Terms and Conditions - Adults

2027

Melbourne Institute of Dance
ABN 73 551 272 156

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Read this document with the other three adult documents and the applicable Enrolment Form. Version 2027.2 applies to services from 1 January 2027 and to bookings for those services accepted earlier. Existing 2026 purchases and agreements retain their agreed terms unless a lawful prospective change is communicated and any necessary acceptance obtained. Students under 18 retain the protections of the children's documents.

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7.0 Terms and Conditions

These documents apply to MIoD adult-level programs, including classes, workshops, private lessons, rehearsals, assessments where offered, performances, online sessions and related activities. Adult-level classes are open to students aged 16 and over, subject to suitable placement. An adult is a person aged 18 or over. Every person under 18 is a child or minor, including a 16- or 17-year-old attending an adult-level class.

Students aged 18 and over enrol and give consent for themselves. For students under 18, the parent or legal guardian must complete the Child Enrolment Form and provide the required authorisations. The Terms and Conditions - Children, Policies and Procedures - Children and Code of Conduct - Children continue to govern their enrolment and child-safety protections. Adult-program booking, payment and participation arrangements apply where relevant and consistent with those protections. Nothing in the adult documents reduces the safeguards applying to a minor.

Unless expressly identified as a children's document, references to Terms and Conditions, Policies and Procedures, Code of Conduct and Handbook mean the 2027 adult documents. The full Terms govern contractual conditions, the Policies govern operational procedures and the Code governs conduct. The Handbook provides practical guidance and a reference index; its summaries do not replace or override the full documents. Read all four together with the applicable Enrolment Form. Current approved documents are available at https://www.melbourneinstituteofdance.com/policies.

MIoD may accept, pause, decline or discontinue enrolment where reasonably necessary for safety or wellbeing, serious or repeated misconduct, significant disruption to safe group instruction, failure to follow agreed participation conditions or genuine operational limitations. Each decision requires individual consideration of circumstances, reasonable adjustments, alternatives and applicable law under Sections 7.0.1, 7.0.2 and 7.11.

7.0.1 Class Placement and Progression

Placement and continued participation depend on the technical foundations and readiness reasonably required for the class or level. Progression is not automatic or determined by age or attendance alone.

The Director and teacher will assess clearly communicated, level-appropriate requirements including technical knowledge, coordination, strength, control and safe execution, taking account of individual circumstances and reasonable adjustments. MIoD may recommend continued study at the current level, a more suitable class or a change to participation where requirements are not met.

Where appropriate, MIoD will explain areas for development and provide a reasonable opportunity for improvement and reassessment. If no suitable placement is available, any pause or discontinuation must follow Section 7.0.2. Performance and assessment readiness is addressed in Policies and Procedures - Adults Section 8.18.8.

7.0.2 Enrolment Decisions and Review

Before a final adverse decision, MIoD will explain the concerns, provide a reasonable opportunity to respond, and consider relevant information, reasonable adjustments, support and suitable

alternatives. For minors, MIoD will involve the parent or legal guardian and consider the student's views according to age and development.

An immediate safety risk may require a temporary pause or restriction while the matter is assessed. The student, and parent or legal guardian where applicable, will be notified as soon as reasonably practicable and given an opportunity to respond before a final decision.

Final decisions will be in writing and state reasons, status, effective date, conditions, class allocation where applicable, unused prepaid fee or credit treatment and the review pathway. A review may be requested by emailing melbourneinstituteofdance@gmail.com with concerns and additional information. Complaints about the Director may use the independent-review and external pathways in Policies and Procedures - Adults Section 8.6.8; child-safety reporting follows Section 8.6.6.

Nothing in these Terms limits rights or remedies under Australian Consumer Law or applicable anti-discrimination legislation.

7.0.3 Eligibility and Age Requirements

Adult-level programs admit students aged 16 and over, subject to safe and suitable placement. Students aged 16 or 17 remain minors. Their parent or legal guardian must enrol them under the children's documents as explained in Section 7.0. Adult class attendance does not give a minor adult status or remove child-safety requirements.

