Vibe Studios Pty Ltd (ACN 162 082 064)
5/6, 120 Canterbury Road, Kilsyth South 3137
Tel: (03) 9761 7044
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TERMS & CONDITIONS

1. Application

These T&Cs will apply to any use by you and/or the Student of Vibe Studios' Services, as applicable.

2. Enrolment

2.1 You must complete at the commencement of Vibe Studios' services and at the start of each year an online enrolment form as provided by Vibe Studios in respect to the Student. If the Student is under 18 years of age, a parent or a legal guardian will complete the enrolment form on behalf of the Student. Such parent or legal guardian will be responsible for the Student's actions or inactions and ensuring the Student complies with the T&Cs as set out in this document, as applicable.

2.2 By providing the enrolment form to Vibe Studios, you agree to be bound by these T&Cs and all the conditions in the relevant Information Booklets.

2.3 It is your responsibility to promptly provide to Vibe Studios all relevant information, instructions and facts relevant to the provision of the Services and performance of Vibe Studios' obligations.

2.4 Vibe Studios may reject any enrolment with no liability.

2.5 An enrolment form must be completed online at the commencement of Vibe Studios' services and at the start of each year. Vibe Studios must be kept informed of any change of details.

2.6 It is your responsibility to ensure you read all Vibe Studios' newsletters, notes, publications, emails, posts made through our communication platform 'Band' and social media, to be kept up to date.

2.7 At enrolment, the enrolling parent or legal guardian must nominate one person as the Student's Primary Contact and may nominate any additional parents, guardians or caregivers who are authorised to receive routine communications from Vibe Studios.

Vibe Studios will send routine correspondence to the Primary Contact and any additional contacts recorded on the Student's enrolment details. A person who has not been listed as an authorised contact will be referred to the Primary Contact if they ask to receive routine correspondence or be added to the Student's contact details.

The Primary Contact must notify Vibe Studios promptly of any changes and provide copies of any current court orders or other legal documents that affect communication or contact arrangements. This process is subject to any applicable court orders and legal requirements. Vibe Studios may communicate with another person where required by law or necessary to respond to an emergency or meet its child-safety responsibilities.

2.8 Family communication and disputes. Vibe Studios does not act as a mediator or messenger in disputes between parents, guardians or caregivers. Each family is responsible for communicating with one another and providing Vibe Studios with clear and consistent instructions about the Student, subject to any applicable court orders or legal requirements. If conflicting instructions are received, Vibe Studios may ask the parties to resolve the matter and provide clear written instructions before taking non-urgent action. This does not prevent Vibe Studios from acting where required by law or necessary to protect a Student's safety or wellbeing.

If ongoing disputes result in repeated unreasonable or abusive communications with Vibe Studios' Personnel, or materially disrupt the studio's operations or the wellbeing of Students or staff, Vibe Studios may review the Student's enrolment. Following written notice and an opportunity to address the concerns, Vibe Studios may suspend or terminate the enrolment in accordance with the Terms and Conditions and applicable law.

3. Fees

3.1 You are required to pay to Vibe Studios the following fees, payable annually, at the time of enrolment:

(a) $75.00 administration/insurance fee;

3.2 Fees for classes are payable each Term (Term Fees). Vibe Studios will invoice you prior to the beginning of each Term (or shortly after enrolment), sent by email to the address provided on the enrolment form. If you do not receive your invoice, it is your responsibility to contact Vibe Studios as soon as possible to obtain a duplicate.

3.3 Term Fees will be charged according to Vibe Studios' rates set out on its Website.

3.4 Costume hire fees apply where relevant. Current fees will be set out in Vibe Studios' fee schedule and provided before enrolment or before the Student commits to the relevant class, event or competition.

3.5 Cheer uiforms are required for all competitive cheer students. The cost of these will be set out in Vibe Studios' fee schedule and provided before enrolment or before the Student commits to the relevant class, event or competition.

3.6 Fees for exams will be advised at the time and must be paid prior to the exam.

3.7 If the Student is participating in competitions, there will be additional fees including entry fees and insurance, payable in advance of the competition. Vibe Studios will enter all Dance Troupe and Competitive Cheer Team students into competitions which will incur a $27.50 administration fee per student for victirian based events and and $75 administration fee per student for AASCF Nationals on the Gold Coast. These administration charges will be added to your competition invoices.

