Terms and Conditions - Children

Melbourne Institute of Dance (MIoD)

ABN 73 551 272 156

Approved by: Kalman Warhaft, Director

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This document forms part of the legally binding agreement between each student, parent or legal guardian, and Melbourne Institute of Dance (MIoD).

It must be read in conjunction with MIoD's Policies and Procedures, Code of Conduct and Enrolment Form.

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7.0 Terms and Conditions

These Terms and Conditions apply to all students enrolled in children's programs at MIoD, as well as students under 18 approved to attend adult-level classes. They cover classes, workshops, rehearsals, performances, online sessions and related activities.

By enrolling a child, the parent, legal guardian or authorised representative agrees to these Terms and Conditions, together with MIoD's Policies and Procedures and Code of Conduct. These documents form part of the legally binding agreement with MIoD and are available at https://www.melbourneinstituteofdance.com/policies.

All references in this document to MIoD's Terms and Conditions, Policies and Procedures, Code of Conduct and Incident, Concern and Evidence Recording Procedure refer to the children's versions of these documents, unless otherwise stated.

Section 8.8 Incident, Concern and Evidence Recording Procedure in the Policies and Procedures - Children sets out the internal requirements for documenting and managing incidents, concerns and supporting evidence.

MIoD may accept, pause, decline or discontinue a student's enrolment where reasonably necessary due to safety or wellbeing concerns, serious or repeated misconduct, significant disruption to safe group instruction, failure to follow agreed participation conditions, or limitations in MIoD's ability to provide appropriate support within its operational capacity.

All decisions will be assessed individually, taking into account the student's circumstances, reasonable adjustments, available alternatives and MIoD's obligations under applicable law.

7.0.1 Class Placement and Progression

Enrolment and continued participation in a particular class or level depend on the student demonstrating the technical foundations and readiness reasonably required for that class or level. Progression is not automatic or determined by age alone.

The Director, in consultation with the relevant teacher, will assess placement and progression against clearly communicated, level-appropriate criteria. These include technical knowledge, coordination, strength, control and the ability to perform the required work safely. Assessment will take account of the student's age, stage of development and any reasonable adjustments required by applicable law.

Where a student does not yet meet these requirements, MIoD may decline progression, recommend continued study at their current level, offer a more suitable class, or pause or discontinue enrolment in the particular class or level.

Where appropriate, MIoD will discuss areas for development with the family and provide a reasonable opportunity for improvement and reassessment.

If no suitable placement is available, or the family declines an appropriate alternative and the student cannot appropriately continue in their existing class, MIoD may discontinue the student's enrolment, subject to the process below and applicable law.

7.0.2 Enrolment Decisions and Review

Before an adverse enrolment decision is made, the parent or legal guardian will be informed of the concerns and given an opportunity to respond. MIoD will consider relevant information, reasonable adjustments, appropriate support and alternative arrangements. The student's views will also be considered where appropriate to their age and development.

Where an immediate safety or wellbeing concern arises, MIoD may temporarily pause or restrict participation while the matter is assessed. The parent or legal guardian will be informed as soon as reasonably practicable and given an opportunity to respond before a final decision is made.

Any final adverse decision will be provided in writing and will include the reasons, effective date, the treatment of any unused prepaid fees, and details of how to request a review.

A parent or legal guardian may request a review by writing to the Director at melbourneinstituteofdance@gmail.com, explaining their concerns and providing any additional relevant information.

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

7.0.3 Eligibility and Age Requirements

The Children's Program is open to students aged three (3) to sixteen (16) years inclusive.

Students aged sixteen (16) or seventeen (17) who wish to enrol in adult-level classes must have consent from a parent or legal guardian.

7.0.4 Parental or Legal Authority

A Child Enrolment Form must be completed by the child's parent or legal guardian, or another person with legal authority to enrol the child and provide the necessary consents.

The person completing the Enrolment Form must ensure that all information provided is accurate, complete and up to date.

All required acknowledgements and authorisations must be completed as part of the enrolment process.

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 use the same changing area at the same time. Where separate facilities are unavailable, MIoD will allocate separate times or clearly separated zones and provide appropriate supervision while protecting privacy. Photography, filming and device use are prohibited in toilets and changing areas.

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.

7.1 Payment and Enrolment

All new students must attend a free trial class before formal enrolment can be confirmed.

Enrolment is confirmed only when MIoD provides written acceptance and a class allocation. Submitting an Enrolment Form, attending a trial class or making payment does not, by itself, confirm enrolment.

