

Terms & Conditions

PHOENIX DANCE TEAM

Terms & Policies and Handbook 2025

In these terms and conditions, the terms 'You' and 'Your' mean the Students. Where the words 'We', 'Our' and 'Us' appear, this is a reference to the Studio. This is an Agreement between the Student and the Studio.

Note: Where the Student is a Minor as defined under section 21 of the Acts Interpretation Act 1987 (NSW), this Agreement will be deemed to be between the Studio and the Parent or Guardian of the Minor.

1.Enrolment Policies

1.1 Enrolment is on an annual basis unless otherwise agreed by the Parties.

1.2 An enrolment form must be completed for all students. An enrolment fee of \$45 per family will be sent via invoice to your email. This is due within two weeks of enrolment. This fee includes administration and insurance cover for each dancer. This fee is applicable annually by the calendar year and is strictly non-refundable, including change of mind.

1.3 The studio is closed during school holidays and on public holidays.

1.4 Enrolments for all students automatically roll over between Terms 2, 3, and 4.

2.Payment of Fees

2.1 All fees must be paid by the due date on the invoice. Invoices will be sent via email within two weeks of enrolment.

2.2A Accounts not paid by the final invoice date will incur a 10% additional charge.

2.2B Accounts not paid by the final invoice date may be passed to a recovery company, and any costs charged by the recovery company will be charged to you along with any outstanding fees.

2.3 Fees are strictly non-refundable.

2.4 No refunds, discounts, or credits are given for missed classes.

2.5 Four weeks' notice is required in writing for discontinued classes. Fees are charged up to and including the 4-week notification period, whether in attendance or not.

2.6 Any account in credit due to cancelled lessons by Phoenix Dance Team will have 1 year from the date the credit is issued to use towards dance fees. After one year, any credits will expire and be deleted from your account.

3.Communication

3.1 Email and SMS are the primary forms of communication. Important information and updates will be sent via email and SMS.

3.2 Facebook, Instagram, and any other forms of social media are not accepted as valid methods of communication for any administrative purposes.

3.3 Phone calls may not always be answered; however, we will endeavour to return calls within 48 business hours.

3.4 We will endeavour to answer all emails and SMS within 48 business hours.

4. Conduct

4.1 The Studio is committed to providing an enjoyable experience for all Students. The Studio will not tolerate the following forms of unacceptable behaviour:

- verbal or physical abuse;
 - intimidation by a Student or another Student or intimidation by a Parent or Guardian of any Student (including the Student that is the child of the Parent or Guardian);
 - discrimination in all its forms as defined under the Anti-Discrimination Act 1977 (NSW);
 - harassment or threats of any nature towards Students, Parents and Guardians, or any employees, sub-contractors, or third parties attending the Studio;
 - bullying in any form, including but not limited to verbal, physical, emotional, or cyberbullying;
- and
- defamation, including speaking ill of others, spreading false information, or making derogatory comments about students, parents, staff, or the Studio, either in person, online, or through any other medium.

5. Physical Contact

5.1 Dance instruction involves physical contact where a teacher may need to demonstrate alignment of legs, arms, and the posture of the body to assist students in understanding movement, stability, or balance. If you disagree with this policy, this issue must be addressed in writing prior to enrolment.

6. Illness Policy

6.1 Do not attend any lessons if unwell, including but not limited to coughing, sore throat, shortness of breath, runny nose, COVID, gastro, or any other contagious illness.

7. Applicable Law

7.1 The laws of New South Wales apply to this Agreement and any Commonwealth Law that may have jurisdiction.

RELEASE/DISCLAIMER

Enrolment in any class or private session constitutes agreement to a waiver of liability for injuries or illness contracted while a student is at the Studio: In consideration of Students (CLIENTS) participation in and the use of the Studio facilities, he/she hereby releases and covenants not to sue the Studio, its owners, directors, officers, employees, representatives, agents, trustees, and lessees from any and all present claims resulting from ordinary negligence and inherent risk of use of facilities and equipment of the Studio, including but not limited to any loss, injury, damage, or liability sustained by him/her while on or about the premises.