3.8 All payments must be made by:

(a) Cash

(b) Direct deposit to:
Vibe Studios Pty Ltd
ANZ Bank
BSB 013 278 Account no. 3818 11 199
Reference: (Parents surname and invoice number).

(c) Credit/debit card

(d) Square – This is a payment plan set up via a third party called Square. Please contact us if you would like to be set up on Square.

3.9 Families with two or more enrolled students will be entitled to a discount of 5% off Class Fees, subject to the fees being paid by the due date (otherwise the discount is forfeited).

3.10 Vibe Studios may agree to a payment plan thru Payrix, on terms given at its discretion. If a payment is missed as a result of insufficient funds being in the nominated account, the fees associated will be on charged to the customer.

3.11 No refunds will be given for any payments, including Term Fees, costume, exam or competition fees or deposits, for any reason.

3.12 It is your responsibility to notify Vibe Studios in writing if you wish to add, cancel or alter classes from term to term. Otherwise, Vibe Studios will continue to invoice you according to the class(es) the Student has attended in the prior Term.

3.13 Vibe Studios will provide you with receipt for fee payments made and other receipt can be provided upon request.

3.14 You must not withhold, make deductions from, or set-off, payment of any money owed to Vibe Studios for any reason.

3.15 Vibe Studios may charge any other fees, charges and surcharges that Vibe Studios notifies you from time to time.

3.16 Full payment of Term Fees is required by the third week of each Term. An accounting fee of $25.00 will be payable by you in addition to the Term Fees for late payments. Any Term Fees that remain unpaid 4 weeks after the due date, will be subject to a further $25.00 late fee.

3.17 If full payment for Term Fees is not received within 30 days of due date for payment, Vibe Studios reserves the right to:

(a) withhold concert tickets and costume hire;

(b) cancel or suspend the enrolment; and

(c) In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

4. Attendance and Classes

4.1 The Student is required to attend all classes for which the Student is enrolled, unless the Student is unwell.

4.2 Classes do not take place on public holidays. Classes will not be held on the Monday before the Melbourne Cup Day public holiday.

4.3 You will not be entitled to any refund of fees due to classes missed for any reason. Vibe Studios may allow make up classes for missed classes, in its sole discretion and subject to Vibe Studios conditions including but not limited, provided the requested make up class is not at capacity.

4.4 Students must warm up and stretch prior to attending Classes and Events.

4.5 Students must follow safe dance practice instruction given by their teacher at all times. You are responsible to clearly notify the relevant teacher prior to commencement of the class, if the Student has an injury or other medical condition. If the student is attending multiple classes then a signed note explaining the condition is preferred from their parent. Some conditions may require medical clearance before recommencing classes.

4.6 Students must bring their own bottled water to classes and keep hydrated during classes.

4.7 For Students under 18 years of age, an adult is required to supervise the Student immediately prior to and after Class and Events. Vibe Studios will not be responsible for the safety of Students outside Class or Events.

4.8 Due to government regulations, Vibe Studios will not administer any medication to the Student. You agree that Vibe Studios' Personnel may administer basic first aid in the event of a minor injury (such as band aid, icepack). In the event of an emergency, you agree that an ambulance may be called.

4.9 Students are required to participate in Events. If a Student cannot participate in an Event, Vibe Studios must be notified in writing as soon as possible.

5. Uniform and Costumes

5.1 You will be advised if your child is required to wear a uniform.

5.2 You are responsible to purchase the appropriate footwear according to the Class(es) the Student attends.

5.3 You agree to purchase specific items as required by Vibe Studios from time to time, including but not limited to: poms, tights, fishnets, bike shorts, underwear, backless or strapless bra, makeup and hair products.

5.4 A costume, for each Class the Student attends, is required to be worn by the Student for Events. Costumes will be issued only when Term Fees are received in full in the relevant term. The costume fees are set out at clause 3.4.

5.5 Costumes must be returned at the conclusion of the Event for which the costume was required. Failure to return a costume on time will result in a $20 fee.

