

## Terms and Conditions for Associated Studios Australia

### **Introduction**

1. These terms and conditions form part of your contract with Associated Studios Australia, a registered company in Australia (ACN 627 684 744) based at Melbourne Dance Centre, 75 Weston Street, Brunswick 3056, Melbourne.

### **Payment**

2. A 15% non-returnable deposit is payable on signature/return of the contract between you and Associated Studios Australia. Final confirmation of your place will not take place until cleared funds are received by Associated Studios Australia.

3. The deposit payment is contractually binding and represents your acceptance of the contract including the terms and conditions and any addendums.

4. The balance of the fee should be paid in full by the start of the course except where an installment plan has been agreed and approved.

5. Following payment of your deposit, you can apply to pay in monthly installments (maximum of 6 months). Monthly payments must be made by direct debit on the 7th day of each month and will commence the month the course begins.

6. The monthly payment plan must be agreed by Associated Studios Australia who will provide a written payment plan, which you agree to adhere to. Failure to keep up payments could: a) result in dismissal from the course; b) prevent you from appearing in any performance (including showcase); c) incur interest on outstanding balance.

7. Associated Studios Australia reserves the right to refuse admission to any person who has not paid the entire course fees in full, prior to course commencement, if other arrangements have not been made.

8. Once Associated Studios Australia has issued you with a contract you are personally liable for all fees due. The only exception is where a sponsor notifies Associated Studios Australia that they accept liability. Such notification must be made in writing.

9. No refunds/rebates of fees will be made if you miss any classes due to illness or if you are absent from the course for any other reason.

10. It is essential to provide the name and address of a Guarantor, who will act as surety on your behalf. A Deed of Guarantee, signed by your guarantor is attached to and forms part of your contract with Associated Studios Australia. Your guarantor must be over the age of 25. This document will not be needed in cases where the full fees are agreed to be paid before the course begins.

### **Cancellation and Modification**

#### **11. Course cancellation by Associated Studios Australia**

Associated Studios Australia reserves the right to cancel a course at any time. Associated Studios Australia will make every reasonable effort to give registered participants as much notice as possible.

An example (without limitation) of a circumstance where Associated Studios Australia may cancel a course is low enrolment. Courses are financially self-supporting and a minimum enrolment is therefore necessary to make each course viable.

Where a course is cancelled, Associated Studios Australia will offer either an alternative date for the course, a credit of paid course fees, or a refund of paid course fees. Associated Studios Australia shall have no other liability for cancellation including the cost of airfares, hotels or other expenses incurred.

In the event of a course being cancelled once it has started a relevant percentage of the course fee would be refunded to cover any training not taking place.

#### **12. Cancellation of course by you**

If a student chooses to leave a course for any reason before its completion then full course fees would still apply.

If you wish to cancel your place on a course for any reason, you may request in writing that your place be deferred to a future course. Associated Studios Australia does not commit to accommodate such requests, but, provided there are reasonable and objective reasons (with supporting evidence) for deferment, such as illness or a professional performance engagement, Associated Studios Australia will make reasonable efforts to do so as a goodwill gesture. Decisions regarding deferment will be assessed on a case-by-case-basis by Associated Studios Australia. Should deferment not be possible, then you will forfeit any course fees paid and shall be obliged to pay any balance of course fees still outstanding on the respective due dates.

Please note that a deferral claim may only be made once per student any future claims will be null and void after the first has been requested.

If the student chooses to withdraw their application, written notice must be received three months prior to the start date of the course to receive a 50% refund of any fees paid, or two months prior to the start of the course to receive a 25% refund of any fees paid (this does not include the deposit which is non-refundable). If you wish to withdraw after this date your full fee will still apply.

If you cancel or fail to attend the course for any reason, without the prior written agreement of Associated Studios Australia, the full course fees are payable by you and are not refundable.

### **Force Majeure**

Associated Studios shall have no liability to the Students for the cost of the course or any part of it or for any loss or damage suffered or incurred by the Students if on any one or more days of the run the course is closed or the services being offered cease in circumstances beyond the reasonable control of Associated Studios.

In the event of (but not limited to) any of the following acts include war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Associated Studios financial obligations shall be suspended for the duration of such times. Resumption of courses shall be at Associated Studios discretion. In the event that resumption of courses may not be agreed within a reasonable time frame both parties shall negotiate a full and final financial settlement in good faith under the general terms and conditions of this Agreement.

No responsibility is accepted for any breakdown failure or defect in any of the Equipment which could not be reasonably foreseen by Associated Studios nor shall Associated Studios be held liable for any consequences attributable to any termination breakdown or interruption of the supplies of electricity gas or water or other services outside its control.

### **Intellectual Property & Data Protection**

13. Associated Studios Australia retains all intellectual property rights in the courses and course materials, as well as any materials developed during the course. Associated Studios Australia grants you a revocable, non-exclusive license to use such materials solely for the purpose of, and while, participating in the courses.

14. Associated Studios Australia may take visual and/or audio recordings and photographs of participants/students and reserves the right to use these, and/or the participant's/students name, for promotional, management or educational purposes in the UK or overseas. You are deemed to consent to this unless you notify Associated Studios Australia otherwise in writing, prior to the start of each course.

