

TERMS & CONDITIONS

2022

LIABILITY WAIVER

By enrolling to attend any MBK Dance Studios classes either in person or online you agree to this Release of Liability Agreement:

1. I am, or my child is, participating in classes, offered by MBK Dance Studios. I recognize that dance classes require physical activity that may be strenuous and may cause physical injury, and I am fully aware of the risks involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my, or my child's, participation in the classes. I represent and warrant that I am, or my child is, physically fit and I/my child have no medical condition that would prevent my/my child's participation in the classes.
3. I understand that it is my responsibility to advise the dance teacher of any injuries or if I am pregnant so the instructor can provide suitable modifications where required.
4. I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I, or my child, might incur as a result of participating in dance class.
5. In further consideration of being permitted to participate in dance classes, I knowingly, voluntarily and expressly waive any claim I may have against the owners, instructors, and assistants, individually or otherwise, of MBK Dance Studios for damages, and injury that I, or my child, may sustain as a result of participating in classes.
6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue MBK Dance Studios for injury or death caused by their negligence or other acts.
7. I will not hold responsible/ sue MBK Dance Studios, instructors or employees for any injuries suffered by me /my child caused whole or in part by my failure to follow the instructions of you or your employees or by any physical impairment of mine not fully disclosed to you in writing.

By enrolling, all parents and students agree to abide by the above Release of Liability Agreement.

STUDENT CODE OF CONDUCT POLICY

This policy pertains to physical and online classes taken by students.

1. Students are required to show respect to their teachers, cover teachers, other students, and their families.
2. Students are required to respect the studio property and premises at all times.
3. Students should try to attend all classes, punctually and as a courtesy, apologize when interrupting a class and advise teachers (in advance when possible) if they will be absent or late to a class.
4. Students are expected to arrive in the proper uniform dress code. Hair should be in the appropriate style. Students should have all the required shoes for their classes. Please see our uniform requirements for clarification.
5. Students are required to revise and practice when preparing for performances, exams, or competitions.
6. Students are required to moderate their language, conversation, and behaviour when they are representing the studio and are to represent MBK Dance Studios positively at all times.
7. Students are required to clean up after themselves and maintain clean studios and amenities.
8. Students are required to be respectful when other classes are taking place.
9. Lost property: Please ask teachers for the lost property box should you need to check for lost items. We suggest naming all items so they can be returned. All lost property will be emptied at the end of each term.
10. Stealing will not be tolerated and will result in immediate expulsion from the school. Whether the direct acquisition of another person's property, not paying studio fees, or not enrolling in classes/paying the required fees for the term without prior agreement.
11. MBK Dance Studios has zero tolerance towards bullying. Bullying of any kind, whether it be verbal, physical, social, or cyberbullying WILL NOT BE TOLERATED AT MBK DANCE STUDIOS and will result in immediate suspension from classes. Every student has the right to learn to dance in a safe, friendly, and inviting environment.
12. MBK Dance Studios' principal and teachers have the right to refuse service & enrolment to any person for any reason.

MBK Dance Studios' principal and teachers have the responsibility and authority to ensure that MBK Dance Studios' health and safety objectives are achieved. They will identify and support measures to eliminate bullying of any kind within the Dance School. Dancing is a team sport and all students learn how to dance as part of a team atmosphere and must be accepting of all other dancers. MBK dancers and family members are responsible for their behaviour and must operate responsibly and appropriately.

Any breach in this policy, depending on the severity of an incident, will result in one warning and if a second breach occurs; expulsion or suspension from the studio.

COVIDSAFE POLICY

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organisation. COVID-19 is contagious and is believed to spread mainly from person-to-person contact.

MBK Dance Studios will make every effort to keep our studio sanitized and to prevent symptomatic employees and dancers from entering the building. However, COVID-19 has been proven to be asymptomatic in some persons. Therefore, MBK Dance Studios cannot guarantee that you or your child(ren) will not become infected with COVID-19 or any other unknown virus.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending MBK Dance Studios and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

By signing this agreement, I agree that my child and any accompanying persons will not enter MBK Dance Studios Dance spaces if we exhibit any symptoms of COVID-19. Which are fever, cough, tiredness, loss of taste or smell, sore throat, headache, aches, and pains.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at MBK Dance Studios.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless MBK Dance Studios, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MBK Dance Studios, its employees, agents, and representatives, whether a COVID-19 or other currently unknown virus infection occurs before, during, or after participation in any MBK Dance Studios program or class.

