

Client Information Document and direct debit agreement between 'JDC Studios/JDC/JDC Performing Arts Studios & the Client listed in this agreement'

General

The Big Group Co Pty Ltd (ACN 638 363 032) T/A JDC Studios referred to throughout as "JDC Studio." These terms and conditions can be found on the website www.jdcstudios.com

Your use of all information or materials, on this member's information document and contract is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this document meet your specific requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

1. Facilities Terms and Conditions

1.1 I agree to abide by the rules of conduct displayed during the induction, behave in a respectful manner, dress adequately/appropriately during any and all dance classes, use any provided equipment appropriately and use the services that are displayed within the studio in a respectful manner.

1.2 You must at all times conduct yourself in a civil, safe and proper manner and entirely in accordance with the Policies and Procedures and any other directions of JDC Studios. Should the student violate the Policies and Procedures or engage in any behaviours or practices that are deemed to be inappropriate or unsafe, JDC Studios reserves the right, to immediately, without further notice to you terminate the Services, and, to the extent permitted by law, no refunds will be given.

1.3 JDC Studios is not responsible for students personal property, for any lost, stolen or damaged to personal property. Personal property is brought to classes at the student's own risk. The Student will be liable for loss, injury or damage caused by an act or omission of the student to anyone else or to JDC Studios property including without limitation the premises, equipment, costumes, uniforms, proper other property (JDC Studios Property). In such an event, without limiting any other remedies available to it at law, JDC Studios reserves the right to charge the student's parent the full cost of either (at its discretion) repairing or replacing the JDC Studios property.

1.4 Facilities and services may change without prior notice. Any such changes will not affect the terms of any membership or paid term agreement.

1.5 Although JDC endeavours to provide a safe, clean and secure environment for all students, classes entail certain risks (including the danger of personal injury) which cannot be fully eliminated. Parent/guardians voluntarily elect students to attend the classes and accept the services 'as is' and assumes all risks of loss, damage or injury that may be sustained as a result of attending or participating in the classes or otherwise utilising the Services. To the extent permitted by the law, the students parent/guardian agrees to release, indemnify and hold harmless, JDC Studios and its Personnel against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses,

property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from:

- (a) a breach by the Student of any of their obligations under this Agreement;
- (b) any act or omission (whether negligent, dishonest, fraudulent or otherwise) of JDC Studios;
- (c) the Student's attendance or participation in the classes and their use of the Services.

2. Direct Debit Conditions

2.1 By signing the enrolment form you are acknowledging that you have received, read, understand and accept all Terms and Conditions. Please read these carefully before signing your enrolment form and refer to this page for future reference:

2.2 A signed direct debit form for each student and the enrolment form must be received for each new year of enrolment (or prior to the commencement of any classes for enrolments taken throughout the year)

2.3 Enrolments will automatically continue into each new term. If you do not want to continue into a new term, written notification to info@jdcstudios.com must be given before the end of the previous term. If notification is not received, then the full current term fees will be payable. This is non negotiable.

2.4 Payment is accepted via Direct Debit from your nominated bank account by installments weekly or fortnightly. If you wish to pay your account upfront, this may be completed at front reception during the trading hours which can be found online (info@jdcstudios.com)

2.5 The following direct debit transaction charges apply:

Bank Account Transaction Fee per transaction: \$0.88

Dishonour Fees: \$15.50 each transaction if no funds are found in the account.

2.6 I understand that if sufficient funds are found in my account I will be responsible for payment of the debit, plus an additional dishonour fee of \$15.50 for return fees and administrative costs incurred by the selected debiting company JDC Studio chooses.

3. Enrollment, Costume fee structure & Competition Student Conditions

3.1 Term fees do not include payment for any uniform items, annual performance costumes, workshops, competition costumes or competition entries as a soloist or a group.

3.2 Costume hire fees are between \$35.00 to \$50.00 and must be paid before the costume is released to wear on stage. Students may not participate in the Mid-year or End of year concert unless accounts are up to date.

3.3 Competition Costume hire fees are between \$10.00 to \$15.00 and will be added to each competition entry. JDC Studios has the right to add as many dances to the competition team at any given time as they wish.

3.4 If you have selected competition classes, the student of JDC studios must participate in any and all performances, competitions and corporate event JDC Studios selects.

