



## THE EDGE DANCE CENTRE

### TRADING TERMS AND CONDITIONS OF ENROLMENT

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#### 1. DEFINITIONS

- 1.1. **The Centre** is J & N Diamond Pty Ltd (ACN 150 622 058) as trustee for Diamond Family Trust trading as The Edge Dance Centre of 29 Armine Way, Beaumont Hills 2155 in the State of New South Wales.
- 1.2. **The Student** is the person who is to receive the benefit of the tuition.
- 1.3. **The Guardian** is the person(s) with parental responsibility for the Student and who engages the Centre to provide the tuition to and for the student. Further reference to “Student” or “the Student” in these terms and conditions includes the Guardian unless the context requires otherwise.
- 1.4. **The Order** is defined as any request for the supply of Goods by the Student to the Centre which has been accepted by the Centre.
- 1.5. **The Goods** are the uniforms and associated goods supplied by the Centre.
- 1.6. **The enrolment** is a reference to any request for the provision of the tuition by the Student to the Centre which has been accepted by the Centre.
- 1.7. A reference to “**the tuition**” refers to the classic ballet and performing arts tuition services provided by the Centre to the Student.
- 1.8. **The Premises** refers to the Centre premises or any other location in which the tuition is to be provided.
- 1.9. References to “**the School year**” and “**the School term**” refer to the official academic year and terms therein prescribed by the New South Wales Department of Education from year to year.
- 1.10. The **tuition fee** is the prevailing rate for the tuition as detailed in the Centre’s fee policy.
- 1.11. Reference to **loss and damage** herein includes indirect, reliance, special or consequential loss and/or damage including i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 1.12. **Major failure** is as defined under the *Competition and Consumer Act 2010 (Cth)*.
- 1.13. **GST** refers to goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

#### 2. GENERAL

- 2.1. These terms and conditions together with the Centre’s registration form, code of conduct, fee policy and student release form constitute the agreement between the Centre and the Student (“**the agreement**”).
- 2.2. Any enrolment or Order by the Student at the Centre is deemed to incorporate these terms and conditions; which may not be varied unless expressly agreed to by the parties in writing. In the event that an inconsistency exists and/or arises between these terms and the terms of any enrolment it is acknowledged these terms and conditions will prevail.
- 2.3. The terms and conditions are binding on the Student, and where applicable the Student’s trustees, assignees, executors and administrators.

- 2.4. In these terms and conditions, the singular shall include the plural, the neuter gender shall include the masculine and feminine and words importing persons shall apply to corporations and vice versa.
- 2.5. The Student's Guardian(s) (if any) are each jointly and severally liable for the timely payment of tuition fees and the due performance of all other obligations under the agreement.
- 2.6. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these terms and conditions.
- 2.7. The failure by a party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision.
- 2.8. The Student acknowledges that the Centre may detail these terms and conditions on its website. The Student is deemed to have notice of any amendments to these terms and conditions when confirming his enrolment for a subsequent or successive School term or School year.

### **3. FEE POLICY AND REGISTRATION**

- 3.1. A registration form must be submitted to the Centre for each individual Student at the commencement of each School year before the Student can be accepted by the Centre.
- 3.2. The Centre charges the prevailing tuition fee for the tuition provided in each School term as detailed in the Centre's fee policy.
- 3.3. The Student acknowledges that the Centre may change the prevailing tuition fee for the tuition contained in the fee policy from time to time. Notice will be provided to the Student of any changes to the tuition fee in the fee policy prior to the commencement of the School term or the School year in which the change will apply.
- 3.4. GST will be charged on the tuition fee provided by the Centre that attracts GST at the applicable rate.
- 3.5. The tuition fee within the fee policy is based on taxes and statutory charges. Should these vary during the period from the date of enrolment to the date of the invoice or statement, the difference will become the responsibility of the Student and the Student will be invoiced for the extra charge by the Centre.