7.0.4 Enrolment Authority and Accurate Information

Students aged 18 and over complete their own enrolment and authorisations, unless a representative has appropriate legal authority. For minors, the parent, legal guardian or person with legal authority must complete the Child Enrolment Form. Information must be accurate, complete and kept current. Required acknowledgements and applicable consent selections must be recorded before participation.

7.0.5 Shared Spaces

MIoD may operate children's and adult programs at the same venue. Foyers, corridors and waiting areas may be shared, but MIoD will identify and manage mixed-age risks through documented supervision, clear sightlines, access controls and venue-specific risk assessments.

Children and unrelated adults must not change in the same undivided area at the same time. Use separate rooms or separately allocated times. A zone is acceptable only where a physical privacy barrier creates a genuinely separate changing space with controlled access and no shared sightlines; floor markings or signs alone are insufficient. Supervision must protect privacy and follow the venue risk assessment. Photography and recording are prohibited in toilets and changing areas. Essential medical or accessibility devices may be used without photographing or recording others; other device use must occur outside these areas. Emergency assistance must not be delayed.

Adult students, visitors, contractors and support people must not initiate private contact with a child, be alone with a child out of sight of authorised staff, exchange personal contact details or social-media accounts, offer personal gifts or special favours, provide transport, photograph or record a child, or supervise or discipline a child unless specifically authorised in writing and subject to MIoD's child-safety controls.

Responsibility for maintaining adult-child boundaries rests with adults. A child will not be blamed or penalised for an adult's boundary breach.

Written authorisation involving a child must include the agreement of the parent or legal guardian and comply with Policies and Procedures - Adults Sections 8.3, 8.12, 8.17 and 8.21. It cannot authorise prohibited private contact or override child-safety safeguards.

7.1 Payment and Enrolment

Adult group classes are offered on a drop-in basis and must be booked through https://www.melbourneinstituteofdance.com/book. Payment must be made in full before attending, by credit card, cash, direct bank transfer or a valid prepaid class pass. Class entry may be declined if payment is not received or verified. Workshops, courses and production programs have the arrangements disclosed before booking.

A booking confirmation is subject to eligibility, suitable placement and completion of required enrolment information. Payment alone does not override a safety restriction or a requirement for written Director approval. Following a serious safety matter, discontinuation or unresolved material concern, a future application receives an individual review and must be accepted in writing before attendance.

MIoD may place participation on administrative hold where payment is overdue or required enrolment, medical, emergency-contact or participation information is missing, materially inaccurate or not current. Except where immediate safety or legal action is necessary, reasonable notice and an opportunity to correct the issue will be provided.

MIoD may cancel or reschedule classes, change a teacher or refuse entry where reasonably necessary for safety or operational reasons, with reasonable notice where practicable. Adverse enrolment decisions follow Section 7.0.2 and unused fees are addressed under Section 7.2.

7.2 Cancellations Refunds and Credits

Booked adult group classes require at least 24 hours' cancellation notice to avoid being charged. Notify MIoD at melbourneinstituteofdance@gmail.com. Private lessons also require at least 24 hours' notice; otherwise the full fee is charged. Any specific course or workshop cancellation conditions must be disclosed before purchase.

Do not attend with a potentially infectious illness to avoid a cancellation charge. Notify MIoD as soon as practicable. MIoD will consider a late-cancellation credit or fee waiver individually for sudden illness or injury, including relevant circumstances and reasonable adjustments. An exception is not automatic and will be confirmed in writing. Only proportionate supporting information may be requested; a detailed diagnosis is not routinely required.

MIoD does not ordinarily refund missed classes, change of mind or voluntary withdrawal, except where required by Australian Consumer Law or an agreed exception. If MIoD cancels a paid class and no alternative is agreed, the student may choose a refund or reinstatement of the class-pass entitlement. If MIoD ends future services, unused prepaid services will be refunded unless the student agrees to a suitable credit or alternative. Statutory remedies, including the right to choose a refund where the law provides it, are not replaced by compulsory credit. There is no automatic forfeiture of all prepaid fees for a conduct concern.

