

STARS PERFORMING ARTS ACADEMY TERMS AND CONDITIONS

1. You are taken to agree to the terms and conditions as set out in this form in its entirety by either:
 - a. Signing the form on any one of the pages; or
 - b. Accepting the the terms and conditions on the relevant page of the Stars Performing Arts Academy website; or
 - c. Attending classes or permitting your child/ward to attend classes after you have received this form or it has been made available to you.
2. Agreement is taken to have occurred at the earlier of either:
 - a. Signing this form; or
 - b. Accepting the the terms and conditions on the relevant page of the Stars Performing Arts Academy website; or
 - c. Immediately prior to attending the first class or permitting your child/ward to attend the first class after you have received this form or it has been made available to you.
3. This document is governed by the laws of New South Wales.
4. If any part of this document is found to be unenforceable, the remainder shall continue in full force.
5. Where reference is made to “Stars Performing Arts Academy” or “Stars” it is taken to include the business itself, Jessica Kate Forbes, any employees or agents of the business, and any teachers working for the business.
6. Where reference is made to “classes” it is taken to include any offering of Stars, including but not limited to dance, singing, acting, adult fitness or tumbling tots.
7. Where reference is made to “student” it is taken to include anyone participating in a class at Stars, including but not limited to children and their parent/guardian participating in a tumbling tots class and people participating in adult fitness classes.
8. For the purpose of this document, where a student is an incapable person (under the age of 18), their parent or guardian is taken to have agreed to the terms and conditions herein, received notice, and accepted any risk on their behalf.
9. Classes at Stars and related activities and techniques taught at Stars:
 - a. Are taken to be a recreational activity for the purposes of the *Civil Liability Act 2002* (NSW); and
 - b. Entail genuine risks, including but not limited to the risk of severe and enduring injury, and death. Any student attending Stars participates in classes at their own risk.
10. Paragraph 9 above is taken to be a risk warning for the purposes of the *Civil Liability Act 2002* (NSW).
11. Stars does not accept liability for any injuries or the unlikely occurrence of death, occurring during classes, on its premises or as a result of attending its classes.
12. Stars does not accept liability for any damage to personal property suffered during classes, on its premises or as a result of attending its classes.
13. Each student or their parent/guardian agrees to indemnify Stars and keep Stars indemnified against any and all costs arising from paragraphs 11 and 12 above, including the cost of any litigation.
14. For the avoidance of doubt, as the parent/guardian/student you understand that any activities in which you or your child participates in at Stars is entirely at their own risk.
15. Parents/guardians of children participating in a Tumbling Tots class must be present at all times and bear the responsibility of ensuring their child’s safety while participating in the class and using the equipment provided. For the avoidance of doubt, any duty of care Stars may be under does not extend to ensuring the safe use of the equipment provided and Stars will not be held liable for any damage or injury arising therefrom. The equipment is provided with the intention and on the condition that children will be closely supervised by their parents/guardians.

16. Parents/Guardians/students must park within the car park lines. No one is permitted to park nose in against the whole front of 20B or 20C Lenehan Road. Parking in the car park is at your own risk and if you cause damage you agree to pay for the damage caused. There is also street car parking that you can use if there are no car parks available in the Stars car park.
17. If a student or a family member/friend who has accompanied the student to class has vandalised Stars property, the parent/guardian is liable for associated repairs and/or replacements.
18. Payments and class credits are non-refundable and non-transferrable. Credits must be used in the same term for which payment was made, and will expire thereafter.
19. Liability for the failure of Stars to comply with a consumer guarantee as to the supply of goods and/or services as required by *Australian Consumer Law* is limited to the replacement cost of the service or good or the cost of a like service or good.
20. Stars official merchandise and products available for purchase from Stars must not be used outside of their intended function or in a way that would give rise to the risk of injury or death, and must be maintained and treated in such a way that does not give rise to such risk or result in damage to personal property arising from the misuse of the merchandise.
21. It is the responsibility of the student or their parent/guardian to ensure that Stars merchandise does not contain any element, material or contents that is harmful to the student, whether or not due to a pre-existing condition, sensitivity, or allergy of the student, and Stars does not bear any responsibility for injury or damage as a result of the student or parent/guardian failing to act with due care.
22. Stars does not accept liability for damage to personal property arising from the failure of the student or parent/guardian to use and maintain Stars merchandise with due care.
23. In the unlikely event of an emergency, Stars Performing Arts Academy management are permitted to arrange medical/ambulance attention to any injured student and the respective parent/guardians agree to pay any and all associated costs and keep Stars indemnified against same.
24. I acknowledge and agree that any material, including but not limited to techniques, routines, performances, and educational content, taught, learned, or performed at or for Stars is the exclusive property of Stars. This includes any adaptations or improvements made during my time at the organization. I understand that I do not hold any ownership rights to these materials and that they may be used by Stars in any capacity.
25. If the Code of Conduct set out in this document is breached in form or in spirit, Stars reserves the right to eject any student temporarily or permanently without providing compensation or refund, and the student or parent/guardian in breach of the Code of Conduct agrees to indemnify and keep Stars indemnified against any costs or liability arising as a result of the breach.