No staff members, family members, or students will be permitted to come to dance class if they have any COVID-19 like symptoms. If a student or family member presents to classes with COVID-19 like symptoms they will be asked to isolate in a separate room until safely able to leave the premises. They will then be notified to self-isolate and seek testing in accordance with state guidelines.

We recommend that all staff, parents, and teen students download the COVIDSafe app.

Please update your details with MBK if you have recently moved or changed phone numbers.

Where there is a suspected or confirmed case of COVID-19 the National Coronavirus Helpline (1800 020 080) will be contacted. You will be asked not to return to the premises and to follow all advice from the Helpline.

COVID-19 POLICY

Should our classes be canceled due to an unforeseen lockdown, as per Queensland Government recommendations, we will take all classes online via Zoom. We have had huge success taking classes online in the past and are thrilled that this option exists for our dancers, so they can keep training.

Should this need to happen, there may be a few days of preparation needed. Families will be kept well informed on the status of online classes.

No refunds, credits, or exchanges of fees will be given if this occurs.

By enrolling your child you agree to all policies listed here in this document.

Should you or your child test positive for COVID-19 and need to isolate until well, make-up classes will be offered. No refunds will be issued.

PRIVACY POLICY

The privacy of your personal information is very important to MBK Dance Studios. We will not sell, rent or trade your personal information to any third parties. We will take special care to protect the privacy and security of your information. This policy explains our information practices and the way that MBK Dance Studios collects and uses your information. This Privacy Policy covers the information you provide to us offline and on MBK Dance Studios website.

HOW DOES MBK DANCE STUDIO COLLECT AND USE MY INFORMATION?

When you enrol for classes at MBK Dance Studios, we collect contact information such as parent names, addresses, phone numbers, emergency contacts, e-mail address and student information such as student names, birthdays, medical conditions, and your comments. This information is needed to manage studio business and will not be used or sold for any other purpose, except as described below.

WHO HAS ACCESS TO MY INFORMATION?

When you register on our websites parent portal, you are required to enter an e-mail address and a password. The combination of that e-mail account and password is used to ensure that only you have access to, and only you have the ability to modify, your personal information through MBK Dance Studio's website. MBK Dance Studio's office personnel have access to your personal information only to manage the studio business.

MBK Dance Studios will access your personal information and/or share it with third parties only for the following purposes: (i) as needed for studio business; (ii) if required to do so by law or to comply with legal process; or (iii) to protect the rights, property, or personal safety of the public. If you have any questions about our Privacy Policy or if you wish to update or remove any of your personal information, please contact the office.

FEES & PAYMENTS POLICY

- Dance fees are paid per term. Term length is between 9-11 weeks. This is an average of 10 classes per term depending on the length of the school term. You are not paying for scheduled school holidays & will be notified of these days. All closure dates are given out at the start of the year.
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- Invoices are emailed out. All fees are due in the second week of each term and are handed out at least a month prior to the due date.
- All overdue accounts will receive a \$15 late fee each week that payment is late. You will be required to pay the late fee/s and no discussion will be entered into.
- In the event fees are late, any allocated discount does not apply, and you will be required to pay regular fee rates and late fees.
- If your invoice is incorrect please notify MBK, otherwise, a late payment fee will apply. If this is not done, we will assume that your invoice issued is correct and fees are payable by the due date.
- Term 4 usually concludes in the last week of November. Term 4 fees include rehearsal & photo day, full-term fees apply. These days are compulsory for all students & are charged at the regular class price.
- Any student with an overdue balance of more than 30 days will be asked to watch their classes and will not be permitted to participate in the annual concert or receive exam certificates/ medals until payment in full is received.
- The quality of our facility and faculty depends upon a system of mutual respect and cooperation. We understand that anyone may have financial difficulty, if this occurs in your situation you need to notify MBK Dance Studios immediately, so a solution can be put into place.

