



Terms and Conditions - Children

Melbourne Institute of Dance (MloD)

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 guardian, and Melbourne Institute of Dance (MloD).

It must be read in conjunction with MloD's Policies and Procedures and Code of Conduct.



Table of Contents

7.0	Terms and Conditions
7.1	Payment and Enrolment
7.2	Cancellations, Refunds, and Credits
7.3	Risk, Health, and Responsibility
7.4	Supervision Before and After Class
7.5	Illness and Attendance
7.6	Educational Aids (Video/Photo for Teaching)
7.7	Photography and Recording (In Class)
7.8	Image Use and Publication (Consent-Based)
7.9	Communication and Detail Update
7.10	Personal Property
7.11	Behaviour and Conduct
7.12	Amendments, Governing Law, and Acceptance



7.0 Terms and Conditions

These Terms and Conditions apply to all students enrolled in children's programs at Melbourne Institute of Dance (MloD). By enrolling a child in any MloD class, workshop, rehearsal, performance, online session, or related activity, the student, parent, or guardian confirms that they have read and agreed to be bound by the Terms and Conditions outlined below, as well as MloD's Policies and Procedures and Code of Conduct.

These Terms, in conjunction with MloD's Policies and Procedures and Code of Conduct, form a legally binding agreement between MloD and the student, parent, or guardian.

It must be read in conjunction with MloD's full legal versions of the Policies and Procedures and Code of Conduct (available on the MloD website).

<https://www.melbourneinstituteofdance.com/policies>

MloD may accept, decline, or discontinue a student's enrolment at its discretion where necessary for safety, wellbeing, or operational reasons. All decisions will be made in the best interests of the student and the broader MloD community.

Eligibility and Age Requirements

The Children's Program is open to students aged three (3) years old and above.

Shared Spaces

MloD conducts both adult and children's programs concurrently. As part of normal studio operations, students may share common spaces (e.g., reception areas, changing rooms, and studio corridors) with adults. All students are expected to act in accordance with MloD's Child Safety Policies and to display respectful and appropriate conduct at all times in mixed-age environments.

7.1 Payment and Enrolment

After the child's initial free trial class, payment must be made in full to attend subsequent classes. Children's group classes are paid for as term fees, 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 has not been finalised before the start of class.

Enrolment is accepted at the discretion of MloD. The School Director may decline or cancel an enrolment, cancel or reschedule classes, refuse entry to any class, or change the allocated teacher at any time. Reasonable notice will be provided where practicable.



7.2 Cancellations, Refunds, and Credits

MloD does not offer refunds for missed classes, change of mind, or withdrawal after enrolment.

Where MloD cancels a class or course and cannot offer a reasonable alternative, a credit or refund will be provided in accordance with Australian Consumer Law (ACL). Nothing in these Terms limits your rights under the ACL.

Subject to availability and at MloD's discretion, 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

To provide a safe environment, it is the parent or guardian's responsibility to ensure the child is medically fit to participate and to follow the teacher's safety instructions.

The child's parent or guardian:

- Acknowledges that their child is participating in dance classes at MloD at their own risk.
- Will not hold MloD or its teachers liable for any injury, or for any consequence of an injury, sustained while at MloD.
- Takes full responsibility for their child's injury.

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

Parents or guardians must disclose any relevant injuries, allergies, or medical conditions before participation and seek appropriate medical advice as necessary.

In an emergency, MloD may administer first aid or seek medical assistance on behalf of the child. Any costs incurred remain the responsibility of the parent or guardian.

Shared Spaces with Adults

MloD conducts both children's and adult-level programs concurrently. Students may share common areas such as foyers, corridors, changing rooms, and studios. Children must not approach or engage with adult students unless under teacher supervision and in accordance with MloD's Child Safety Policies.



All students are expected to behave respectfully and appropriately in shared spaces at all times.

7.4 Supervision Before and After Class

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

Students must be collected promptly at the end of class. In the event of late collection, the child will be supervised quietly within another class. Parents or 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.

7.5 Illness and Attendance

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

7.6 Educational Aids (Video/Photo for Teaching)

MloD may use limited video or photography during class for teaching and feedback purposes only. These materials will not be used publicly unless image consent has been provided under 7.8. Image Use and Publication (Content-Based).

7.7 Photography and Recording (In Class)

Filming or photography by students, parents, or visitors during class is not permitted.

After class, and only with the teacher's permission, limited photos or short videos may be taken, provided no other students are captured without consent.



7.8 Image Use and Publication (Consent-Based)

With consent, MloD may use authorised photographs or videos for promotional, educational, or community purposes. This may include, but is not limited to, publication on the MloD website, social media channels, print materials, or internal studio displays.

Consent applies to both individual and group images. To protect privacy, images will generally be used without names unless additional permission is provided.

All use of images, video, or audio featuring consenting participants is royalty-free and non-compensable.

Consent may be withdrawn at any time by emailing melbourneinstituteofdance@gmail.com. Withdrawal applies to future use only. MloD will take reasonable steps to remove images within its control; however, it cannot guarantee the removal of printed or third-party-shared content.

Students who do not consent will be supported in avoiding capture during authorised photography or filming. Image-use limitations may impact participation in public performances, as well as related media classes and events.

7.9 Communication and Detail Updates

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

Parents and guardians must ensure MloD has current and accurate contact, medical, and emergency information at all times. Any updates must be provided in writing via email.

Updating Contact and Medical Information

Students, parents, and guardians must ensure MloD has current and accurate contact and medical information at all times. Any changes to personal details, emergency contacts, or medical information must be notified via email to melbourneinstituteofdance@gmail.com.

7.10 Personal Property

Personal belongings are brought to the studio at the student's own risk. MloD is not responsible for loss of, or damage to, personal property.



7.11 Behaviour and Conduct

All students, parents and guardians must comply with MloD's Children's Code of Conduct and behave respectfully and safely at all times. MloD may suspend or cancel participation without refund where behaviour compromises safety, wellbeing, or studio integrity, or breaches these Terms and Conditions or MloD Policies and Procedures.

7.12 Amendments, Governing Law, and Acceptance

MloD may update these Terms to reflect changes in safety, operational or legal requirements. The most current version will be available on the MloD website.

The laws of the State of Victoria, Australia, govern these Terms and Conditions.

By enrolling or participating in any MloD class, the parent or guardian accepts these Terms and Conditions as legally binding.