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General Terms & Conditions

By agreeing to the Lakes Performing Arts Centre Centre ("LPAC") enrolment form you have completed and/or continuing to use and/or attend Lakes Performing Arts Centre Centre's services, you are deemed to have agreed and accepted these terms and conditions of enrolment ("Terms"):

Lakes Performing Arts Centre holds the rights to update these Terms and Conditions at any time, all members who have provided an enrolment form will be notified via email of changes to our Term & Conditions. Up to date Terms and Conditions can be located on our website.

Terms and Conditions as stated below supersede any previous Terms and Conditions either online or that may be attached with paper copies of enrolment forms previously signed.

1. ENROLMENT POLICIES

1. All Students must fill out either an enrolment form or trial form before the start of the first class.
2. All LPAC classes have a maximum capacity of student numbers for health and safety reasons.
3. Enrolment to a class is on a first come first serve basis. If you miss an intake to a class a waiting list is available.
4. Our Enrolments automatically roll over to the following term. It is the responsibility of the parent/caregiver to notify the LPAC office of any changes to the enrolment. Normal charges will be applied until communication is received. Notice must be received in writing.
5. Term Dates
 1. Teaching weeks at LPAC will roughly adhere to the New Zealand Ministry of Education School Terms. There may be occasional differences, and if so, you will be notified of any changes.
 2. LPAC is closed on New Zealand Public Holidays. A make up lesson/class may be arranged during the school holidays.

2. FEE POLICIES

1. Term fees are billed in full, on a term basis. Full Payment needs to be received by the due date stated on the invoice, unless a payment plan has been arranged and approved by LPAC in advance.
2. A deposit of the First lesson is required to secure a music or vocal private lesson spot. Your spot is not secured or confirmed until this deposit is received.

3. Part payment of fees and/or a payment plan is offered by LPAC with prior written consent from the Manager.
4. If LPAC believes, in its sole discretion, that class will reach its maximum capacity, LPAC reserves the right to ask for immediate payment of fees to secure a student's place.
5. Failure to make payment as noted in clauses 2.(1)(2)(3) or within 14 days of receipt of the payment request means LPAC shall be able to forfeit the student's place in the intending class.

3. FEES

1. For the avoidance of doubt, the fees are based on an average 10-week Enrolment Term, with a minimum number of 8 weeks, to take into account any consideration for a statutory holiday.
2. Subject to clause 5 fees are:
 1. not refundable for missed classes; and
 2. not reduced or refunded for sickness.
3. If fee payment is not received by the due date stated on the invoice, you acknowledge and agree that LPAC will add a \$25 Late fee to the full Enrolment Term fee payable.
4. If fees remain unpaid at the end of an Enrolment Term, LPAC may in its sole discretion:
 1. exclude students from annual performances; and
 2. Send out a demand payment letter; and
 3. engage a debt collection agency to recover the fees. You will be liable for any additional costs associated with the debt collection and recovery.

4. ABSENCES

1. Group Classes (Dance, Drama, Choir or Bands)
 1. Group Classes missed by the student are not refunded and will only be made up at the discretion of the teacher. The option may be given to join with another class of equal level if available.
2. Private Lessons (Music or Dance)
 1. Students missing private lessons due to sickness are required to notify Lakes Performing Arts by no later than 10am on the day of their lesson to qualify for a catch-up lesson. Students missing lessons for any other reason will not be refunded or offered a catch-up lesson.
 2. A music catch-up lesson may be arranged at the discretion of the teacher (max. of 2 lessons per term), however LPAC is not able to guarantee catch up lessons due to scheduling and teacher availability.

3. If the student “no shows” without the proper notification no catch-up lessons will be offered, and full terms fees will apply.
3. Tutor Absences
 1. If a teacher is unavailable to teach LPAC will attempt to arrange a reliever. If this is not possible then notice will be given of cancelation of that lesson/class and a credit will be applied to the student/family account.

5. REFUND AND CANCELLATION POLICY

1. If the student/family wishes to cancel the lesson/class with LPAC, then a written notice must be received by LPAC before the start of the new term.
2. LPAC will not give a refund for:
 1. Absences from classes due to illness, injury or personal circumstances.
 2. Classes missed due to a change in mind.
 3. Classes missed due to holidays.
 4. Classes missed due to public holidays.
3. LPAC will refund in full all fee payments for remaining classes, if a class is cancelled by LPAC.
4. In its sole discretion, LPAC may provide a refund if a student is absent for more than 3 consecutive weeks due to illness, injury or personal circumstances and the LPAC office has been immediately notified and provided the appropriate certificate. A refund will be applicable to the remaining unattended classes. No refund or credit will be provided for a refund request made under this clause 5(d) once the Enrolment Term has passed.
5. Trial Period – Each new enrolment is entitled to a trial period of 3 weeks. After this trial period if the class is not what you are looking for LPAC will refund the remainder of the term fees. Cancellation notice needs to be provided to LPAC via email before the start of the 4th week. After this time full term fees will apply, and no refunds will be given.
6. Verbal notice given to the tutor will not be considered sufficient notice and must be confirmed in an email to the LPAC office.
7. Refunds are processed on the 20th of the month.