DISCOUNT SYSTEM

3 classes = 5% off

4 classes = 10% off

5 classes = 15% off

6-10 classes = 20% off

Unlimited Package = \$60 per week

- Fees invoiced & paid per term (usually 10 weeks).
- An administration fee of \$20 is charged annually. Generated on the first invoice of the year, regardless of the start date.
- Class Discounts are per student.
- Unlimited Package is per family.
- Solo Lessons & Competition Classes are not included in the Unlimited package.
- Adult Classes are not included in the Unlimited package.
- Once \$60 per week is reached, families will automatically be put onto the Unlimited Package.
- The discounts offered to families are only applied to invoices paid on or before their due date. If fees are late the discount is removed & late fees will be applied.

MISSED CLASSES POLICY

- No credit or refund is given for student absences or when families choose to take their holidays during the active school term. No refunds are given for term fees.
- Not attending classes is not accepted and you will be billed for terms fees and or late/administration fees. We do not pro-rata accounts if families are going on holidays as you are taking up a place in the class that would be otherwise filled & paid for.
- If a class is missed due to sickness or injury you are entitled to a make-up class. Please make up any missed class within the term of your absence; no credit or refund will be given for missed classes due to sickness or injury. This must be discussed with the school principal prior to attending the make-up class, as some classes are full. It is the responsibility of the parent to arrange the make-up class.

EMERGENCY CLOSURES POLICY

In the event of bad weather, power outage, or sickness pandemic (such as COVID-19), you will be notified of canceled classes. We encourage and invite our students to make up canceled dance classes in any comparable class on our schedule at either location.

No refunds will be issued for class cancellations due to hazardous weather, power outages or sickness pandemic. Please email info@mbkdance.com.au to organise make-up classes. Any classes missed due to hazardous weather, power outages or sickness pandemic should be made up in the same term.

DROP OFF & PICK UP POLICY

- Primary school students and younger are to be walked to the studio door and seen safely inside by their parent/guardian and collected the same way.
- High school students may be dropped off and supervised entering the building from your vehicle.
- Students may be dropped off 10mins prior to their class or on time, no earlier, unless otherwise arranged
- Siblings are not permitted on the studio premises without parental supervision.
- At pick-up time, if students can't see you waiting outside, they will be asked to wait for you inside under supervision. Students are not to run to your car; you are to physically collect them from the studio door.
- If you are running late, please send a courtesy text to let teachers know.
- The roads surrounding our halls are very busy and therefore all students must be reminded of our drop off & pick up policy. Please have the discussion with them so everyone is on the same page.

MAINTAINING ENROLMENT

To maintain your place at MBK Dance Studios all fees must be up to date and all uniforms and grooming rules must be adhered to and you must be regularly attending classes. Students behaviour should mirror our student code of conduct policy to maintain enrolment at MBK Dance Studios.

CANCELLATION POLICY

If you choose to terminate your commitment to MBK Dance Studios you must notify us as soon as the decision has been made. No term fees or costume hire fees will be refunded if you choose to leave and all outstanding invoices must be paid prior to leaving.

CONCERT & COSTUME HIRE

A concert commitment note is handed out in early term 3. This is an official agreement to participate in our end-of-year concert. This event takes a lot of organizing and teamwork. We need a commitment from our families to ensure the team is not let down. This commitment involves attending all classes, paying your fees and costume hire on time, attending photo and rehearsal days, and performing at our end-of-year shows. All Students must participate in all shows, no exceptions.

GENERAL

- If your child is going to be absent from classes, please send a courtesy message to Hayley Paine (MBK Principal) on 0408 988 119.
- Students should bring a named water bottle to class.
- Students must have the correct uniform & hair for every class.
- Bullying of any kind or any form of disrespect to other students & teachers will be reported to parents if observed. Reoccurring behaviour of this manner may result in the suspension of students responsible.
- Any incidents of bullying or blatant disregard for the rules must be reported to the teacher present immediately & appropriate discipline will be issued.

Our goal and mission at MBK Dance Studios are to provide professional, educational and fun dance classes to all of our students.

Our students' dance training and safety is our number one priority and why we have the above policies in place. If you need to discuss anything regarding classes or any of the policies above please do not hesitate to contact MBK at info@mbkdance.com.au or 0408 988 119.

By enrolling, all parents and students agree to abide by the above policies and code of conduct.
Please sign below:

Name: _____

Signature _____

Date: _____