15. You agree that Associated Studios Australia and other companies in the Associated Studios Australia group of companies may use any data provided by you for management analysis and monitoring, the purchase and supply of materials, administration of customer accounts and the advertising of services and products provided by Associated Studios Australia companies. You have certain rights under the law (exercisable by contacting Associated Studios Australia) to have access to, rectify, object to the use for direct marketing of, or delete personal data held by Associated Studios Australia about you.

### **Code of Conduct**

16. The following conduct is expected: You must be punctual. It is essential that you are ready and prepared to start your class on time (this includes giving yourself time to change into suitable clothing for the class). If you are at all late you will be excluded from the remainder of that day, with the exception of extreme circumstances communicated to the office prior to arrival.

You must ask permission to be absent from any of the classes. In case of illness, Associated Studios Australia must be informed by phone as soon as possible.

Mobile phones are to remain switched off at all times for the duration of the class, unless you have been told by your tutor that you can use them to record. Phones disturbing classes may be confiscated at the discretion of Associated Studios Australia Staff members.

You are expected to behave in a professional courteous manner towards staff and fellow participants. Smoking is not allowed in any of our venues.

Any person found in possession of, or using drugs other than those specifically prescribed for them, during class time will be dismissed.

Alcoholic drink is not allowed in class and anyone found under the influence of alcohol whilst required for class will be suspended pending further investigation.

In the interest of all course participants, Associated Studios Australia reserves the right to enforce the removal of any participant from the course whose behaviour or demeanour is, in Associated Studios Australia' reasonable view, considered unacceptable and which could be deemed to bring Associated Studios Australia into disrepute

### **Medical**

17. Whilst you are not legally obliged to provide details of pre-existing medical condition, if you are found to have an undisclosed condition that could compromise the safety of you, a colleague or member of staff whilst on the course, your place on the course may be jeopardised.

If you are absent from classes for more than 3 consecutive days, or 5 non-consecutive days within a four week period you must provide Associated Studios Australia with a doctor's certificate

### **Liability**

18. Associated Studios Australia will only be liable for failure to act with reasonable care and skill. Associated Studios Australia' liability (whether under this contract or in tort, or on any other basis, and including in cases of intentional wrongful actions) shall be exclusively governed by these terms and (save in the case of personal injury, death or fraud) limited to proven damages not exceeding the course fees actually paid by (and not reimbursed to) you.

19. Associated Studios Australia shall have no liability for any purely financial loss, such as loss of revenue, profit, opportunity, goodwill, use, alternate courses, reputation or data, nor for any consequential or indirect loss.

Associated Studios Australia shall have no liability for events beyond Associated Studios Australia' control (such as, without limitation, bad weather, fire, flood, war, hostilities, civil disturbance, acts of government or other authorities and labour disputes or obligations affecting ASA or some other party).

20. To the extent permitted by law, claims against Associated Studios Australia in connection with any course shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to Associated Studios Australia within eight months of the end of the relevant course.

### **Equality and Diversity**

22. Associated Studios Australia is committed to Equality and Diversity and to generating and sustaining a supportive and positive environment for staff and members. No individual person will be discriminated against because of age, disability, gender reassignment, marital/civil partnership status, pregnancy, race, religion and beliefs and sexual orientation. Any infringements pertaining to above should be immediately reported to a member of Associated Studios Australia office staff.

### **Miscellaneous**

23. Any course descriptions appearing in print/digital format are to be seen as a guide only. Alterations to the program may occasionally be necessary due to circumstances beyond our control. This could include change of venue, change of course dates, change of course times and change of tutors. This may

take effect without prior warning or notice but Associated Studios Australia will endeavour to provide full notice whenever possible.

24. If your course includes 1-2-1 coachings or you have elected to use the option of additional coachings you are agreeing to undertake them under the following conditions:

- a) Coachings must be used by the end of your course, no additional time will be awarded in lieu of absence, sickness, or extenuating circumstance, unless formally applied for in writing, with a minimum of 14 days notice. There is no cash refund or credit given for any coachings not used.
- b) Coachings may only be taken with recognised Associated Studios Australia coaches for an allocated period of time, this is usually 45 minutes per session, but will be confirmed by the office at the start of the course. Any additional time spent with coaches will be at a cost to the student and will need to be arranged directly with the coach.

25. If you wish to discuss anything pertaining to the course with a member of the Associated Studios Australia staff, you may visit us in our office at a pre agreed time or by calling on Tel: 04 29222869.

26. It is the intention of Associated Studios Australia that all the terms of the contract between it and you are contained in this document and in Associated Studios Australia' notice of acceptance. If you wish



to rely on any variation to these terms, you must ensure that this is recorded in writing and signed by you and on behalf of Associated Studios Australia before the course commences. However, Associated Studios Australia reserves the right to vary these terms and conditions from time to time and the current version will be published on the website [www.associatedstudios.com.au](http://www.associatedstudios.com.au). Any waiver of these terms and

conditions in a particular circumstance from time to time shall not be deemed to be a waiver for the future.

27. By applying for and attending the course, you are deemed to have accepted these Terms and Conditions.

These terms and conditions are governed by Australia law, and the parties consent to the jurisdiction of the Australian courts.

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