6. PAYMENT OPTIONS

1. Payment of the fees can be made via the following options:
 1. Internet banking to LPAC's Kiwi Bank bank account: “Lakes Total Management Ltd.” 38-9020-0434595-00. Please reference Family Name and Invoice Number.

2. Cash or EFTPOS at the LPAC studio between office hours Monday - Friday 8.30am - 5.00pm.
3. For the avoidance of doubt, dance teachers are not able to accept fee payments.

7. BEHAVIOUR EXPECTATION

1. All students are expected to show up on time for class/lesson each week in appropriate attire.
2. LPAC strives to maintain a friendly healthy environment for learning, all students and parents/caregivers must show respect towards the teacher, LPAC Management, other parents/caregivers and other students at all times. LPAC teachers and management reserve the right to:
 1. disallow disruptive students and/or parents/caregivers from participating in the class.
 2. immediately dismiss for the remainder of an Enrolment Term disruptive students and/or parents/caregivers from attending classes at LPAC. If a student and/or parent/caregiver is dismissed from the remainder of the Enrolment Term classes, LPAC will refund only the un-taken classes that have been paid for in advance.
3. If you are having any issues, they should immediately be directed to the LPAC office via email communication. LPAC will endeavour to respond to your concern within 5 working days.
4. No food is permitted in the studio.
5. Chewing gum and bubble gum is strictly forbidden.
6. All students are recommended to bring their own water bottle to class. Due to health and safety regulations LPAC does not provide glasses for students.
7. Noise by students and parents/caregiver in the waiting area and outside the studio must be kept to a minimum to ensure minimal distraction to a class.

8. CLASS ATTIRE AND UNIFORMS (DANCE)

1. LPAC does not have a specific uniform requirement for their Open Classes but ask that students do not wear school uniforms.
2. Students may attend class in bare feet or soft flexible shoes, no dancing in socks is permitted.
3. Black soled shoes are strictly forbidden. Any student wearing black soled shoes, with the exception of ballet and jazz shoes, will be required to remove them.
4. Please ensure all students' belongings are named.
5. LPAC Grade Classes will have a compulsory uniform from Term 2 to prepare

them for the Exams. Uniform Requirements are located on our website under Legal.

6. Any Student who is inappropriately dressed will not be able to participate in class activities due to health and safety regulations

9. HEALTH, SAFETY, INJURY AND MEDICAL POLICIES AND PROCEDURES

1. While LPAC takes all reasonable care in the conduct of its classes, it or any LPAC related company, contractor or employee of LPAC, does not:
 2. accept responsibility for personal injury or loss caused during a class or while students are at the LPAC premises.
 3. accept responsibility for any loss of, or damage to, personal property whilst on the LPAC premises.
2. LPAC aims to provide a safe environment to reduce the risk of injury. However, it is acknowledged by the student and the parent/caregiver that dance by its nature carries a risk of accident or injury.
3. It is the responsibility of the student or parent/caregiver to notify the teacher in the event of an injury or medical condition prior to class. Students and parents/caregivers are responsible to ensure that their child/ren are physically and mentally fit to attend a class.
4. The student and parent/caregiver acknowledge, agree and accept that teachers will need to make physical contact with the students to correct or assist with posture, alignment and dance, drama and music techniques.
5. LPAC provides teachers that actively promote safe dance/drama practices and are qualified and/or experienced and well trained in their field. However, it remains the student's responsibility to ensure that they follow safe practices to avoid injury. At all times during a class, students are responsible for their own personal safety and must conduct themselves in a way that does not put themselves or others at risk.
6. A first aid kit is available to any student with permission from the teacher. LPAC does not dispense Panadol, pain relief or medication to any of the students.
7. LPAC students are only under supervision whilst in class time only. Teachers and staff will not be responsible for students outside their allocated class time and children in waiting areas must be supervised at all times. For safety reasons, students must be collected from inside the LPAC premises. It is the responsibility of the parent/caregiver to ensure their child/ren do not wait outside the building. If a parent/caregiver is more than 10 minutes late in collecting their child/ren from a final class of the evening and LPAC is required to keep the premises open, LPAC will be entitled to charge a late pick up fee of \$10 per 5-minute time slot.

8. Running on the LPAC premises is strictly forbidden.

10. CLASS VIEWING POLICY

1. All classes, with the exception of preschool classes, are closed classes and parent/caregivers are not permitted to stay and observe.
2. Under special circumstances a parent/caregiver may stay and observe a class when it has prearranged and mutually agreed this with the dance teacher.
3. Music lessons can be viewed by parents at the discretion of the teacher.
4. A TV is set up in the Parent Room that shows each Studio and parents are welcome to view from here.
5. Once a term LPAC will have a Viewing week where Parents and Caregivers are invited into the Studio to observe the class. Information and dates regarding the Viewing Weeks will be sent out via email.

11. PHOTOGRAPHY AND VIDEO POLICIES

1. Photography and videoing of students in class and concerts is not permitted. This is for the safety and wellbeing of each student and to comply with the Privacy Act 1993 regulations.
2. Images or video footage of students taken by LPAC may be used for marketing and website purposes and remains the sole property of LPAC. Please make LPAC aware if you do not wish for your child to appear in any marketing or promotional photos.

12. ANNUAL PERFORMANCE

1. All students enrolled at LPAC, are invited to participate in the annual showcases which takes place in late November or early December.
2. Each student that participates in the annual performance is required to attend extra rehearsals and all performances they are allocated to perform in. Some Rehearsals and the Performances will be scheduled on weekends.
3. In addition to clause 11, all recording at the annual performance is prohibited due to copyright and privacy laws.
4. Tickets to the annual performance are an additional cost. You will be notified by LPAC when the tickets become available.
5. Students will be unable to watch the showcase and will be situated in the Green Room. All children are supervised during concert rehearsals and performances.
6. Parents and Caregivers are permitted backstage and in the changing room area if they are an allocated helper for that performance. Non-helpers are

asked to leave due to the venue fire regulations for maximum numbers that are allowed backstage.

7. For Dance and Drama Students a Performance Fee is added to the Term 4 invoices. This fee will cover costume creation and other expenses incurred in planning the End of Year Showcases. Costumes are the property of LPAC.
8. The Performance Fee is non-refundable after Week 3 of Term 4. Please notify the LPAC Office before this time if your child/ren cannot attend the performances.
9. Any student with unpaid term fees at the time of the performance will not be eligible to participate.

13. CHOREOGRAPHY AND MUSIC

1. LPAC is licensed with APRA for the use of music for teaching and performance purposes.
2. Choreography for classes, competitions, and performances remains the sole property of LPAC.
3. Choreography for classes and performances remain the artistic and intellectual property of Lakes Performing Arts Centre. Choreography must not be copied or used without prior permission of the Manager.

14. CONCERNS OR COMPLAINTS

1. We value your opinion and hope to make you and your child's involvement with LPAC as enjoyable as possible. If you wish to speak to us about any concerns, please feel free to contact us at the office via phone or email.
2. Do not speak to the dance teacher directly; all inquiries need to be directed to our office.
3. If you are not happy with the service you have received or the behaviour or attitude of any staff member please tell us as we may be unaware there is an issue.

15. PRIVACY ACT AND PRIVACY POLICY

1. To ensure we have all relevant personal details about our students, we will collect and keep information about you from time to time.
2. This information includes the information you provide on your enrolment form and updates you may provide us with.
3. You need to ensure that the information you give us is true, correct and complete.
4. Under the Privacy Act 1993 you are entitled to have access to, and request correction of this information.

5. Please note we do operate CCTV in our studios for safety purposes. All recordings will remain private and confidential property of Lakes Performing Arts Centre.

16. COMMUNICATION POLICY

1. All correspondence will be sent out to the students/families by email.
2. For the purposes of the Unsolicited Electronic Messages Act 2007 you consent to receive communication from LPAC.
3. It is the responsibility of all parents and students to read emailed newsletters. Please note we do not provide printed copies of newsletters.
4. If you have not received our newsletter via email, please check your junk inbox, you may need to make us a safe sender.
5. Any changes to personal details (email address, phone numbers, address etc) should be immediately updated through the LPAC office to ensure our records are kept up to date. LPAC will not
6. If you are experiencing difficulties getting emails, please contact LPAC by phone or email.
7. Please do not converse with teachers during or between class times as they need to concentrate on their class and provide uninterrupted attention to their students.

17. LPAC FAMILY DEAL

1. LPAC offers a Family Deal. Enrol one family member and every additional family enrolment will receive 25% off the term fees.
 1. Discount will be applied against each terms invoice.
 2. Applies to Lakes Performing Arts Dance, Drama and Fitness Classes only.
 3. Applies only to immediate family members living in the same household.
 4. Discount is applied to the class with the same or less amount
 5. Applies to full term fees only, no partial term fees or trial classes.

18. TRIAL CLASSES (DANCE AND DRAMA)

1. LPAC offers trial classes for Dance and Drama so students can try out the class before enrolling.
 1. Trial Fee is \$10 per class (\$6 for Pre School Dance).
 2. If the student enrolls this trial, fee goes towards the term fees (must be in the same term as enrolment).
 3. Maximum of 1 trial class.

19. CHANGES TO THE TERMS AND CONDITIONS

1. The Terms and conditions described above are agreed to upon enrolment and may be changed at any point by LPAC. A copy of the terms and conditions will always be available on our website (www.lakesperformingartscompany.com/legal) and can be emailed to the student/family on request.

Uniform Policy

From term 2, all grade dance classes are required to wear uniforms. This is to prepare the students for the examinations and give them an opportunity to get used to dancing in certain clothes and shoes.

Below is the uniform requirement for each syllabus. Lakes Performing Arts offers dance shoes and ballet outfits for sale.

BALLET

Females

Pre-primary, primary and pre-grade

- Pink cap sleeve leotard
- Pull-over pink skirt
- Ballet tights
- Pink ballet slippers

Grade 1 and above

- Black v-neck leotard
- No skirt
- Ballet tights
- Pink ballet slippers

Males

- Black leotard
- Ballet tights
- Black ballet slippers

JAZZ

Females

- Singlet or t-shirt for class. LPAC will provide leotards for the exam day.
- Plain black $\frac{3}{4}$ leggings
- Black jazz shoes
- Plain black ankle cut socks

Males

- Same as females, except plain black pants

HIP HOP

Females

- Singlet or t-shirt for class. LPAC will provide t-shirts for the exam day.
- Plain black $\frac{3}{4}$ leggings
- Plain white canvas shoes
- Plain white ankle socks

Males

- Same as females, except plain black pants

CONTEMPORARY

Females

- Singlet or t-shirt for class. LPAC will provide a singlet for the exam day.
- Plain black $\frac{3}{4}$ leggings
- Barefoot for dancers in Grade 6 and below
- Grade 7 and above, footUndeez are acceptable

Males

- Same as females, except plain black pants

OPEN CLASSES

LPAC does not have a specific uniform requirement for their open classes but ask that students do not wear school uniforms.

Students may attend class in bare feet or soft flexible shoes; dancing in socks is not permitted.

Website Privacy Policy

We may collect personal information about you through the website if:

We are providing you with our products;

You are registering on the website to use any facility or online tool on the website;

You are submitting an application to work for us; or

You are posting any content or transmitting any messages on or through the website.

In each case, we will only use this personal information for the purpose for which it was collected. This includes the administration and evaluation of the website, improving our products and tools and providing them to you and carrying out credit checks and verification of identity. It may also include specific purposes notified to you on the website for specific products or tools.

We may also collect personal information for a purpose required or permitted by

the Privacy Act 1993 or otherwise required or permitted by law. We may use your information to provide you with information about our business and products that we think might be of interest to you. If you ask us not to provide you with this information, we will comply with your request.

We will keep any personal information you provide secure and will not disclose it to any other parties without your prior consent or as required or permitted by the Privacy Act 1993 or otherwise required or permitted by law. If we consider that you have breached these terms or any applicable law we may provide your personal details as we see fit to enable us or any third party to take court proceedings, enforce or apply our terms, or to protect any party's rights, property or safety.

We may record your visit to the website for analysis of site activity (such as the number of site visitors, the date and time of visits, the number of pages viewed, navigation patterns, what country users are from and what systems users have used to access the website and, when entering the website from another site, that site's address).

Some of this information will be gathered through the use of "cookies". A cookie is a small text file placed on your computer's hard drive or browser by a webpage server. If you want to disable these cookies, you may do so by changing the setting on your browser. However, if you disable cookies, you may not be able to use all of the functions on the website. Cookies from the website are not used to gather or allow the gathering of any personally identifiable information and are not used to track individual user activity around this site or around the internet.

Business Details

Business Name: Lakes Total Management Limited

Trading As: Lakes Performing Arts Centre

Business Number: 9429045872914

Trading as: Lakes Performing Arts Centre

Directors: Rebecca Jade BRAKE & Quintin Robert James BRAKE

Email: info@lakesperformingarts.com

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