Class-pass validity is stated in Handbook - Adults Section 10.3. Nothing in these Terms limits rights under Australian Consumer Law.

7.3 Risk Health and Responsibility

Dance involves inherent risks of physical activity and injury. Students must follow reasonable safety instructions, exercise due care and provide information about injuries, allergies, medication effects, medical conditions and other matters reasonably necessary for safe participation. MIoD takes reasonable steps to provide a safe environment. Nothing in these documents excludes or limits rights, protections or responsibilities that cannot lawfully be excluded.

MIoD may request relevant professional advice or medical clearance where reasonably necessary, explaining what is needed and why. It will consider reasonable adjustments individually, its staffing and facilities, essential program requirements and suitable alternatives under Policies and Procedures - Adults Section 8.10.

For remote classes, students must provide a suitable, unobstructed space, secure device placement and appropriate footwear. Unsafe home conditions may prevent safe participation. MIoD's legal responsibilities are not excluded by this requirement.

In an emergency MIoD may pause or modify activity, remove unsafe equipment, reposition students, seek assistance, provide first aid within staff competence or contact emergency services. Medical or emergency costs are the participant's responsibility except to the extent MIoD is legally responsible. For a minor, communication and costs are managed with the parent or legal guardian under the children's Terms.

Distress, self-injury, disability or medical incapacity will not automatically be treated as misconduct. Staff will take reasonable protective steps, provide appropriate assistance and contact emergency services where necessary. For an adult, an emergency contact may be involved with consent or where necessary and lawful for safety. Instructional touch requires explanation and agreement and may be refused or stopped without penalty under Policies and Procedures - Adults Section 8.3.

An emergency contact is a contact person, not automatically a substitute decision-maker or a person entitled to routine personal information. An adult who can make the relevant decision remains involved in it. Staff must follow applicable law and any verified legal authority where the adult cannot decide or communicate, and disclose only information reasonably necessary for assistance.

7.3.1 Shared Spaces with Children

The mixed-age and changing-area safeguards in Section 7.0.5 apply at all venues, rehearsals, performances and related activities, including classes containing 16- and 17-year-olds.

7.4 Incident Recording and Response

MIoD Online Incident, Concern and Near-Miss Form:
https://www.melbourneinstituteofdance.com/incident

MIoD records accidents, injuries, illnesses requiring intervention, behavioural incidents, child-safety concerns, disclosures, near misses and other significant events. Staff must use the form as soon

as reasonably practicable, preferably before their shift ends. If unavailable, secure contemporaneous notes must be entered when access is restored.

The form never replaces immediate protective action, first aid, calling 000, external or mandatory reporting, evidence preservation or legal deadlines. Notification must respect safety, privacy and authority directions. Adult students are the primary contact about their own affairs; parents or legal guardians of minors are informed where appropriate and lawful.

Records and evidence are managed under Policies and Procedures - Adults Sections 8.5 to 8.8. A person need not complain to the person whose conduct is in question. Adult complaints follow Section 8.6.8; child-safety reporting follows Section 8.6.6 of Policies and Procedures - Adults.

7.5 Arrival Departure and Supervision

Students aged 18 and over manage their own arrival and departure and must follow venue access and emergency directions. Adult students do not acquire responsibility for supervising children by attending the same venue.

For minors, the parent or legal guardian must supervise before a teacher receives them. MIoD must maintain supervision after receiving the minor until collection by an authorised person or departure under written parent or legal guardian permission. This includes late collection. Before- or after-class care is not otherwise offered unless arranged in writing. Follow Policies and Procedures - Adults Section 8.13 and the children's documents.