Following enrolment confirmation, students may attend their allocated classes. Children's group classes are charged by the term, not per class.

Fees are payable within fourteen (14) days of the invoice being issued. Payment may be made by credit card, cash or direct bank transfer. Students may be refused entry if payment remains outstanding after the due date.

Where the Director's approval is required following a serious safety matter, discontinuation or unresolved material concern, any future application will be individually reviewed and must be accepted in writing before a class is allocated or attendance is permitted.

MIoD may place a student’s participation on administrative hold, refuse attendance or cancel an enrolment where fees remain overdue or required enrolment, medical, emergency-contact or participation information has not been provided, is materially inaccurate or has not been kept current.

Except where immediate action is reasonably necessary for safety or legal compliance, MIoD will provide reasonable notice and an opportunity to correct the issue before suspending or cancelling an enrolment.

MIoD may cancel or reschedule classes, refuse entry where reasonably necessary for safety or operational reasons, or change the allocated teacher. Reasonable notice will be provided where practicable.

7.2 Cancellations, Refunds and Credits

MIoD does not offer refunds for missed classes, change of mind, or withdrawal after enrolment, except where required by Australian Consumer Law.

Where MIoD cancels a class or course and cannot offer a reasonable alternative, or where MIoD ends future services, any refund or credit for services not provided will be assessed fairly and proportionately in accordance with Australian Consumer Law (ACL). Nothing in these Terms limits your rights under the ACL.

Subject to availability, suitability and eligibility, missed classes may be made up within the same term and will not be carried over to the next term. Make-up classes must be within the same or a lower level than the child’s current class.

Where a student is unable to attend in person, an online alternative may be offered via Zoom. A request must be emailed to melbourneinstituteofdance@gmail.com at least three (3) hours before the scheduled class.

7.3 Risk, Health and Responsibility

The child's parent or legal guardian:

- Acknowledges that dance involves inherent risks of physical activity and injury.
- Is responsible for providing relevant information necessary for their child's safe participation and ensuring their child follows reasonable safety instructions.
- Acknowledges that nothing in these Terms and Conditions excludes or limits any rights or protections that cannot lawfully be excluded.

For online or remote classes, families must ensure a suitable and unobstructed space, secure device placement, and appropriate footwear. MIoD is not responsible for injuries resulting from unsafe home environments.

Parents or legal guardians must provide information about injuries, allergies, medications, medical conditions or other health matters reasonably necessary for their child's safe participation.

Where reasonably necessary, MIoD may request targeted professional advice or medical clearance and will explain what information is required and why.

Where MIoD requires professional guidance to support a child's safety and wellbeing, parents or legal guardians are responsible for providing relevant, up-to-date documentation from suitably qualified professionals.

In an emergency or where immediate safety action is required, MIoD may pause or change an activity, remove unsafe equipment, or separate or reposition students.

MIoD may also seek assistance, contact a parent or legal guardian, end participation for that session, or arrange collection.

Where necessary, MIoD may administer first aid or contact emergency services. Parents or legal guardians are responsible for medical or emergency costs relating to their child, except to the extent that MIoD is legally responsible for those costs.

Distress, self-injury or medical incapacity will not automatically be treated as misconduct.

Where a student is in significant distress or at risk of harm, MIoD will take reasonable steps to protect the student and others. This may include providing supervision, seeking assistance and contacting a parent, legal guardian or emergency services where necessary.

MIoD will consider requests for reasonable adjustments individually, taking into account the student's needs, safety and the requirements of the dance program.

MIoD will also consider its staffing, facilities and ability to provide the requested support. Where an adjustment cannot reasonably be provided, MIoD will explain the reason and consider any suitable alternatives.

7.3.1 Shared Spaces with Adults

The mixed-age, changing-area and adult-boundary safeguards in Section 7.0.5 apply to all MIoD venues, classes, rehearsals, performances and related activities.

7.4 Incident Recording and Response

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

MIoD will record accidents, injuries, illnesses requiring intervention, behavioural incidents, child-safety concerns, disclosures, near misses and other significant events through its approved incident-reporting process.

Teachers and staff must use the online form as soon as reasonably practicable and, where possible, before the end of their shift. If the form is temporarily unavailable, the staff member must make secure contemporaneous notes and enter them into the form as soon as access is restored.

Completing the form does not replace immediate protective action, first aid, calling 000, making a mandatory report, notifying Child Protection or Police, or meeting any other legal reporting deadline.

