course Fees for the remainder of the Course year.

2. HEALTH CARE

2.1 Physical Fitness

The Student warrants that they are physically capable of participating in the Course. The Student shall provide Spectrum Dance with an original current medical certificate from a qualified medical practitioner along with this completed Enrolment Form. In the event that the Student

does not provide the Medical Certificate, Spectrum Dance may refuse to enrol the Student in the Course.

2.3 Medical Conditions

The Student agrees to inform Spectrum Dance of any prior suspected or diagnosed health conditions upon enrolment to the Course in Schedule Item 3. In the event that the Student becomes aware of any suspected or diagnosed health condition during the Course the Student shall immediately notify Spectrum Dance and Spectrum Dance shall (at its sole discretion) determine whether the Student should remain in the Course.

2.4 Risk of Injury

The Student acknowledges that throughout the Course they will participate in activities which carry a risk of physical injury. The Student agrees to indemnify Spectrum Dance, its employees, contractors and volunteers against any loss, damage or injury that the Student may suffer either at the Spectrum Dance premises or in connection with the Course, or Spectrum Dance, in any way.

2.5 Medical Emergency

The Student agrees that Spectrum Dance shall be entitled to administer first aid in the event that the Student become sick and/or injured whilst on the Spectrum Dance premises or during the Course. In the event of an emergency, Spectrum Dance will arrange for ambulance, medical, hospital or dental assistance. The Student agrees that they shall be responsible for all costs associated with any such medical treatment and shall indemnify Spectrum Dance, its employees, contractors and volunteers in respect of same.

2.6 Injury Management

In the event the student sustains an injury at any time during the course, the student agrees to keep Spectrum Dance fully updated with the Student's recovery and rehabilitation. The student agrees that Spectrum Dance may liaise with any health professionals involved in the Student's recovery and rehabilitation to monitor and manage the Student's recovery.

3 COURSE ATTENDANCE

The Student agrees that it is a condition of enrolment in the Course that they will attend all classes punctually and consistently. Spectrum Dance may, at its sole discretion, dismiss the Student from the Course in the event that the Student fails to adhere to this clause 3.

4 PERSONAL PROPERTY

Spectrum Dance Terms and Conditions



Any personal property brought onto the Spectrum Dance premises shall be the sole responsibility of the Student and shall be at the Students sole risk. In the event that any personal property is stolen, damaged or lost, the Student acknowledges that Spectrum Dance shall not be liable in any way.

5 OFF PREMISES PERFORMANCES

In the event that the Student is a minor, the Student's Parent/Guardian grants the Student permission to perform away from the Spectrum Dance premises and/or with other groups, schools or companies throughout the duration of the Course. The Student agrees to obtain Spectrum Dance's prior written consent before committing to any extra-curricular activities during the Course and in particular during the mid-year and end of year performance periods (as notified by Spectrum Dance).

6 NO REFUNDS & CREDITS

In the event Spectrum Dance cannot provide the Course to the Student) other than for reasons beyond the control of Spectrum Dance), the Student will be entitled to a pro-rata refund of Course Fees paid.

The student acknowledges and accepts that Spectrum Dance does not provide 'change-of-mind' refunds (on Course Fees, Deposits or any other fees paid to Spectrum Dance).

In the event of illness or injury (and subject to Spectrum Dance's receipt of the acceptable medical certification), Spectrum Dance will permit the Student to defer the Course and will credit any Course Fees already paid towards such deferment.

Spectrum Dance may in its discretion permit the Student to defer the Course on compassionate grounds (subject to acceptable documentation being received by Spectrum Dance). If the Student's request to defer is accepted by Spectrum Dance, the Spectrum Dance will credit any Course Fees already paid towards the deferment.

In the event Spectrum Dance allows a deferment for the above reasons, such deferment will be dealt with in accordance with Clause 7 below.

7 DEFERMENT

In the event Spectrum Dance allows a deferment in accordance with Clause 6 or for any other reason, the Student and Spectrum Dance must

mutually agree in writing on the deferment timeframe.

If the Student elects not to return to Spectrum Dance after the agreed deferment timeframe, then the Student acknowledges and agrees that any previous Course Fees paid to Spectrum Dance will not be refunded.

8. INTELLECTUAL PROPERTY

Copyright

By signing this Enrolment Form and in consideration of participation in the Course, the Student irrevocably licenses to Spectrum Dance on a 'royalty free' basis the entire copyright (present and future) in and to any performances which are recorded by Spectrum Dance on sound recordings, video recordings or otherwise throughout the world in perpetuity ("Performances").

9. MORAL RIGHTS

The Student hereby waives any so-called moral rights or similar rights (now or later existing) in respect of the Performances under any law anywhere in the world. Where the law does not recognise or allow the waiver of moral rights, the Student hereby consents to any and all acts or omissions of Spectrum Dance and it's assignees which would, but for this consent, infringe any of the Student's moral rights or similar rights in respect of the Performances.

10. NOTICES

Any and all notices required by these Terms and Conditions must be sent to:

Spectrum Dance

PO Box 1145

Hartwell VIC 3124