

PARADOX STUDIOS PERFORMANCE TEAM PROGRAM | YCV DANCE RECREATIONAL PROGRAM | YCV BABIES PROGRAM

DEFINITIONS USED IN THIS AGREEMENT

Agreement means this agreement.

Paradox Studios/us/we means Paradox Dance Studios Pty of 19 Burke St, Woolloongabba.

Enrolment means your enrolment at Paradox Studios.

Force Majeure Event means an event which is out of our control, and which reasonably prevents us from providing the part or all of the course which the Student is enrolled in, and may include (but is not limited to): public health lockdown or quarantine orders, natural disasters, riots and civil strife, war and terrorism.

Student means the Student attending Paradox Studios. For all students under the age of 18 years, all terms set out in this Agreement are the responsibility of the Parent and/or Guardian of the Student.

You means the Student (if you are 18 years or over) or the Parent/Guardian of the Student if the Student is under the age of 18 years.

Unless otherwise stated, this Agreement relates to the Student and/or the Parent or Guardian of the Student.

OUR RELATIONSHIP

This Agreement is between Paradox Studios and the Student (and where the Student is under the age of 18 years, the Parent/Guardian on behalf of the Student), is legally binding and is governed by the laws of the state in which the Student attends classes.

MINORS AND LEGAL GUARDIANS

If the Student to which this Agreement relates is younger than 18 years old at the time of enrolment, the following shall apply:

This Agreement must be executed on behalf of the Student by a person over the age of 18 years old, who has the ability to lawfully enter agreements on behalf of the Student (the "Guardian");

If this Agreement is executed by a person other than the Student, Paradox Studios shall be entitled to presume that the person that executed this Agreement is the Guardian of the Student;

To the fullest extent permitted by law, this Agreement shall be binding on both the Student and the Guardian.

If this Agreement is executed by the Student, Paradox Studios shall be entitled to presume that the Student was at least 18 years old at the time of execution.

TERMS AND CONDITIONS

ENROLMENT

ENROLMENT AND CLASS SELECTION

- Paradox Studios may accept or reject your enrolment application in whole or in part with absolute discretion, and we are not obliged to provide any reasons for our decision.
- We accept Students based on the information provided in the Enrolment Form. In signing this Agreement, you warrant that the information provided in the Enrolment Form is true and correct in all respects.
- You must tell us immediately if you become aware of any information that you have provided in the Enrolment Form which is untrue or incorrect.
- If we determine that you have provided us with untrue or incorrect information in the Enrolment Form, we may cancel your enrolment with us, without warning.

ENROLMENT PERIOD

- Our Afternoon School Classes are held over a 20 week period per semester (2 semesters per Paradox Dance Year), each semester comprising of 2 terms on dates determined by Paradox Studios. All enrolments at Paradox Studios are for a full dance year. If the Student's enrolment commences after the Term One start date, the Student's enrolment is accepted by us under these Terms and Conditions, and will cease at the end of Term Four.

PUBLIC AND SCHOOL HOLIDAYS

- Classes will not be held on public holidays or school holidays in Queensland, unless otherwise stated.

CHANGES AND CANCELATION OF YOUR ENROLMENT

- The terms of a Student's enrolment at Paradox Studios is for the full duration of the dance year. You can submit a request to change or cancel the Student's enrolment at any time by providing written notice to kids@ycvdancestudio.com. However, once a Student is enrolled in a particular class, they will be enrolled for a minimum of one full term – 10weeks.
- If you wish to submit a change or cancellation of a Student's enrolment, you must do so in writing by 5:00pm on the day that is no less than three (3) Business Days before the start of the next term. Any notices not received by us by this time will be void and of no effect.
- The cancellation or change of a class can only take place during Terms One, of which will take effect at the end of the Term.