Parents and legal guardians will be informed where appropriate and lawful, subject to child-safety, privacy and confidentiality obligations and any direction from Police, Child Protection or another authority. Records will be handled under the Privacy and Data Protection Policy and Section 8.8 of the Policies and Procedures - Children.

7.4.1 Concerns Involving the Director

If a concern involves the Director, the child, parent, legal guardian, staff member or other reporter is not required to notify the Director or use MIoD's internal complaints process before contacting an external authority.

For immediate danger, call 000. Suspected criminal conduct may be reported to Victoria Police on 131 444. Child-protection concerns may be reported to DFFH Child Protection, and Child Safe Standards or applicable Reportable Conduct Scheme concerns may be reported to the Social Services Regulator on 1300 310 778 or contact@ssr.vic.gov.au.

MIoD will cooperate with any lawful external inquiry or investigation. No person will be disadvantaged for making a report in good faith.

7.5 Supervision Before and After Class

Parents or legal guardians are responsible for supervising their child before class begins and immediately after class concludes. MIoD does not provide before- or after-class supervision unless otherwise arranged in writing.

If late collection occurs repeatedly after written notice, MIoD may charge a reasonable late-supervision fee that has been disclosed to the parent or legal guardian in advance and reflects the additional supervision cost. No fee will be charged where the delay was caused by an emergency or circumstances reasonably beyond the family's control.

Parents or legal guardians must enter the studio quietly when collecting a late child to avoid disruption.

Repeated late collection may result in a review of the student's enrolment. Any review will consider the circumstances and any reasonable arrangements that may be required before a decision is made.

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 during classes and rehearsals for internal teaching, technical correction, progress documentation, staff collaboration and rehearsal planning.

The Enrolment Form provides a separate choice for this internal class and rehearsal recording. Selecting Yes authorises the child to participate in recorded portions of classes and rehearsals. Selecting No does not prevent ordinary enrolment or attendance and does not authorise MIoD to record the child for these internal purposes.

If No is selected, staff may direct the child to a designated place within the teaching space, or another position within clear sight and supervision, so the child remains safely supervised and outside the camera frame. The child may participate in all non-recorded portions and must not be penalised or unnecessarily excluded because recording consent was refused.

If a child is inadvertently captured despite a No selection, MIoD must not use that material and must delete it or, where reasonably practicable, crop, blur or otherwise remove the child before any permitted use. Even where Yes is selected, MIoD will consider the child's age, maturity, comfort and expressed wishes and will avoid or stop a particular recording where reasonably practicable.

MIoD will limit access to authorised people and store, retain and dispose of internal material in accordance with its Privacy and Data Protection Policy. A parent or legal guardian must promptly notify the Director if a court order, family-violence concern, child-protection matter or other safety circumstance affects the taking or use of the child's image, and MIoD will consider reasonable alternative arrangements 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 child's full name with an image or recording without separate permission, and will consider the child's age, maturity, comfort and expressed wishes.

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 records four separate choices: (a) stage-production participation and production media; (b) participation in assessments involving mandatory internal assessment recording; (c) internal class and rehearsal recording; and (d) optional general media, marketing and advertising outside stage productions. Each choice operates independently except that recording is a condition of assessment or stage-production participation as stated below.

7.9.2 Stage Performances and Productions

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

Production material may be distributed to participating families, retained in MIoD's archives and used on MIoD's website, social-media accounts, advertising, publicity and newsletters, royalty-free.

Because productions involve group choreography and shared footage, MIoD cannot offer an individual restriction on capture or guarantee removal from material already created. Audience recording is prohibited unless MIoD expressly permits it.



A parent or legal guardian must select Yes to the production-media conditions before the child may participate. If No is selected, the child may continue regular classes but cannot participate in stage productions.

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 and cannot be restricted separately once a parent or legal guardian selects Yes to the assessment question on the Enrolment Form.

If No is selected, the child cannot participate in the assessment while that selection remains in effect, but may continue attending regular classes. Refusing assessment recording must not affect the child's ordinary enrolment or class participation.

Selecting Yes to assessment participation and internal recording does not authorise publication or promotional use. Assessment material may be used on MIoD's website, social media, advertising, publicity, newsletters or other public material only where the parent or legal guardian has also selected Yes to optional general-media consent under Section 7.9.5.