3.5 Once enrolled, change of class is not permitted after 2 weeks from the commencement of JDC Studios term 1 and 2 weeks from the commencement of term 3. The term dates can be found online www.jdcstudios.com

3.6 If you are enrolling your child in the Competition classes or Extension program classes, termination of your enrollment agreement can only be permitted if the following is met.

(a) I understand I must notify JDC Studios within 2 weeks of the commencement of term 1 (dates can be found online)

(b) I acknowledge if i terminate within the time frame provided in section 3.6 (a) i must do so by email to info@jdcstudios.com stipulating my child will no longer be participating in the competition classes.

(c) I agree verbal or via any social media platform is not acceptable.

(d) I understand If term 3 has commenced, I can not terminate my agreement and the automatic renewal of term 3 & 4 will take place.

(e) I understand if i do not follow section 3.6 (a,b,c or d) I agree i will continue my direct debits and any additional extra cost on top of my direct debit of up to \$1,000 which will cover the cost of extra rehearsals and choreography due to the absence of my child.

(f) I agree to the above terms and acknowledge i will be held liable for the cost of repositioning dance routines and any extra rehearsal cost due to the negligence caused by failing to notifying in a timely manner as stipulated in this agreement.

3.7 For students wishing to undertake examinations at JDC, to sit an exam an additional \$110.00 per style/level will be invoiced accordingly which must be paid in person via Efpso or via my nominated bank account. If you do not wish for your child to sit his/her exam please email the studio 6 weeks prior to the exam date to avoid examination costs.

3.8 I understand and agree that if i have selected a production class/competition class a costume hire fee of upto \$100.00 will apply.

4. Refunds & non attendance

4.1 Unless otherwise stated in this agreement and to the extent permitted by law, if a Student misses a class or solo class (wholly or partly) or withdraws from JDC Studios for whatever reason, the Student or account holder will not be entitled to a refund of any kind.

4.2 I understand JDC Studios teachers are hired based on full term periods and if i commit to a solo session i must complete the full term.

4.3 I understand if my child misses a booked session of any kind that he/she is enrolled in at JDC Studios, I'm not eligible for any kind of monetary refund. I agree I may accept if offered to me as compensation a makeup session which can not be transfered into the following term or take place on school holidays.

4.4 I understand if I provide a medical certificate this does not warrant me for a makeup session. I agree and understand I will lose my session and no credit will be provided of any kind.

4.5 Refunds/Makeup lessons are not available for solo classes unless a solo class has been cancelled by JDC Studios. Solos missed for Competitions/school productions/professional performances are also not entitled for a makeup lesson.

4.6 To the extent permitted by law, there will be no refunds in any circumstances for:

- (a) Costume hire fees or costume purchase fees
- (b) Showcase Tickets
- (c) Enrolment fees, Class fees, Solo Fees
- (d) Showcase fees (including dvd, photo orders, tickets etc).
- (e) Competition and/or Holiday Program Fees/Entries (Including competition uniform)
- (f) Examination Fees
- (g) Withdrawal of enrolment or missed classes
- (i) Class uniform purchased from the Dance Shop & Co as this is a personally printed item that has been specially ordered and fitted.

5. Physical health of the student enrolling

5.1 I warrant and represent that my child/JDC student enrolling or enrolled is in good health and is not knowingly incapable of engaging in either active or passive dance classes/exercise. I further warrant that any form of activity would not be detrimental to their health, safety, comfort, well-being or physical condition, the client acknowledges and agrees the facilities or teachers will be waived of any/all liabilities. The client acknowledges that he/she is responsible for their own child's well-being and safety during the school hours.

6. Expectation

6.1 The Students are expected to attend all scheduled classes and rehearsals throughout the year. JDC must be notified if a student will be absent from class.

6.2 JDC must be notified in advance if the Student wishes to withdraw from the classes. In the event the Student is absent from class without reason from more than 2 classes in a row, JDC may, at its absolute discretion, terminate the Services and, to the extent permitted by law, no refund will be given.

6.3 Where the Student is a competition level Student he/she is expected to be available for all scheduled performances throughout the year. Absence from a scheduled event will result in immediate withdrawal from the class, group and/or program. This will not warrant a refund of any kind.

6.4 The Student must be on time for classes and dressed in the correct uniform.

6.5 I agree In the event of illness I will notify that my child will be absent to JDC.

6.6 If a class is cancelled by JDC for whatever reason (excluding a Force Majeure Event, public holidays, rehearsal and performance including competitions) JDC will offer affected Students a credit to participate in any group class. A credit does not warrant a monetary credit of any kind.