### **4. PROVISION OF THE TUITION**

- 4.1. The Centre reserves the right to decline to enrol the Student at its discretion, acting reasonably.
- 4.2. The Student acknowledges the code of conduct, which is in place for the benefit and for the safety of all students, staff and visitors to the Centre. The Student agrees:
  - 4.2.1. To abide by the letter and spirit of the code of conduct when attending the Centre and in all interactions with other students, staff and visitors at the Centre;
  - 4.2.2. That the failure of the Student to abide by the code of conduct may result in disciplinary action by the Centre including immediate suspension or expulsion of the Student from the Centre.
  - 4.2.3. That the Centre may amend the code of conduct from time to time the Centre displays on its website and the Student is deemed to have notice of any amendment to the code of conduct.
- 4.3. Subject to otherwise complying with its obligations under the agreement, the Centre shall exercise its independent discretion as to its most appropriate and effective manner of providing the tuition and of satisfying the Student's expectations of the tuition.

### **5. PRICE OF GOODS**

- 5.1. GST will be charged on the Goods provided by the Centre that attract GST at the applicable rate.
- 5.2. At the Centre's sole discretion the Price shall be either:
  - 5.2.1. The Centre's quoted or advertised Price for the Order; or

- 5.2.2. As detailed on invoices provided by the Supplier to the Customer in respect of Goods supplied.

## **6. END OF YEAR CONCERT CHARGES**

- 6.1. The Student is invited to participate in the optional end of year concert, for which the following charges are payable:
  - 6.1.1. Concert fees;
  - 6.1.2. Rehearsal fees; and
  - 6.1.3. Costume fees.
- 6.2. In the event that the Student elects to participate in the end of year concert, all charges pertaining to the concert become chargeable and are non-refundable.
- 6.3. Costume fees will be invoiced by the Centre by way of instalments each term, with the balance owing to be paid at Term 4.
- 6.4. The end of year concert forms part of the Centre's tuition. On this basis, makeup classes will be offered on days when concert rehearsals are scheduled. Refunds will not be offered if the makeup classes proposed in this circumstance are unsuitable.

## **7. CLASS CHANGES**

- 7.1. The Student can only make changes using the Centre's Class Change Form/Withdrawal Form.
- 7.2. Verbal notice of requested changes to classes shall not be accepted by the Centre.
- 7.3. Class changes cannot be altered after Week 4 of each School term. Any changes requested after Week 4 must be approved by the Centre's Director and will result in a \$25.00 charge.
- 7.4. Classes may be added to a Student's schedule at any time without incurring additional charges.

## **8. CANCELLED CLASSES**

- 8.1. In the event that a class is cancelled by the Centre during Terms 1-3, a make-up/rescheduled class shall be offered by the Centre to the Student:
  - 8.1.1. Students are required to attend a make-up class as scheduled by the Centre in Terms 1-3;
  - 8.1.2. In the event that the Centre is unable to provide a make-up/rescheduled class, a refund for the value of the cancelled class will be applied to the Student's next School term's invoice.
- 8.2. In the event that a class is cancelled by the Centre in Term 4, a make-up/rescheduled class shall be offered by the Centre to the Student:
  - 8.2.1. Students are required to attend a make-up class as scheduled by the Centre in Terms 4;
  - 8.2.2. In the event that the Centre is unable to provide a make-up/rescheduled class, a refund for the value of the cancelled class will be applied firstly to any outstanding end of year concert charges owed in Term 4 (if applicable);
  - 8.2.3. Should no outstanding end of year concert charges apply pursuant to clause 8.2.2., a refund shall be given.

## **9. ONLINE CLASSES**

- 9.1. While the Centre's preference is to always offer classes in a face-to-face capacity, the Centre reserves its right to offer classes via an online platform at its discretion, acting reasonably.
- 9.2. Where the Centre elects to offer classes via an online platform, the Centre's usual fee policy and the terms governing same shall continue to apply.