5.6 If any part of a costume is damaged or lost, you will be responsible for the cost of repair or replacement.

6. Vibe Studios' Website

6.1 The Website Content may be downloaded only for your personal and non-commercial use provided you do not remove any copyright and trade mark notices.

6.2 Whilst Vibe Studios endeavours to keep all information on its website up to date, it does not guarantee the accuracy of information given. Vibe Studios expressly disclaims any and all warranties, express or implied, that:

(a) it is free of software viruses. It is your responsibility to protect your own data whether by virus scanning or other computer security systems;

(b) errors and defects will be corrected;

(c) the Website Content is complete, true, accurate or non-misleading;

(d) the accuracy, reliability, timeliness or otherwise of any information contained or referred to in the Website Content; and

(e) information on the Website constitutes advice of any kind.

6.3 Vibe Studios has no liability for any costs, loss or damage of any kind arising as a consequence of your access to the Website.

7. Privacy Policy

7.1 Vibe Studios may collect, process and use the Personal Information in accordance with its Privacy Policy.

7.2 It is your responsibility to read Vibe Studios' Privacy Policy prior to providing Personal Information to Vibe Studios.

7.3 By accessing and/or using Vibe Studios' website and/or Services, you acknowledge and agree that Vibe Studios may use your Personal Information in accordance with Vibe Studios' Privacy Policy.

8. Confidential Information and Intellectual Property

8.1 Vibe Studios will not use, or disclose, any Confidential Information disclosed to Vibe Studios in the course of delivery of the Services with the exception of disclosures required or permitted by law with regard to child-safety reporting.

8.2 No rights in relation to the Intellectual Property Rights will transfer to you.

8.3 Vibe Studios grants the Student a non-exclusive, non-transferrable, right to the Intellectual Property strictly and only for the purposes of the Student's use of the Services, which use must be in accordance with its proper intended purpose and subject to any instructions, terms and conditions or restrictions delivered with the Services or as reasonably expected.

8.4 This clause survives termination of these T&Cs.

9. Representations and warranties

9.1 Vibe Studios warrants to the Client that it will:

(a) ensure Vibe Studios' Personnel will comply in the performance of its obligations of these T&Cs and all relevant laws; and

(b) it will use only competent Personnel to perform its obligations under these T&Cs.

9.2 You warrant to Vibe Studios that you:

(a) will notify Vibe Studios of any facts or changes to the Student's health or welfare which Vibe Studios ought reasonably be aware;

(b) will notify Vibe Studios of any changes to your contact details;

(c) will read emails, newsletters band and social media posts and noticeboard and other notices given to you or the Student;

(d) will ensure that the Student warms up and stretches prior to attending classes;

(e) acknowledge and agree that due to the nature of dance training, some physical contact may be necessary by the teacher to demonstrate exercises or techniques during class or to administer first aid;

(f) acknowledge and agree that Vibe Studios will not be responsible for any accident or injury;

(g) acknowledge and agree that Vibe Studios is not responsible for loss or damage of property;

(h) acknowledge and agree that photographs and videos may be taken of the Student, which photographs and videos are the property of Vibe Studios and may be used for promotional and advertising purposes, unless you notify Vibe Studios otherwise. No full names will be published with photographs and videos;

9.3 Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) or any Fair Trading Act except to the extent permitted by such Acts.

10. Liability

10.1 Vibe Studios' liability for any Liability or Claim in relation to these T&Cs, any contract, and any supply of Services (whether under statute, contract, tort, negligence or otherwise) will be limited to any proven Claim and the amount of the fees paid by you to Vibe Studios.

10.2 Vibe Studios will not be liable to you for any Liability or Claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss or any remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

11. Release and Indemnity

11.2 You indemnify Vibe Studios and each member of Vibe Studios' Personnel from and against any Liability or Claim arising directly or indirectly in relation to:

(a) the accuracy of all information provided by you to Vibe Studios in relation to the Services or any other matters;

(b) your or the Student's breach of these T&Cs;

(c) your or the Student's negligence or wilful misconduct;

(d) any injury sustained by the Student during provision of the Services or as a result;

(e) the use of photographs or video footage;

(f) you or the Student purporting to cancel these T&Cs.

11.2 This clause survives termination of these T&Cs.

12. Term and termination

12.1 The term of these T&Cs will continue until the earlier of:

(a) 31 December of the year of enrolment and full payment of all amounts owing to Vibe Studios; and

(b) termination in accordance with clause 12.2 or 12.3 of these T&Cs.

12.2 Vibe Studios may immediately terminate, or suspend the Student's attendance at Classes and you must immediately pay any money owed to Vibe Studios if:

(a) you breach a term of these T&Cs and do not remedy the breach within 7 days of receiving a notice from Vibe Studios requiring you to do so;

(b) you or the Student is responsible for any bullying or harassment, as reasonably determined by Vibe Studios;

(c) you breach a term of these T&Cs which is not capable of remedy.

12.3 You may terminate Vibe Studios' Services upon written notice given prior to the end of the Term.

12.4 In the event of termination of these T&Cs:

(a) you must pay Vibe Studios for all Services performed up until the date of termination;

(b) you must immediately return any items the property of Vibe Studios;

(c) Vibe Studios may refuse to complete any partially delivered Services, without liability of Vibe Studios.

13. Definitions

In these T&Cs:

"Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

"Class(es)" means the regular classes held by Vibe Studios, at Vibe Studios' premises, for which the Student is enrolled to participate;

"Confidential Information" means information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to Vibe Studios or any related entity of Vibe Studios including but not limited to any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter;

"Events" means any events which take place which the Student participates in, other than regular Classes, including rehearsals, concerts, competitions, exams and performances;

"Intellectual Property" means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any choreography, routines, costumes, recordings, music, confidential information, copyright, trademarks, service marks, designs, patents, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields;

"Liability" means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

"Personal Information" applies to your and the Student's personal information, which is defined in the *Privacy Act 1988* ("Act") as "*any information or an opinion (including information or an opinion forming*

part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion". Such information may include the name, phone, address, email and other information you chooses to provide or required for the purposes of dealing with Vibe Studios as a client, Student, potential client or student, Vibe Studios, job applicant, stakeholder, contractor or in some other capacity;

"Personnel" means any employee, servant, contractor, subcontractor, agent, partner, director or officer of Vibe Studios;

"Privacy Policy" means the Privacy Policy currently displayed on Vibe Studios' website;

"Services" means the services provided by Vibe Studios, pursuant to these T&Cs, which may include Classes relating to dance, performances, concerts, and other related services;

"Student" means the individual using the Services, whether a minor or of adult age, to which these T&Cs apply;

"Term" refers to the government school term in Victoria;

"Term Fees" means the fees charged by Vibe Studios for attending classes, according to government school terms in Victoria;

"Vibe Studios" means Vibe Studios Pty Ltd (ACN 162 082 064); and

"T&Cs" means these Terms and Conditions; and

"Website Content" means the contents of Vibe Studios' website.

14. Miscellaneous

14.1 The parties agree:

(a) these T&Cs or any Contract may only be amended with Vibe Studios' express written agreement;

(b) Vibe Studios' rights under these T&Cs or any Contract do not exclude any other rights of Vibe Studios;

(c) the actions of any person claiming to have the Client's authority will bind the Client to the extent permitted by law;

(d) if any provision of these T&Cs or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply;

(e) Vibe Studios may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party;

(f) the failure by Vibe Studios to require performance by you of any provision contained in these T&Cs will not waive the right to require such performance;

(g) unless otherwise expressly agreed by Vibe Studios, or as set out in these T&Cs, this is the entire agreement between the parties and supersedes any other communications or representations, whether written or oral;

(h) these T&Cs may be updated from time to time by Vibe Studios without notice; and

(i) these T&Cs and any Contract will be governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of the state of Victoria.

14.2 In these T&Cs:

(a) the headings will not affect interpretation;

(b) the singular includes the plural and vice versa;

(c) any other grammatical form of a word or expression defined in these T&Cs has a corresponding meaning;

(d) a reference to a document includes the document as novated, altered, supplemented or replaced;

(e) a reference to a party includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;

(f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any other entity;

(g) a reference to a statute, ordinance, code or law includes regulations, rules and other instruments under the statute, ordinance, code or law and any consolidations, amendments, re-enactments or replacements;

(h) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;

(i) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;

(j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these T&Cs; and

(k) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.