7. Intellectual property

7.1 You acknowledge that JDC Studios is the owner of:

(a) The photographic and digital images and/or audio and visual recordings (and all intellectual property rights contained therein) taken of you by, or on behalf of, JDC studios at, or in relation to, a JDC studios class or event, and you are not entitled to any remuneration, royalties or any other payments from JDC in respect of the use by JDC of the photographic and digital images and/or audio and visual recordings; and

(b) All costumes, choreography or music (and ancillary work products) discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services or this Agreement will vest in, and are assigned to, JDC.

8. Personal conduct

8.1 You must at all times conduct yourself in a civil, safe and proper manner and entirely in accordance with the Policies and Procedures and any other directions of JDC Studios Staff.

8.2 Should the Student violate the Policies and Procedures or engage in any behaviours or practices that are deemed to be inappropriate or unsafe, JDC reserves the right, to immediately, without further notice to You, terminate the Services, and, to the extent permitted by law, no refunds will be given and the contract must be paid in full.

9. Loss and damage

9.1 JDC is not responsible for students personal property, for any lost, stolen or damaged to personal property. Personal property is brought to classes at the Student's own risk.

9.2 The Student will be liable for loss, injury or damage caused by an act or omission of the Student to anyone else or to JDC'S property including without limitation the Premises, equipment, costumes, uniforms, props or other property (JDC Property). In such an event, without limiting any other remedies available to it at law, JDC reserves the right to charge the Student the full cost of either (at its discretion) repairing or replacing the JDC Property.

10. Release and Indemnity

10.1 Although JDC endeavours to provide a safe, clean and secure environment for the Student, classes entail certain risks (including the danger of personal injury) which cannot be fully eliminated. The Student voluntarily elects to attend the classes and accepts the Services 'as is' and assume all risks of loss, damage or injury that may be sustained as a result of attending or participating in the classes or otherwise utilising the Services.

10.2 To the extent permitted by the law, the Student agrees to release, indemnify and hold harmless, JDC and its Personnel against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from:

1. (a) a breach by the Student of any of their obligations under this Agreement;
 2. (b) any act or omission (whether negligent, dishonest, fraudulent or otherwise) of JDC;
- or
3. (c) the Student's attendance or participation in the classes and their use of the Services.

Each indemnity is a continuing obligation and survives termination or expiration of this Agreement. It is not necessary for JDC to incur expenses or make any payment before enforcing a right of indemnity under this Agreement.

11. Liability

11.1 To the extent permitted by law the aggregate of JDC's liability to the Student, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, is limited to an amount not exceeding the amount paid by Student for the Services that are the subject of the liability.

11.2 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on JDC are excluded by this Agreement.

11.3 Nothing contained in this Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Consumer and Competition Act 2010 (Cth) or any other national, State or Territory legislation (the Acts) where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon the Student pursuant to any of the Acts, JDC's sole liability for breach of any such condition, warranty or other obligation is limited to:

1. (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
2. (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

12. Force majeure

12.1 JDC shall have no liability to the Student under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by a Force Majeure Event.

13. General

13.1 If there are any inconsistencies between the terms of this Agreement and the Policies and Procedures, the terms of this Agreement will prevail to the extent of the inconsistency.

(a). This Agreement is governed by and must be construed in accordance with the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia.

(b). If the whole or any part of any clause of this Agreement is illegal or unenforceable, that part or whole of that clause will be severed and will not affect the continued operation of the remaining provisions.

(c). This Agreement replaces all prior agreements between JDC and the PARENT/guardian of the Student (whether written or verbal) and all prior statements or promises made by JDC or its Personnel. The parties agree that this Agreement embodies their entire understanding and agreement.

(d). No variation, alteration or addition to this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

(e). The above clause and clauses survive termination of this Agreement and is in the sole favor if incorrect of JDC Studios.

Student & Parent/guardian agreement

Student & Parent/guardian Behaviour

- Arrive at least 10 minutes before the start of every class or rehearsal and give yourself a warm up.
- Proper dancewear and shoes are a must in every class and rehearsal.
- Hair must always be in a slicked back bun or high pony.
- Choreography must be learnt, rehearsed and remembered.
- Finish every class or choreography session with a thank-you to the teacher or choreographer.
- Ensure you have been to the bathroom prior to commencing class.