## **10. LATE PICK-UP POLICY**

- 10.1. The Guardian shall endeavor to be punctual in collecting the Student at the conclusion of classes or rehearsals.

10.2. In the event that the Guardian and/or the Guardian's agent/assignee is in excess of fifteen (15) minutes late in collecting the Student, a late pick-up fee of \$30.00 shall apply for each thirty (30) minute period outside the Centre's opening hours for which the Centre's representatives will be required to mind the Student.

10.3. The late pick-up policy shall apply to Students under the age of eighteen (18) years.

## 11. THE CENTRE'S PAYMENT POLICY

11.1. The Student must make full payment of the tuition fee as detailed in the Centre's prevailing fee policy for that School term by Week 2 of that School term or by way of Direct Debit ("**the due date**") unless otherwise specified or agreed between the parties in writing.

11.2. In the event that the Student neglects or otherwise fails to pay the tuition fee and remains in default by more than two (2) weeks, the Student may be suspended from attending the Centre.

11.3. In the event that the Student's registration is suspended pursuant to clause 11.2., and on account of the fact that class sizes are capped, the Student's place in an allocated class may be offered to another student on a waiting list.

11.4. The Student acknowledges that if an invoice is not received by Week 2 of each School term, they shall notify the Centre immediately.

## 12. DEFAULT

12.1. For the purposes of this clause, the "**default date**" is the day after the due date for payment of the tuition fee; and the "**outstanding balance**" is the tuition fee, less any part payments made by the Student prior to the default date.

12.2. The Student will be liable for a dishonoured cheque fee of \$40.00 in respect of each cheque issued by the Student and rejected by the Centre's bank.

12.3. If the Centre does not receive the outstanding balance by the default date the Student will be liable for:

12.3.1. A late payment fee in the sum of \$15.00;

12.3.2. Any debt collection or recovery costs incurred by the Centre; and if the Centre's debt collection agency ("**the agency**") charges commission on a contingency basis then the Student shall pay as a liquidated debt the commission payable by the Centre to the agency, at the agency's prevailing rate as if the agency achieved one hundred per cent recovery and the following formula shall apply:

$$\text{Total Debt including Commission and GST} = \frac{\text{Original Debt} \times 100}{100 - \text{Commission \% charged by the agency (including GST)}}$$

(n.b. in the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on [www.prushka.com.au](http://www.prushka.com.au)).

12.4. Any charges reasonably made or claimed by the Centre's or the agency's lawyer for legal costs on the indemnity basis.

## 13. RISK AND LIABILITY

13.1. The Student acknowledges that the Centre shall not be liable for and the Student releases the Centre from any loss and damage incurred as a result of delay or failure to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Centre's reasonable control.

13.2. The Centre will not be held responsible, and the Student releases the Centre from any loss or damage, including personal injury incurred or sustained by the Student; howsoever arising due to:

13.2.1. A failure by the Student to adhere to these terms and conditions or the applicable code of conduct; or

- 13.2.2. Any feature or condition of the Centre premises, whether or not any such feature or condition is or ought to be reasonably obvious and/or whether the feature or condition is known or unknown to the Centre or any of the Centre's employees, servants or agents.
- 13.3. The Centre will not be held responsible for personal belongings left unattended in the studio or other venues operated by the Centre.
- 13.4. The Centre provides the tuition on the assumption that the Student is fit to participate in the classes.
- 13.5. The Student covenants to notify the Centre in the event of injury/medical condition, prior to class.
- 13.6. Subject to the Centre's warranty for defective Goods, the Centre's liability for any loss and damage associated with, arising from or in connection with the supply of the Goods may not exceed the Price of the Order.

#### **14. WARRANTY**

- 14.1. The Centre warrants that the Student's rights and remedies in the agreement arising from a warranty against defects are in addition to other rights and remedies under any applicable law in relation to the goods to which the warranty relates.
- 14.2. The Centre does not purport to restrict, modify or exclude any liability that cannot be excluded under the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* as may be amended from time to time.