7.6 Illness and Attendance

Students must not attend class if unwell or displaying symptoms of a potentially infectious illness. MIoD may require a student to leave class or stay home where reasonably necessary for the safety and wellbeing of the student or others.

7.7 Educational Aids Internal Class and Rehearsal Recording

MIoD may make limited photographs, video or audio recordings for internal teaching, technical correction, progress documentation, staff collaboration and rehearsal planning. These uses are part of normal educational delivery, acknowledged through acceptance of these Terms, and are not separate yes or no consent choices.

Internal material will not be published on the website, social media, advertising or another public platform without the applicable optional public-use consent. Access is limited to authorised people and storage, retention and disposal follow Policies and Procedures - Adults Section 8.5.

A student may express discomfort about a particular recording. Where reasonably practicable, MIoD will avoid or stop recording them without disadvantaging ordinary class participation. A student's comfort and expressed wishes will be considered, including age and maturity for minors.

Students, or parents or legal guardians of minors, must promptly notify the Director of court orders, family-violence risks, child-protection concerns or other circumstances affecting image capture or use. Reasonable alternatives will be considered where practicable.

7.8 Photography and Recording by Students Families and Visitors

Students, parents, legal guardians, visitors and support people must not photograph, film or audio-record a class, rehearsal, assessment or another student without MIoD's prior permission and the appropriate permission of identifiable participants.

After class, and only with the teacher's permission, limited photographs or short videos may be taken, provided any other students captured have consented or, for children, permission has been obtained from their parent or legal guardian.

MIoD may permit limited personal photography or recording at designated times or events. Any permission is subject to MIoD's directions and may be withdrawn where necessary to protect privacy, safety or the orderly operation of the activity.

Photography and recording are prohibited in toilets, changing areas, first-aid areas and any other private or sensitive location.

7.9 Image Video and Audio Recording and Use

7.9.1 General Conditions

Photographs and videos may show individual students or groups, while audio recordings may capture their voices. MIoD will use material respectfully, will not publish a student's full name with an image or recording without separate permission, and will consider the student's comfort and expressed wishes, with age and maturity considered for minors.

Authorised public use is royalty-free and non-compensable. Approved service providers may receive material only for authorised production, storage or publication and must be subject to appropriate privacy and confidentiality safeguards.

The Enrolment Form must record separate choices for: (a) essential stage-production recording, participant/family distribution and restricted archiving; (b) optional public or promotional use of assessment material; and (c) optional general media, marketing and advertising. Limited internal class and rehearsal recording and internal assessment recording are acknowledged through acceptance of these Terms and are not separate yes or no consent choices.

7.9.2 Stage Performances and Productions

MIoD stage productions, including the End-of-Year Gala Show, Solo Showing and other productions, will be professionally photographed, filmed or audio-recorded.

Essential production material may be provided through controlled distribution to participating students and their families and retained in a restricted MIoD production archive. Recipients must not publish or share recordings of other identifiable people without appropriate permission. These production arrangements do not authorise advertising or public publication. Public or promotional use of identifiable production material requires the separate optional general-media consent in Section 7.9.5.

Productions involve group choreography and shared footage, so MIoD cannot promise an individual exclusion from essential production capture or complete removal from copies already

lawfully distributed. Public material must exclude, crop, blur, mute or otherwise de-identify anyone without the relevant publicity permission; where this is not practicable, it must not be published. Audience recording is prohibited unless expressly permitted by MIoD.

An adult student must select Yes to the essential production-recording arrangements before participating in a stage production. Selecting No does not affect ordinary classes; the student can change the selection before joining a production. Refusing optional general publicity does not prevent production participation. For minors, the applicable children's documents and parent or legal guardian authorisations continue to apply; no permission to publish a minor is inferred from an adult's consent.

7.9.3 Assessments

All MIoD assessments may be photographed, filmed or audio-recorded for examiner or assessor review, moderation, educational planning, internal records and progress documentation. Internal recording is a condition of assessment participation, cannot be separately restricted and does not require a separate Enrolment Form checkbox.