TERMS AND CONDITIONS

CHANGES AND CANCELATION OF YOUR ENROLMENT - CONTINUED

- No changes or cancellations to classes can be made in Terms Three and/or Four. Classes and payments will continue to roll over from term to term.
- Without written notice, payments for a full term of fees will be charged. If classes are not cancelled, and the new term has commenced without the provision of notice, a full term of fees will be due and payable. No refunds/credits are applied for cancellation of classes, where the enrolment pays per term.
- No refunds are permitted under any circumstances.
- No enrolments can be put on hold.
- If such notice is received by us to cancel enrolment, you must pay a cancellation fee of \$25.00 on our demand by direct transfer to our nominated bank account.
- Paradox Studios holds the right to cancel the Student's enrolment in any Afternoon School class by providing written notice to you if you have not paid any fees in accordance with – or the Student or you otherwise materially breaches – the Terms and Conditions and such non-payment has not been remedied by you or the Student (as applicable) after we have given you at least 14 days' written notice requiring its remedy.
- You must notify us in writing immediately if:
 - the details of your Emergency Contact person noted in the Enrolment Form changes for any reason; or
 - if you suffer from any medical condition which may impact your ability to complete your training with us, or which may be exacerbated by doing any exercise or task with us,
- Paradox Studios shall not be liable for any loss, damage, injury, claim or other demand which arises because of your failure to provide us with prompt written notice of the above matter.
- If you advise us that you have an injury or medical condition which could be exacerbated by completing a task in your training, we may suspend your enrolment with us until you are able to provide us with satisfactory evidence (usually in the form of a medical certificate from a qualified medical doctor) that our training no longer presents such a risk.
- In the event of an accident, you authorise us or our staff to obtain medical assistance if necessary until your emergency contact person can be contacted. You agree to bear the costs of such medical assistance, if necessary. Paradox Studios does not take responsibility for any damage, loss or injury incurred during the time of study.

TERMS AND CONDITIONS

CHANGES AND CANCELATION OF YOUR ENROLMENT – CONTINUED

- To the fullest extent permitted by law, you fully release and indemnify us and our employees, contracts, officers, servants and agents (all Paradox parties) from all liability in relation to personal injury sustained by you as a result of your participation in any class or otherwise at our premises, whether incurred under statute, contract, tort, or any other body of law or regulation.
- "ipation in any class or course offered by Paradox Studios will expose you to inherent, obvious and other risks which might be dangerous or hazardous to the student. You accept and assume these risks – which include, but are not limited to, personal injury, disease, or other threat of physical harm to oneself and others, and damage to or theft of personal property.

COVID – 19

- Notwithstanding any other clause in these Terms and Conditions, we may give you notice that any Class is to be held online, rather than in person, for such period we deem necessary because of the risk of COVID-19 to our staff and students. It is not necessary for a mandatory health direction to be in place for us to exercise this right. To the extent permitted by law, you will not be entitled to any refund of any class fees in such circumstances.
- From time to time, we may make rules on behaviour at our studios in order to reduce the risk of COVID-19 (or other infectious diseases spreading). Such rules may include (but are not limited to) requirements that you wear a mask and practice social distancing while in our studios. It is a requirement of your enrolment that you comply with these rules at all times.

BEHAVIOUR STANDARDS

- To ensure that we provide a safe and enjoyable place to learn and teach, we require that all students, parents/guardians of students and staff comply with the following Behaviour Standards:
 - You must not record, take photographs, or use any electronic means (including mobile phones) to listen in on any student, class, or teacher (whether in a private part of the school or not) without our prior consent.
 - You must not invite persons who are not students or staff to enter or remain in the campus without our prior permission.
 - You must always follow all reasonable and lawful directions of our staff and teachers, including any rules or directions given in relation to COVID-19.
 - You must not use offensive language or engage in offensive or aggressive behaviour. We will determine whether language or behaviour is offensive or aggressive by having regard to what a reasonable person would consider fits this definition in the circumstances.