##### **Warranty for Goods**

- 14.3. Provided that the Student reports any defect in any Goods supplied, preferably within fourteen (14) days from the date that the defect became apparent, The Centre will rectify the defect within a reasonable period of time.
- 14.4. The Supplier provides the following warranty to Customers in respect of Goods supplied:  
*"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced in the goods fail to be of acceptable quality and the failure does not amount to a major failure."*
- 14.5. In respect of all claims under warranty, the Centre reserves its right to inspect Goods alleged to be defective.
- 14.6. To the extent permitted by law the Centre's liability in respect of defective Goods that does not constitute a major failure will be limited to:
  - 14.6.1. The resupply by the Centre of the defective Goods; or
  - 14.6.2. The refund of the Price paid by the Student in respect of the defective Goods.
- 14.7. The Centre shall not be liable to compensate the Student for any reasonable delay in rectifying Goods found to be defective or in assessing the Student's claim.
- 14.8. The Customer warrants that it will use its best endeavors to assist the Supplier with identifying the nature of the defective Service claim.

##### **Claims made under Warranty**

- 14.9. Claims for warranty should be made in one of the following ways:
  - 14.9.1. The Student must send the claim in writing to the Centre's address 117 North Road Midway Shopping Centre, Suite F6-F8, Ryde, NSW 2112.
  - 14.9.2. The Student must email the claim to the Centre to [admin@edgedance.com.au](mailto:admin@edgedance.com.au).
  - 14.9.3. The Student must contact the Centre on the Centre's business number (02) 9888 9990.

## **15. TERMINATION AND CANCELLATION**

### **Cancellation by Centre**

- 15.1. The Centre may cancel any enrolment to which these terms and conditions apply before the commencement of the School term or subsequent School term by giving notice to the Student. On giving such notice the Centre shall repay to the Student any sums paid in advance of the tuition fee for that School term.
- 15.2. On or after commencement of the School term and during that School term, the Centre may not cancel the Student's enrolment unless the Student is suspended from the Centre for failing to abide by the code of conduct.
- 15.3. In the event that the Centre cancels the Student's enrolment during the School term by virtue of clause 8.2., then the tuition fee for that School term whether or not due on the day of suspension shall become immediately due and payable by the Student.
- 15.4. The Centre shall not be liable to the Student for any loss and damage whatsoever arising from a cancellation of enrolment in accordance with these terms and conditions.

### **Cancellation/Withdrawal by Student**

- 15.5. In the event that a Student wishes to withdraw from any class, a Withdrawal Form must be completed and submitted to the Centre's Administration Manager.
- 15.6. Notice of a Student's intention to withdraw from any class must be provided by Week 8 of the previous School term.

### **Late Withdrawal**

- 15.7. In the event that the Student provides notice of its intention to withdraw from any class at any time after Week 8 of the previous School term but before the new School term commences, the Centre shall be entitled to charge the Student a late withdrawal fee. The late withdrawal fee shall equate to fifty per centum (50%) of the next School term's fees.
- 15.8. In the event that the Student provides notice of its intention to withdraw from any class once the School term has commenced, the Centre shall be entitled to charge the full tuition fee for that School term.

## **16. ENTIRE AGREEMENT**

- 16.1. The agreement as defined herein constitutes the whole agreement between the Student and the Centre.
- 16.2. The agreement is deemed to be made in the State of New South Wales and all disputes hereunder shall be determined by the appropriate courts of New South Wales.
- 16.3. All prior discussions and negotiations are merged within this document and the Centre expressly waives all prior representations made by it or on its behalf that are in conflict with any clauses in this document in any way.
- 16.4. Nothing in these terms and conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

**I/We understand and agree to be bound by the Terms and Conditions set out herein.**

STUDENT NAME:.....

GUARDIAN NAME:.....

STUDENT SIGNATURE:.....

GUARDIAN SIGNATURE:.....

DATE:

DATE: