

Terms and Conditions - Adults

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 guardian and Melbourne Institute of Dance (MIoD).

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



Table of Contents

7.11

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

Amendments, Governing Law, and Acceptance



7.0 Terms and Conditions

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

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

It must be read in conjunction with MIoD's full legal versions of the Policies and Procedures and Code of Conduct (available on the MIoD website). https://www.melbourneinstituteofdance.com/policies

MIoD 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 MIoD community.

Eligibility and Age Requirements

The Adult Program is open to students aged 16 and above. Students aged 16 or 17 are legally classified as minors in the State of Victoria and require their parent or legal guardian to enrol them.

Shared Spaces

MIoD 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 children. All students are expected to act in accordance with MIoD's Child Safety Policies and to display respectful and appropriate conduct at all times in mixed-age environments.

7.1 Payment and Enrolment

Payment must be made in full before attending class. Payment may be made by credit card, cash, or direct bank transfer. Students may be refused entry to class if payment has not been finalised.

Enrolment is accepted at the discretion of MIoD. The School Director may decline or cancel an enrolment, cancel or reschedule classes, refuse entry to any class, or change a teacher at any time. 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. Where MIoD cancels a class or course and cannot offer a reasonable alternative, a credit or refund will be provided in accordance with the Australian Consumer Law (ACL). Nothing in these Terms limits your rights under the ACL.

7.3 Risk, Health, and Responsibility

Dance is a physical activity and involves inherent risks. Students must be medically fit to participate and are responsible for following the teacher's instructions and exercising due care and caution at all times. MIoD takes reasonable steps to provide a safe environment but accepts no responsibility for injuries resulting from non-compliance with instructions or unsafe conduct.

Students must:

- Acknowledge that they are participating in dance classes at MIoD at their own risk.
- Will <u>not</u> hold MIoD or its teacher liable for any injury or any consequence of any injury sustained while at MIoD
- Take full responsibility for their injury.

For online or remote classes, students must ensure a clear, safe space and wear suitable footwear. Devices must be placed securely to allow the teacher to view movements for safety guidance. MIoD is not responsible for injuries resulting from unsafe home environments.

Students must disclose any relevant injuries or medical conditions before participating and seek medical advice as necessary. In an emergency, MIoD may arrange first aid or contact emergency services; related costs remain the participant's responsibility.

Shared Spaces with Children

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

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



7.4 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 if illness is suspected for the safety and wellbeing of others.

7.5 Educational Aids (Video/Photo for Teaching)

MIoD may use limited video or photography during class for teaching purposes. These materials are used exclusively for student feedback and will not be published unless permitted under 7.7 Image Use and Publication (Consent-Based).

7.6 Photography and Recording (In Class)

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

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

7.7 Image Use and Publication (Consent-Based)

With consent, MIoD may use authorised photographs or videos for promotional, educational, or community purposes. This may include, but is not limited to, publication on the MIoD 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 <u>melbourneinstituteofdance@gmail.com</u>. Withdrawal applies to future use only. MIoD 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.



7.8 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), MIoD may contact families by email, phone, or SMS. Notices delivered electronically will be deemed to be in writing.

Students, parents and guardians must ensure MIoD 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 MIoD 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.

7.9 Personal Property

Personal belongings are brought at your own risk. MIoD is not responsible for loss of, or damage to, personal property.

7.10 Behaviour and Conduct

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

7.11 Amendments, Governing Law, and Acceptance

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

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

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