CODE OF BEHAVIOURS

- All members are required to respect the rights and privacy of their teachers and each other
- All members are required to respect each other, faculty and premises
- All members are required to attend and arrive for all classes, punctually. Where a student arrives 10 minutes after the start of class, they will be asked to observe for the remainder of class.
- All members are required to represent JDC in a respectful, positive manner at eisteddfods, competitions and events.
- All members are to encourage each other and support their peers. All dancers reserve the right to feel welcome, safe and part of our community whilst at the studio.
- JDC will not tolerate any form of bullying or harassment by students, families, faculty or community.

Class Policies

- Students must as a courtesy, apologise when interrupting a class.
- Parents are to advise teachers (in advance when possible) if their child will be absent from class. It is imperative that all teacher's time at the studio is focused on the classes at hand. If you would like to speak with your teacher regarding any matters, please either send an email to request time to meet in person or email your questions and he/she will get back to you at their earliest convenience.
- All members should uphold our values at all times.

By now you have probably noticed that we are BIG on communication here at JDC. It is our promise to respond to all enquiries within 48-hours (excludes weekends, school holidays and public holidays) and we will never leave a query unanswered. Our friendly staff can be contacted via email info@jdcstudios.com or via telephone 9363 2331. As we are often busy teaching our students we recommend getting in contact with us via email.

For convenience, our primary means of communication is via email. You will receive regular newsletters and important information via email so please ensure you have provided the studio with an up-to-date email address that is regularly checked. All information is also available on our website: www.jdcstudios.com

SOCIAL MEDIA

Facebook is a great way for us to keep in touch with a large number of people at once, so we encourage all families to follow us on facebook. www.facebook.com/jdcperformingartsstudios/

We are also on Instagram, you can follow us @jdcstudios

NOTICEBOARD

We always display important information, dates and studio details on our noticeboard in the changing room so please have a quick look when dropping off and picking up your child in case there is anything you may have missed.

We also have a community notice board, so if you run a local business or have an event coming up, please pass your flyers onto reception. Please note that all advertisements must be approved by JDC Management.

SAFETY

- With the safety of our families a number one priority, JDC is very serious about upholding Child Protection laws and policies within the studio as well as at public performances and in the online arena (website and social media).
- As part of your enrolment, you will have read and signed a media waiver allowing us to proudly use images and video footage of the student for advertising and promotional purposes. Should you have any concerns whatsoever with signing this declaration, please see our reception staff who will happily assist you.
- We have a live stream TV viewing wall within the parents waiting area which can be viewed by parents and family members.
- All of our teachers and staff members have undergone official checks allowing them to work with children.
- Management and staff at JDC are educated in the negative impact of inappropriate music and costume selection when it comes to performing dance routines and are wholeheartedly committed to ensuring children in all of our dance routines are not subjected to any inappropriate songs or costuming.
- Our staff members have all been trained in first aid.
- JDC takes no responsibility for any stolen or misplaced property on the studio premises and we encourage our families to avoid bringing valuable items into the studio where possible.

PRIVACY

- When you purchase and/or hire a product and/or service with JDC, the information we may collect from you includes your name, address, telephone numbers, email addresses and medical information. It may also include details of the products and services we provide to you as well as the status of your enrolment.
- We may occasionally use your information to promote and market to you information which we consider may be of interest to you unless you contact us and tell us not to do so.
- We will never sell or pass on any of your information to third parties unless required by government authorities or in the event of debt recovery. Any information passed on will be done so with appropriate privacy and confidentiality protection.
- Information is stored securely in paper or electronic form and is accessible only by authorised personnel.

SOCIAL MEDIA

JDC's Social Media Policy refers to all social networking sites, video/photo sharing sites, blogs, micro-blogs, wikis, podcasts, forums, instant messaging and geospatial tagging (for example, Facebook checkins).

- Please remember that your anonymity on Social Media is never guaranteed and to exercise particular caution when posts, images or videos identify children in your care.
- Remain mindful that your behaviour on Social Media remains in keeping with JDC's code of conduct.
- Any comments or posts perceived to be obscene, defamatory, threatening, harassing, discriminatory or hateful towards JDC staff, students or families may subject the owner to disciplinary or legal action.
- Should you wish to engage on Social Media while identifying as a studio volunteer or employee, you may only do so with integrity, respect, and adhere to privacy and confidentiality policy.
- Intellectual property laws (for example, costume design and choreography) must be observed by all studio patrons when posting online.
- We discourage parents / students and teachers from becoming 'friends' or 'followers' on Social Media, unless there is an existing relationship.