TERMS AND CONDITIONS

BEHAVIOUR STANDARDS

- You must not attend our campus, or any off-campus activity organised by us if you are under the influence of alcohol or drugs (prescription or illicit).
- You must not engage in any unlawful activity on or campus, or any off-campus activity organised by us.
- You must not engage in any behaviour which places the safety of our students or staff at risk.
- You must be honest in all of your dealings with us.
- You must tell us if you have a health condition which may effect your ability to safely complete any part of our class or training.
- You must not assist another student or staff member in breaching these Behaviour Standards or hiding a breach of these Behaviour Standards.
- If you reasonably suspect that a student or staff member has breached the Behaviour Standards, you are encouraged to report such a breach to us so that we may investigate.
- If you breach these Behaviour Standards, we may do any the following:
 - Provide you with a written or verbal warning that you have breached the Behaviour Standards and further breaches will result in suspension or termination of your enrolment; or
 - Suspend you from classes, or attendance at our campus for a period of time determined by us, you will not be entitled to any "make up" classes, or a refund or any fees paid for such classes; or
 - Permanently termination your enrolment. You will not receive a refund for any fees paid.
- For the avoidance of doubt, we are not required to provide you with a warning before suspending or terminating your enrolment.
- We may choose what action to take based on the seriousness of the breach at the time, and any previous breaches.
- By enrolling and attending classes with us, you agree to comply with these Behaviour Standards.

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UNATTENDED MINORS

- We do not accept any responsibility for minors before or after a class or course. We may, in our absolute discretion, charge a reasonable fee if a minor is required to be supervised after the conclusion of a class.
- From time to time we may impose safety rules relating to the drop off and collection of minors. It is an essential term of this Agreement you comply with such rules.

PAYMENT

PAYMENT OF FEES

- Fees are charged on an Semester basis and are broken up into weekly payments. Each member will receive an invoice for the classes that they are enrolled in. This includes class fees and costumes. You're only charged for classes over the 20 week enrollment period, ensuring that all contract values are completed by the mid or end of year concert.
- Membership fees roll over into each new term, unless noted otherwise in writing.
- Payments are only accepted via Direct Debit, and are deducted weekly on a Monday. Direct Debits will only be deducted from the authorised account that is listed on the Direct Debit form. Any fees that are paid upfront, or via direct debit, will not be refunded under any circumstances.
- The fees payable by you to us for the Afternoon School classes are set out in the invoice issued to you upon the Student's enrolment at Paradox Studios. An invoice for your fees will be provided to you prior to your commencement date. Your class fees include all fees payable by you in relation to the Student's enrolment at Paradox Studios, the Student's costumes for the class they are enrolled in, and any additional extras. All fees are for the full enrolment period (run over a full Paradox semester).
- Credit card payments incur a 1.5% surcharge.
- All declined payments incur a \$2.00 fee.
- Cash or cheque payments are not accepted.
- Paradox Studios and/or the service provider nominated by Paradox Studios may charge a merchant service fee, administration and/or transaction charges and any other late payment charges (if the details you provide to us or the service provider are incorrect or there are insufficient funds). Any failed payments will be re-processed on a date determined at Paradox Studio's discretion.
- The following fees apply:
 - Mastercard: 2.27%
 - Amex/Diners: 4.40%
- Paradox Studios reserves the right to terminate your enrolment and/or provide your information to a debt collection agency due to payments falling in arrears (subject to applicable legislation).
- Note: All fees must be kept up to date to allow students to continue attending classes.

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DIRECT DEBIT AGREEMENT

- If you request to have your fees deducted from your account by Direct Debit, you acknowledge that you have read and understand the Direct Debit Service Agreement, which can be found attached to this document. A copy of this can also be requested by emailing Kids@ycvdancestudio.com

PERFORMANCE TEAM FEES

- The Paradox Performance Team program requires a full year commitment, and anyone that wishes to discontinue at any stage will be required to pay for the year in full. Performance team fees are non-refundable unless sufficient evidence is shown of injury or illness. Cancellations are made at the discretion of the Studio Director and upon the supply of sufficient documentary evidence. A refund may be made or negotiated due to illness, hospitalisation, other medical conditions or extenuating circumstances.

MISSED OR CANCELLED CLASSES

- Paradox Studios does not offer make-up classes or refunds for any missed or cancelled group or private sessions.

FORCE MAJOR EVENTS

- If a Force Majeure event occurs, Paradox Studios may do any or all of the following:
- If possible, move all and classes to a remote learning mode (Eg. Online classes via Zoom);
- Move the physical location of such classes to another place: or
- Cancel, delay or reschedule all classes.
- To the extent permitted by law, you will not be entitled to any refund of any class fees in such circumstances.
- Paradox Studios shall not be liable for any loss, cost, claim or demand arising as a result of a Force Majeure Event

PRIVACY POLICY AND PUBLIC CONSENT FORM

- You agree that before entering this Agreement, your attention was drawn to the Publicity Consent Form and Privacy Statement annexed to this Agreement.
- Paradox acceptance of any enrolment application is subject to your acceptance of the terms of these documents and in proceeding with such enrolment you are deemed to have accepted these terms.

TERMS AND CONDITIONS

HEALTH AND SAFETY

HEALTH OF A STUDENT

- It is your responsibility to notify Paradox Studios of any medical complaint or history suffered by the Student that may prevent that Student from engaging in any physical or active or passive exercises or routine.

GENERAL PROVISIONS

PRIVACY POLICY

- Paradox will handle all personal information received in accordance with the Privacy Policy.
- You acknowledge that:
 - On signing this Agreement, you were provided with a copy of our current Privacy Policy and agree to its terms; and
 - That Paradox may change the terms of the Privacy Policy from time to time without providing you notice.

LIABILITY

- To the fullest extent by law, we exclude liability for any loss, damage, death, personal injury or illness to a Student arriving at, attending or leaving a Paradox Studios class or any activity related to the Paradox Studios class (whether organised by Paradox Studios or a third party on behalf of Paradox Studios) except in the circumstances where it is caused by the gross negligence or wilful default of an employee.
- To the fullest extent by law, without prejudice to the other terms of this Agreement, we exclude liability to you for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), loss of goodwill or reputation, any other special, indirect or consequential losses or loss to third parties or consequential losses of any nature at all which may be suffered by you where that loss is incurred directly or indirectly as a result of this Agreement.

FULL AGREEMENT

- This Agreement sets out the full extent of Paradox agreement with you, and there are no further conditions, promises, warranties or agreements between yourself and Paradox which are not documented within this Agreement.
- You agree that:
 - Before signing this Agreement, you were provided an opportunity to review and obtain advice on all terms shown herein; and The terms of this Agreement are fair, reasonable and necessary to protect Paradox Studios interests.
 - To the fullest extent permitted by law, any damages which you may be entitled to as a result of any contravention of the Australian Consumer Law by Paradox Studios shall be capped at a maximum value equal to the lesser of either: the cost of Paradox Studios providing the goods or services or the total fees paid by you to Paradox Studios at the time of the contravention.

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TERMS AND CONDITIONS

CHANGES TO AGREEMENT

- Paradox Studios may change the terms of this Agreement at any time, without prior notice.
- If we elect to change the terms of this Agreement, we will send written notice of the changes to the email address provided by you from time to time ("Notice of Change").
- You will be deemed to have accepted such changes if you do not provide written notice to us that you reject these changes within 5 Business Days of the Notice of Change.
- If you provide us with written notice that you do not agree to the changes, we may terminate your enrolment with us.

PLEASE KEEP YOUR RECORDS UPTO DATE

- Please ensure that you keep us promptly informed of any change to your contact or payment details. We will not be responsible for any event relevant to your enrolment due to a failure by you to notify us of any relevant changes. Paradox Studios communicates information via email and as part of this service you must have a valid email account.

OTHER

- If any provisions of this Agreement are deemed void, invalid, illegal or unenforceable for any reason, that clause may be severed without affecting the enforceability of the other provisions of this Agreement which Agreement shall, to the maximum extent permitted by law, continue to be valid and enforceable.

STUDENTS NAME;

STUDENTS SIGNATURE

PARENT NAME

PARENT SIGNATURE

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I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED ABOVE IN THE PARADOX KIDS TERMS AND CONDITIONS BOOKLET IN REGARDS TO MY ENROLMENT AT PARADOX STUDENIOS / YCV DANCE