



ENRICHING CHILDREN'S LIVES THROUGH
PURPOSEFUL PLAY.

IntotheMask Theatre & Education PTY LTD ABN 1769480571

Terms and Conditions for Registration and Enrollment at IntotheMask Theatre & Education Drama Club Classes January 2022 - 2023

Last Updated 26th February 2022

By registering and enrolling my child at IntotheMask Theatre & Education's Drama Classes "1" (you the parent / or guardian) hereby agree and acknowledge the following terms and conditions strictly apply:

** Please Read our COVID POLICY & PROCEDURES PDF as the attached document on your booking page. It is also available on our website.

REGISTRATION

- Registration signifies that you as the Parent/Guardian have given express permission for your child's 'full time' enrolment/participation of 8, 9, 10 or 11 weeks (as the case may be based upon your nomination and the relevant Term) in the WA school term as opposed to 'casual' participation or within the "trial period".
- Registration involves providing the requisite enrolment details of my family and child.
- By supplying the information into the Software online, I agree to pay the **Annual Registration Fee** of \$25.00 per student, which is a compulsory and non-refundable administration / insurance expense incurred at the time of enrolment.
- By registering your child in our classes, you agree to pay the **full term tuition fees upfront**, before the start of the term and no longer than two days after receiving the invoice. If you are not able to pay upfront, your child's place in the class will be cancelled.
- **Uniform:** As part of our Duty of Care Policy, all students must wear the **Into the Mask Theatre Drama Club T-shirt** to and from the classes so they can easily be identified. Due to having our classes in a public space, we are taking necessary measures to keep your children safe. It is not compulsory in Kinder classes. The shirt can be purchased for \$20 +gst. (pre-order is essential)

- YOU AGREE TO AND ACKNOWLEDGE OUR COVID POLICY AND PROCEDURES: including the following terms : If a close member of your family or he child has **received a Positive Covid Test**: we advise that your child does not attend our classes and you follow WA Health guidelines. A make-up class or in-credit option can be arranged for a later date anytime, any workshop or any class that we offer at our club including online through zoom.

TUITION FEE

- **"Tuition Fees"** are per term based on the Class Fee not hours.
- Tuition Fees are periodically adjusted at the discretion of IntotheMask Theatre and Education. Our Terms generally correlate with the weeks of the WA School terms. There are 4 school terms. (Please see WA School Terms calendar for the 2021 and 2022 weeks.)
- GST will be charged upon transaction of all Tuition Fees including the fee for siblings. The discount will only appear on one invoice of one sibling per booking.
- A discount applies for 2 or more children from the same immediate family i.e. siblings (only) not cousins. The discount applied is 10% across the Tuition Fees of all the bookings.
- I understand that there is a Multi Class discount available if my child wants to participate in two classes.
- There will be **no fee adjustment** if my child is absent throughout the term that I have enrolled my child in and classes cannot be "made up" at differing locations.
- Classes will continue on WA Public Holidays, but not WA School Holidays. (*exception is during end of year performance rehearsal) Please alert the teacher in advance if you will be absent.
- There are no fee adjustments for missing public holidays that fall within the school term.
- I acknowledge that **"Trials"** for new students are upon request: Please note that Trials are free for students however, the full amount of the full term will be charged if the child/parent/guardian decides to continue for the term. The "free" period is only if your child does not wish to continue the classes after their first initial Trial.

SCHOOL HOLIDAY TASTERS (as of January 2022)

- **Registration** signifies that you as the Parent/Guardian has given permission for your child's participation and enrolment of the 1-hour and 30minute session of the school holiday dates and have agreed to these terms and conditions.
- Enrolment signifies the permission for photographic evidence to be taken of the classes, which may or may not include your child participating in activities.
- **Photographic** use for promotion, marketing on website and social media pages of IntotheMask Theatre, The Drama Club Perth will be used with discretion and you as the parent will alert us **in writing** if you do not want this to occur.

- **Duty of care.** Prompt drop off and pick up is encouraged. Prompt pick up by a guardian at the front door is necessary for your child's safety. A water bottle is compulsory. Sanitizer use upon entry, as well as appropriate hygiene and social distancing requirements when waiting.
- **Behaviour Policy** IntotheMask Theatre will exercise appropriate Duty of Care to children within its care and ensure the safety in the space. IntotheMask Theatre tutor will use appropriate behaviour management strategies within the lesson, and will not be liable for any injury that your child may obtain during the lesson, leaving or arriving at the premises.
- **Medical.** You as the Parent/Guardian have supplied true details about your child's medical and/or emotional circumstance.
- You as the parent will supply your child with the appropriate water bottle and snack/and/or appropriate medication.
- You must not send your child to the classes if they are unwell. This includes multiple sneezing or coughing in the class. If the teacher deems this child unwell, you will be notified and the student will sit away from other children. Please read our full COVID-19 Policies and Procedures