A student who does not accept internal assessment recording may choose not to participate in an assessment and may continue regular classes.

Assessment material will not be published or used for social media, advertising or promotion unless the adult student or, for a minor, the parent or legal guardian has selected Yes to the separate optional assessment-publicity consent. Selecting No to assessment publicity does not prevent assessment participation.

7.9.4 Dance Classes and Rehearsals

Limited internal recording during classes and rehearsals is governed by Section 7.7 and does not require a separate Enrolment Form checkbox. It will not be used publicly unless the applicable optional general-media consent has been provided. A student may express discomfort about a particular recording and MIoD will respond in accordance with Section 7.7.

7.9.5 Optional General Media Marketing and Advertising

MIoD may use suitable identifiable photographs, video or audio from classes, rehearsals, stage productions and other MIoD activities on its website, social media, advertising, publicity, newsletters and special-event material only where the adult student has selected Yes to optional general-media consent. Assessment publicity requires the separate consent in Section 7.9.3. Selecting No to general media does not affect ordinary enrolment, classes, assessments or stage-production eligibility. For minors, apply the children's documents and the relevant parent or legal guardian authorisation.

7.9.6 Changes Withdrawal and Removal Requests

An adult may change optional publicity consent or withdraw essential production-recording acceptance by emailing melbourneinstituteofdance@gmail.com, identifying the selection and material concerned. For minors, the parent or legal guardian must use the applicable children's process. Urgent safety or privacy concerns may also be raised by phone on 0436 342 295 and must be recorded by staff.

Withdrawal of essential production-recording acceptance prevents further production participation requiring that recording while the withdrawal remains in effect, but does not end ordinary class participation. For an existing production booking, MIoD will discuss workable alternatives and advise in writing of any participation change and the fair treatment of unused fees under Section 7.2; withdrawal does not automatically forfeit all fees. Internal educational recording remains subject to Sections 7.7 and 7.9.3, including the available participation alternatives.

A withdrawal takes effect for new uses from receipt. Staff must promptly mark the consent record, pause affected scheduled publications and notify relevant teachers, photographers, editors and service providers. MIoD will acknowledge the request ordinarily within two business days and confirm action taken without unreasonable delay. Existing MIoD-controlled online material will be reviewed for reasonable removal or de-identification, with urgent safety concerns prioritised. No new promotional use of older production material is permitted under withdrawn optional publicity consent.

MIoD cannot guarantee recovery of printed material, participant/family copies, downloads, caches or third-party copies already lawfully distributed and outside its control. Restricted records needed for a lawful purpose may be retained without further publicity use. Staff must record the withdrawal, actions, any remaining material and the reason for retention under Policies and Procedures - Adults Section 8.5.

7.9.7 Artificial Intelligence and Separate Authorisation

Photography, recording or publicity permission does not by itself authorise AI processing. Any AI use involving an identifiable person requires the separate informed written consent, Director approval and safeguards in Policies and Procedures - Adults Section 8.19. For minors, parent or legal guardian consent and the child's comfort and wishes must also be respected. Prohibited AI uses cannot be authorised by consent.

7.10 Communication and Detail Updates

Adult students receive routine notices directly by email and must keep contact, emergency and relevant health information current by emailing melbourneinstituteofdance@gmail.com. Urgent changes may also be communicated by phone or SMS. Electronic notices are in writing.

For minors, the parent or legal guardian is the routine contact. Direct email to a minor must follow Policies and Procedures - Adults Section 8.17, including parental permission and copying the parent or legal guardian. A primary contact designation does not override another person's legal rights or a court order.

An adult's emergency contact is not automatically authorised to receive routine medical, complaint or participation information. Sharing must have consent or another lawful basis.

7.11 Suspension Temporary Pause and Cancellation

MIoD may make reasonable changes to a student’s attendance or class arrangements, temporarily pause participation, suspend attendance or cancel an enrolment where reasonably necessary to:

- Protect the health, safety or wellbeing of the student or another person.
- Comply with a legal, regulatory or child-safety obligation.