We consider all studio members to be family and as such feel the obligation to respect and monitor personal boundaries.

- You may not post photographs / videos that feature JDC dancers other than your own online without the proven consent of their parent/guardian.

ENROLMENT POLICY

- Any student wishing to enrol or attend a trial week/lesson at JDC

Studio must first complete either an enrolment or trial registration form.

- Participation in a class is not available until a registration form as been completed, received and processed by our office.
- Students will be allocated to the most suitable class level and age group according to the JDC class standards and levels.

ATTENDANCE POLICY

- Parents/students are responsible for communicating absences with JDC.
- JDC must be notified in advance if a student is going to be absent from class, please email any absences to info@jdcstudios.com
- Teachers cannot go back over dance routines for students who have continually missed classes as this is disruptive to their entire class and their training outcomes.
- Competition students may have extra scheduled rehearsals leading up to comps. Please note should you not be able to make the extra scheduled rehearsal/s you may be exempt from that particular routine for the time being and will be choreographed in at a later stage.

COSTUME POLICY

- Costumes for the showcase and competition season will be measured, fitted and ordered by JDC.
- Costume costs varies from \$35 - \$50 depending on the class.
- Our competition costume hire fee varies from \$5.00 to \$10.00 per routine. This hire fee is added to each competition entry.
- Majority of costumes are hired out to students and hire costs vary from \$35 - \$50 depending on the class.
- Costume payments are non-refundable at any time.
- Costume payment plans are also available throughout the year.
- Costumes will not be ordered unless paid for.

UNIFORM POLICY

- Students, who do not wear the correct uniform to class, will not be able to participate in or observe the class.
- Students must have correct and appropriate footwear for each class at all times. Dancing barefoot is not permitted, with the exception of acro & aerial students.

PARENT-TEACHER COMMUNICATION

- All enquiries must be directed to the studio director via email. Teachers are not available during or in-between class time to discuss matters.
- Parents and teachers should not seek access to each other's profiles on social media platforms such as Facebook or Instagram etc.
- All communication is to go through the studio director. Parents and teachers should not communicate via email, telephone or social media.
- Parents and teachers are not to pass out private contact information.

STUDENT-TEACHER COMMUNICATION

- All enquiries must be directed to the studio director. Teachers are not available during or in between class time to discuss matters or answer questions.
- Students are encouraged to seek feedback and assessment from their teacher.
- Students and teachers should not be seeking access to each other's profiles on social media platforms.
- Students and teachers should not communicate via email, phone or social media. All communication should be passed through the studio director.
- Students and teachers are not to pass out private contact information.

PHOTOGRAPHY/FILMING POLICY

- Students/Parents are not permitted to video or photograph classes at anytime, unless given permission by the teacher and all parties involved.
- Photography and filming of theatre performances is strictly prohibited.

PHYSICAL CONTACT

- Physical contact between a teacher and student may be required to demonstrate, correct or assist with dance or tumbling movements.

FOOD, DRINK, ALCOHOL AND DRUGS

- Food and/or drink is not permitted in the studio, with the exception of water.
- Food and/or drink must only be consumed in the allocated waiting area. The studio is a nut free zone.
- The possession or consumption of illicit or non-prescribed drugs is not acceptable at any time.
- Alcohol is strictly prohibited within the studio.

INJURY POLICY

- Where an injury occurs, the student will receive treatment from a qualified first aider. Physical contact may be required.
- In the situation where an ambulance is required, an ambulance will be called by JDC. The parent will incur these costs.
- Where an injury occurs, the students parent/guardian will be contacted by JDC using the contact information given on the students registration form.
- It is the parent/guardian responsibility to ensure all emergency contact information is up to date. Please email accounts@jdcstudios.com should any information need updating.
- It is the responsibility of the student/parents to notify JDC of any previous or current injuries.

BEHAVIOUR / CONDUCT

- JDC does not tolerate swearing, indecent or disrespectful language, defamatory comments, or indecent or disrespectful conduct from students, parents/guardians, family members, or visitors.
- Any individual who demonstrates any of the above will be asked to withdraw from JDC immediately.
- Any person who does not comply with JDC Terms and Conditions will forfeit their position at JDC and, to the extent permitted by law, will not be entitled to refund.

The Big Group Co Pty Ltd shareholders withdraw any legal action and any information that is found incorrect in the document will not warrant against in court.