CODE OF CONDUCT

26. All parents/guardians and students will respect and cooperate with all the teacher's instructions and their decisions.
27. All parents/guardians and students will respect others in the class regardless of gender, culture, religion or ability.
28. All students under 16 years of age must stay in Stars Performing Arts Academy until collected by a parent/guardian.
29. All parents/guardians **must pick up their children on time** after their lesson has ended.
30. **Bullying will not be tolerated.** If a student is found to be bullying at Stars Performing Arts Academy an apology letter must be written by the bullying student.
31. At Stars we teach using all three learning methods: Verbal, Visual and Tactile.
32. No junk food/chewing gum/coloured drinks are permitted in Stars Performing Arts Academy.

33. Smoking is not permitted within 5 Metres of the entries to the studio as per OH&S requirements.
34. Keep updated on what's happening at Stars by following our private instagram account @starsperforming_arts
35. Be nice to each other and have fun!
36. For safety reasons students must not wear any jewellery during class time as it can cause harm to themselves or others.
37. For those with pierced ears, stud earrings or sleepers are permitted.
38. OH&S requires all students to wear the correct shoes in every class.

PAYMENT

39. Prices are advertised on the relevant page of the Stars website and are subject to change.
40. Payments are non-refundable and non-transferrable.
41. If a class is cancelled due to unforeseen circumstances or having less than 2 students per class you will receive a credit towards your next term fees.
42. **Payment must be made before attending class or students will be unable to attend class.**
43. General information can be found on the Stars website <https://www.starsperformingartsacademy.com>
44. The in bulk payment plan is excluded from bundle deals.

In Bulk Payment (IBP)

45. If you choose "In Bulk" there are three bulk payments for the year – 'Invoice 1', 'Invoice 2' and 'Invoice 3+4 combined'.
46. **Payments are due in full before or by 5:00pm on the due date listed on the invoice.**
47. An Invoice will be emailed out two weeks before classes commence in Stars term 1, term 2 and term 3.
48. The due date is found at the top right corner of the invoice.
49. Each invoice will be sent to the email you have provided in this enrolment form.
50. If the invoice is not paid in full by the due date, the student/s will not be able to attend classes until payment is made.
51. If you are paying by direct deposit, please send an email or text message with the bank remittance advice once payment has been made.
52. If you fail to make any payment by the due date and have to be contacted more than twice about the outstanding invoice, you will lose your right to In Bulk payment and the associated discounts, and must pay in advance of each class (Per Class payment).
53. If you are unable to pay in full and need a payment plan you must contact Miss Jess (Jessica Forbes) via Email/Text within the first 7 days of the invoice being issued or we will be unable to help and the invoice will need to be paid in full by the due date.
54. In the event of financial difficulties, you may contact the studio principal Miss Jess to organise a payment plan which may or may not be granted at her ultimate discretion.
55. If the student does not attend some classes, full fees must still be paid and a refund will not be available.
56. If a class is cancelled due to unforeseen circumstances or having less than 8 students per class you will receive a credit towards your next term fees.
57. **Please note that the Stars terms and the school terms are not related to each other.**