- Respond to a serious or repeated breach of MIoD's Terms and Conditions, Policies and Procedures or Code of Conduct.
- Address circumstances in which the student's participation cannot be safely and reasonably supported after appropriate adjustments and alternatives have been genuinely considered.

Except where urgent action is required, MIoD will explain the concerns, provide the student and, for a minor, their parent or legal guardian with a reasonable opportunity to respond, consider the student's age, disability, individual circumstances and available alternatives, and communicate its decision in writing.

Nothing in this section excludes rights or remedies available under the Australian Consumer Law or applicable anti-discrimination legislation.

Where a participation restriction, suspension or cancellation arises from a recorded safety or behavioural incident, the relevant records and decisions will be documented in accordance with Section 8.8 Incident, Concern and Evidence Recording Procedure in the Policies and Procedures - Adults.

7.12 Enrolment and Consent Selections

The Enrolment Form must contain clear acknowledgements of these Terms and separate selections for: (a) essential stage-production recording, participant/family distribution and restricted archiving; (b) optional assessment publicity; and (c) optional general media, marketing and advertising.

The form must not include a separate yes or no choice for internal assessment recording or limited internal class and rehearsal recording. Those internal uses are disclosed and acknowledged through acceptance of these Terms. The form must make clear that internal material is not used publicly unless the relevant optional public-use consent has been provided.

For an adult, the selections are made by the student; for a minor, by their parent or legal guardian under the children's documents. AI authorisations under Section 7.9.7 are separate and purpose-specific. MIoD must record the acceptance date, document versions and selections. No optional consent is assumed from silence or attendance.

The enrolment form must identify and directly link all four applicable adult documents with their year and version, present the privacy collection notice before collecting health information, and require each mandatory acknowledgement individually. Record each media choice separately without preselected Yes answers; No is a valid response. Validate adult age, matching email addresses and signature before submission. Save the acceptance timestamp and exact text/version of the acknowledgements and consent questions, and provide the student with a copy of their selections. A blank answer is not consent. Apply any additional lawful health-information consent requirements separately from publicity consent.

7.13 Personal Property

MIoD is not responsible for loss of or damage to personal property, except where MIoD is legally responsible.

7.14 Behaviour and Conduct

All students, parents and legal guardians must follow MIoD’s Code of Conduct - Adults and behave respectfully and safely at all times. MIoD may pause, suspend or end participation where there are serious or repeated conduct concerns, significant disruption, safety or wellbeing concerns, or breaches of these Terms and Conditions, the Code of Conduct or MIoD’s Policies and Procedures.

Unless immediate action is needed for safety, MIoD will explain the concerns and give the student or family an opportunity to respond before making a final decision. Any refund or credit will be handled in accordance with these Terms and Conditions and Australian Consumer Law.

Making a genuine complaint, respectfully disagreeing, requesting a reasonable adjustment or seeking legal advice will not, by itself, be treated as misconduct or used as a reason for an adverse decision.

Parents, visitors and support people must follow MIoD's safety, privacy and classroom requirements. They must not interfere with teaching, intimidate or interrogate another student, discipline another person's child, record without permission or refuse reasonable safety directions. Ordinary consensual conversation between adults is permitted. Contact with minors remains subject to the child-safety and communication restrictions.

7.15 Amendments Governing Law and Acceptance

MIoD may update these Terms for safety, operational or legal requirements. Significant changes will be notified directly before taking effect, with their effective date. Changes operate prospectively and do not retrospectively change an existing dispute, agreement or decision. Necessary agreement will be obtained where contractual rights or obligations materially change.

The latest approved versions will be available on the MIoD website. These Terms are governed by the laws of Victoria, Australia. Students aged 18 and over accept these Terms for themselves when enrolling or booking. Parents or legal guardians enrol minors under the children's Terms and applicable adult-program arrangements described in Section 7.0.