7.9.4 Dance Classes and Rehearsals

Internal recording during classes and rehearsals is governed by Section 7.7 and the separate class-and-rehearsal recording choice on the Enrolment Form. If No is selected, the child must remain supervised and outside the camera frame, may participate in non-recorded portions, and must not be penalised or unnecessarily excluded. Selecting Yes authorises the limited internal uses in Section 7.7 but does not authorise public or promotional use, which requires the applicable optional general-media consent.

7.9.5 Optional General Media, Marketing and Advertising

Outside stage-production arrangements, MIoD may take and use suitable photographs, video or audio of students for its website, social media, advertising, publicity, newsletters and special-event material only where the parent or legal guardian has selected Yes to optional general-media consent. This consent may cover suitable assessment, class, rehearsal and other MIoD-related material where the child was otherwise permitted to be photographed or

recorded. Selecting No does not affect ordinary enrolment, class participation, assessment eligibility or the separate stage-production choice.

7.9.6 Changes, Withdrawal and Removal Requests

A parent or legal guardian may change any recording or media selection, or withdraw stage-production acceptance for future productions, by emailing melbourneinstituteofdance@gmail.com. Changes apply to future activities and uses after MIoD receives and processes the request without unreasonable delay.

Changing the assessment choice to No means the child cannot participate in future assessments while that selection remains in effect. Changing the class-and-rehearsal recording choice to No activates the supervised opt-out arrangements in Section 7.7. Withdrawing stage-production acceptance means the child cannot participate in future stage productions while the withdrawal remains in effect.

Where optional general-media consent is withdrawn, MIoD will stop new public or promotional uses covered by that consent and consider reasonable requests to remove material from systems it controls. A change does not invalidate authorised collection or internal use that occurred before it took effect.

MIoD cannot always reverse authorised uses already completed or recover printed material, family copies, downloads, cached material or third-party copies outside its reasonable control.

7.10 Communication and Detail Updates

Students, parents, and legal guardians consent to receive notices and communications electronically (email). For urgent changes (e.g., less than 24 hours' notice), MIoD may contact families by email, phone, or SMS. Notices delivered electronically will be deemed to be in writing.

7.10.1 Primary Parent/Legal Guardian Contact

The parent, legal guardian or authorised representative identified as the primary contact on the Enrolment Form will be MIoD's main point of contact for routine communications concerning enrolment, classes, attendance, fees and administrative matters.

This designation does not override the legal rights of another parent or legal guardian or any applicable court orders. Parents and legal guardians must notify the Director of any relevant changes to parental responsibility or communication arrangements.

7.10.2 Updating Contact and Medical Information

Students, parents, and legal guardians must ensure MIoD has current and accurate contact and emergency information, together with any health information reasonably necessary for the student's safe participation. Any changes must be notified via email to melbourneinstituteofdance@gmail.com.

7.10.3 Privacy and Health Information

MIoD handles personal and health information in accordance with Section 8.5 of the Policies and Procedures, the Health Records Act 2001 (Vic), the Health Privacy Principles and, where applicable, the Privacy Act 1988 (Cth) and Australian Privacy Principles.

An individual or authorised representative may request access to or correction of information held by MIoD. Privacy complaints, retention requirements and suspected data breaches will be managed under Sections 8.5.8 to 8.5.10 of the Policies and Procedures.

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 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 - Children.

7.12 Enrolment and Consent Selections

The Enrolment Form must contain clear acknowledgements of these Terms and four separate selections for: (a) stage-production participation and production media; (b) participation in assessments involving mandatory internal assessment recording; (c) internal class and rehearsal recording; and (d) optional general media, marketing and advertising outside stage productions.

MIoD must keep an up-to-date record of each selection and make the relevant status available to authorised staff before an assessment, recording or public use. Staff must follow Sections 7.7 and 7.9 when a parent or legal guardian selects No. The four selections operate independently, except that stage-production recording is a condition of stage-production participation and internal assessment recording is a condition of assessment participation.

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 - Children 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, approach or question other students, record without permission, or refuse reasonable safety directions.

7.15 Amendments, Governing Law and Acceptance

MIoD may update these Terms and Conditions to reflect changes in safety, operations or legal requirements.

Parents and legal guardians will be notified directly of any significant changes before they take effect.

Changes will apply only from the date stated and will not affect matters that occurred before that date.

The latest approved Terms and Conditions will be available on the MIoD website.

These Terms and Conditions are governed by the laws of Victoria, Australia.

By enrolling their child in MIoD activities, the parent or legal guardian agrees to these Terms and Conditions.