Per Class Payment (PCP)

58. This is a casual rate that must be paid at the commencement of each class in full.
59. **Payments must be made before attending class or students will be unable to attend class.**

60. Students are required to maintain a minimum attendance rate of 80% for each term in order to retain their enrolment status. Non-compliance with this policy may result in the loss of their place in the course and/or the preferred time slot.
61. If paying by direct deposit a bank remittance of proof of payment must be **sent before the start of every class every week**. General information such as term dates, concert dates, etc can be found on the Stars website <https://www.starsperformingartsacademy.com>

Bundle Deals for Bulk Payers

62. A discount is given to students (per student) who take multiple classes and pay in bulk which is set out in the table on the relevant page of the Stars website.
63. Private lessons and Singing Lessons are not included in bundle deals.
64. The deal does not apply to the number of classes per family.
65. If payment is not made by the due date the student forfeits their right to the bundle deal and associated prices.
66. Semester bundles are only applicable for students who pay the full annual fee at the beginning of the year.

MEDIA RELEASE

67. By accepting these terms and conditions you grant permission for photography and/or videos to be taken of you and/or your child during any classes and public events and used in Stars publications and other media including books, videos, newsletters, ads and social media.
68. Stars Performing Arts Academy will use this media, which may contain images of you or your child, for marketing purposes and publicity.
69. By accepting these terms and conditions you waive any claim you may have to receive any financial remuneration for any media in which you or your child may appear.

CONCERT

Costumes and Rehearsals

70. Costumes differ in prices, ranging from approximately \$110 to \$160 per costume.
71. The dress rehearsal will be recorded by a videographer.
72. The correct shoes, tan convertible stocking and nude undergarments need to be purchased and worn for the concert and dress rehearsal.
73. There are three mandatory rehearsals. 2 rehearsals at Stars Performing Arts Academy
74. One mandatory dress rehearsal at the Griffith Regional Theatre
75. Each rehearsal costs \$26 per student. A discounted flat rate of \$60 per student that covers all rehearsals is available if paid as part of an invoice by the due date (bulk payers).
76. No refunds or credits will be given if a student fails to attend a rehearsal.
77. You agree to pay for the costumes by the due date if your child is performing in the concert.
78. If your child withdraws from the concert after Term 3, you are still liable to pay for the costumes.
79. Costumes are non-returnable and non-refundable.
80. All payments for all lessons must be paid by the due date or your child will lose their spot in the concert.
81. Your child must attend at least 80% of their classes for the year or they will lose their spot in the concert, unless they have a valid medical reason.
82. Your child must attend all three rehearsals or they will lose their spot in the concert.
83. Please notify us before class if your child is absent.
84. Your child will lose their spot in the concert if you do not follow the terms and conditions.

85. No refunds or credits will be given for classes already taken if your child is unable to participate in the concert.

UNIFORM

86. Students must attend classes in the correct uniform.

- a. **Standard Uniform:** Stars t-shirt and Stars Leotard with moveable black sports/dance shorts, leggings or pants.
- b. **Tiny Tots Uniform:** Stars leotard dress.
- c. **Ballet, Contemporary, Lyrical, Cheerleading and Acrobatics:** Stars leotard

87. Hair must be tied up and off the face for all classes.

88. For safety reasons students must not wear any jewellery during class time as it can cause harm to themselves or others.

89. For those with pierced ears, stud earrings or sleepers are permitted.

90. OH&S requires all students to wear the correct uniform including correct shoes in every class.

91. The correct shoes for classes are:

- **Dance Fusion, Jazz & Musical Theatre:** - Laceless Tan Jazz Shoes
- **Contemporary & Lyrical:** Tan Foot Thongs (full or half cover)
- **Acrobatics:** Bare Feet & Socks
- **Drama:** bare feet in class
- **Cheerleading:** White Cheer Runners
- **Ballet:** Pink Ballet Shoes
- **Hip Hop:** Hip Hop Black Boots for concert & Runners for class
- **Tap:** Strap Tan Tap Shoes