



ACTION DRAMA STUDIO

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TERMS AND CONDITIONS 2022

Fees

Fees are payable on a semester basis (two terms) up front and are in all circumstances, non refundable. However, if a student withdraws from the program due to extenuating circumstances, a credit on missed classes will be offered from the date that ADS receives notice of cancellation. This credit may be used for future classes and workshops (with the exception of excursions) and is transferrable to other members of the family.

Payment plans via Direct Debit are an option. Individual class payments are not an option because all costs to Action Drama Studio including staffing, hall hire and advertising are based on a minimum semester fee, per person.

Refunds are not possible for missed classes, however students are welcome to attend a make up class at another studio location, provided there is an available place in a suitable class and it is an appropriate time i.e. not too close to showcases or productions.

Part semester fees are not an option as costings are based on a full semester. The exception to this is when a new student enrolls late in the semester.

Classes DO NOT operate on public holidays. Wherever possible extended rehearsals will be offered prior to end of semester performances to make up for lost time.

All new students are entitled to one free trial lesson per year only. ADS promotions and vouchers cannot be used in conjunction with each other.

Fees which are overdue by 4 weeks (28 days) or more will incur a 10% late fee to cover the extra administration costs associated with collecting overdue fees.

In the event of non-payment of fees, the student (if an adult) or the parent/guardian (if the student is under 18 years) will be liable for all costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitors' costs) incurred to recover the fees.

Classes

There is no facility for parents, family or friends to stay and watch classes at any studio. This gives the teacher the opportunity to encourage student independence and to prepare children for performances without distractions. Parents will be invited to a Showcase mid-year and to an end of year performance.

Re-enrolment from Semester 1 to 2 is automatic. Notice must be given three weeks before the start of a new semester in order to withdraw without charge. If withdrawal notice is not given, it is assumed the student is returning and their place is kept. Holding a place may prevent a new student from enrolling, therefore in the event of failing to cancel, ADS will be entitled to charge a fee based on the number of weeks missed.

Action Drama Studio will expect and encourage positive behaviour at all times. If a child presents a behavioural problem in class, a warning to the child will be issued and discussed with the parent/guardian. Following this, if the child continues to present a behavioural problem or poses a threat to the safety and well being of staff or other children, they will be unable to continue classes. Refund cannot be guaranteed in regard to such a withdrawal and will be at the discretion of ADS.

If an adult student poses a threat to the safety and well being of staff or other students, they will be immediately withdrawn from classes. Refund cannot be guaranteed in regard to such a withdrawal and will be at the discretion of ADS. Similarly, if a parent of a student poses a threat to staff, their child may be withdrawn from the class without refund. The definition of a threat posed by adult student or parent may include any behaviour that is intimidating to staff (perceived or actual) including verbal or physical. The safety and well being (physical and emotional) of staff and/or other students will be considered as the preceding factor in all cases.

Action Drama Studio has the right to vary advertised classes, times, days, locations and fees. The student or parent/guardian of student is unable to make claim in regard to any alteration.

In case of accident or untoward incident, consent must be given by parent/guardian of student for any necessary medical treatment and they must agree to meet any expenses incurred.

Personal information will be stored in accordance with current privacy legislation. ADS needs to be informed when any details previously stated on the Enrolment Form have changed, especially contact details and relevant medical information.

Parent/guardian must warrant that their child does not suffer from any illness, disorder or injury that would render it unsafe for him/her/me to take part in ADS classes and that if the teacher requires any information or instructions for the safe management of student, this information must be included on the registration form. Adult students must also disclose if they have any illness, disorder or injury that would render it unsafe for him/her/me to take part in ADS classes.

It is a condition of enrolment that permission is given for video and photographs to be taken of all students during classes, workshops, rehearsals and performances. Videos and photographs may be used in ADS advertising unless the parent requests non publication of their child's image.

Coronavirus (COVID 19) & Pandemic Clause:

1. In the event of a lockdown restricting classes from taking place in person, all classes will move online. Whilst all efforts will be made to keep classes at the same time, ADS reserves the right to amend an online timetable in the event of staff unavailability, illness etc.
2. ADS is unable to run online & in person classes at the same time.
3. Students who cannot participate in online classes due to personal circumstances or preferences will be offered a credit for lessons missed. This will need to be communicated to ADS by a parent before the class has taken place. Credits will not be applied retrospectively once a class has already been missed.
4. Students who cannot participate in online classes due to medical or extenuating circumstances may be offered a refund at the discretion of ADS.
5. In relation to vaccination requirements, group cap sizes, density limits & safe operating procedures, ADS will remain compliant with all mandated public health orders by the acting Chief Health Officer (CHO) and Department of Health & Human Services (DHHS). In the event a student is not compliant with mandated public health orders, he/she/they will not be permitted entry to classes/performances.
6. Students/parents who cite medical exemptions will need to provide appropriate documentation as outlined in the current COVID-19 Vaccinated Activities Directions.

Agreement on Registration:

I warrant that I/my child does not suffer from any illness, disorder or injury that would render it unsafe for him/her/me to take part in any ADS class, workshop or program that he/she/myself is enrolled in. If I/my child has any illness, disorder or injury I will include this information on the registration form.

I understand that Action Drama Studio teachers and assistants will take all reasonable care of all students and I will not hold them responsible for any damage and/or loss of property and/or accident/injury that may occur on the premises, on location or whilst performing e.g. events, end of year performance.

I hereby release and forever discharge Action Drama Studio from any and all liability, loss and damage (including direct, indirect and consequential) or any other claim in any way associated with the attendance of myself or my child/children at Action Drama Studio classes.

Consent on Registration

In order to enrol, the parent or adult student must:

- *have read, understood and agree to the fees, terms and conditions of Action Drama Studio.*
- *give permission for ADS to seek emergency services (medical, hospital, ambulance) if the need arises.*
- *give permission to photograph and video you/your child during classes, workshops, rehearsals and performances.*
- *must pay the fee to secure a place in the class.*