ENROLMENT

- By enrolling my child, I will follow the policies and procedures that IntotheMask Theatre and Education has stipulated which includes the health and safety of my child as well as Duty of Care.
 - Enrolling your child requires you to pay upfront through **direct deposit only** within 5 days of receiving the invoice upon booking confirmation.
 - You agree to pay the full fees upfront before the start of each term or 'half now half later' option. (Please inform us immediately *see further Payment Details below)
 - **We will not be accepting weekly payment plans** during this challenging period in time for our business.
 - IntotheMask Theatre values the catering of individual needs: I will keep open communication about the type of experience my child is having in their chosen class / and understand through communication, that my child can be placed in a more advanced or less advanced based on their individual needs, moderating class numbers and resourcing. I will contact the director Alethea Dreyer or your tutor immediately if there are any concerns about this.
- IntotheMask Theatre and Education values the significance of a uniform and my child will arrive to class wearing the appropriate uniform of theatre blacks and a Drama Club T-shirt for Duty of Care purposes and for the values of the club.
 - I acknowledge that IntotheMask Theatre and Education's Programs are designed for all students to attend every week in order to gain the maximum benefit from the lessons.
 - I acknowledge that End of Year performances may fall on a weekend and will alert the team of any conflicts that may occur surrounding this, including performing on Sundays; such as cultural / religious beliefs. (See Production below for more details)

BULLYING POLICY

- No tolerance policy to bullying and disrespectful behaviour towards staff, parents and students. If my child 's behaviour is noted in more than one lesson, I will be contacted immediately. IntotheMask Theatre and Education reserves the right to terminate our registration and enrolment if a resolution cannot be amicably achieved.

PAYMENT

- I understand Enrolling my child requires me to pay upfront through **direct deposit only** within 5 days of receiving an invoice upon booking confirmation.

- I acknowledge and agree that Payment will be directly deposited by me within 5 days of receiving your invoice after booking is made.

- (FOR TERM 3 &4 PRODUCTION I acknowledge that there are 2 payment options completed by bank transfer only. 1st instalment within 5 days of issued invoice, 2nd instalment half way through Term 3. (dates will vary)
- **UNFORTUNATELY, WEEKLY/MONTHLY PAYMENT PLANS ARE NOT AVAILABLE.**

- CREDIT CARD IS NOT A CURRENT OPTION(not an option in 2022)

- I acknowledge a 10% discount applies for siblings and multi class booking

- Payments received after the due date will be subject to an administrative **\$35.00** late fee.

- **IF YOU ARE UNABLE TO PAY UPFRONT FOR THE TERM, PLEASE CONTACT US IMMEDIATELY IF YOU ARE IN FINANCIAL HARDSHIP. WE WANT TO SEE EVERY CHILD THRIVE. HOWEVER, IF YOU HAVE HAD A PAYMENT PLAN IN THE PAST, WE CANNOT GUARANTEE ONE THIS FINANCIAL YEAR. WE WILL HOWEVER, ASSESS EACH INDIVIDUAL CASE CAREFULLY.**

CANCELLATION / TERMINATION

- In the event that my child does not wish to continue classes after their "free" Trial, I understand that I will not have to pay anything further.
- In the event that you wish to cancel, you have to give 4 weeks notice and will be charged 4 weeks of the term tuition.
- In the event that you have not paid your invoice by the due date and decide to cancel your booking without 4 weeks notice, there will be sent an invoice for the 4 weeks of term tuition.
- In the event that your child has begun their class and has decided after two weeks that they do not wish to continue, you will be sent an invoice for the first 4 weeks of classes plus gst.

- Subject to Australian Consumer Law, in the event that I have paid the full amount for the terms 1,2,3 and/or 4 and my child decides to cease attending the classes there will not be a refund due to the limited places we have and the resources committed on your behalf already incurred .

- I understand that Term 3 and Term 4 are our Production Terms and agree that once enrolled in Term 3, the child must continue their commitment in Term 4.

- I understand that I will give up to 4 weeks prior notice before the start of ANY Term if my child does not want to participate in the end of year production and will forfeit the amount paid or must pay 4 weeks tuition and cease classes immediately.

- In the event that there are circumstances surrounding the decision to leave is out of my control which are exceptional, I will contact IntotheMask Theatre and Education's Director Alethea Dreyer on 0416166013 immediately to discuss this and some arrangement may be negotiated on a case by case basis.

SHOWCASE and Performance TERMS

- I acknowledge that Term 2 is a showcase term and children enrolled in the Term will be expected to perform in a showcase for a live audience at the end of the Term.
- I acknowledge that Terms 3 and Term 4 are PERFORMANCE Terms and commitment needs to be made for both terms up until the very final performance.
- I acknowledge that the breakdown of costs in pdf attached to your child's class enrolment for Term3 and 4)
- I acknowledge that extended family members are expected to pay to watch the end of year production show. Tickets are purchased through an online website. This is a genuine theatre event, that works for all intents and purposes like a real theatre event.

- I acknowledge that if my child is given a part in a play that they are required to commit to what it means to perform a part in a play. This includes learning lines and committing to the whole term and not pulling out mid -way/half way/ near the end of rehearsing a show.

- I acknowledge that it is not easy to replace my child's role in a large end of term performance and will do our utmost best endeavours to commit whole heartedly to the team.

- I acknowledge that my child will be given a part to play in Term 2,3&4 for a performance

- I acknowledge that I will raise any concerns about my child's experience/past experience/feelings and worries with the director and tutors of IntotheMask Theatre and Education and keep open communication regarding anything concerning their social and emotional needs.

- I acknowledge that the script for the end of terms (3,4) production will be a collaboration of ideas and amended along the process of rehearsal. The children's input will be welcomed and lines added or taken away as discussed with the tutor and

students in the class. I acknowledge that this is IntotheMask Theatre and Education's beliefs regarding the learning and development through drama and rehearsal processes. To discuss this further, please call us.

- I acknowledge that for the End of Year production the families and children will provide their costumes as part of the values and beliefs of IntotheMask Theatre and Education
- I acknowledge that the End of Year production will be filmed and photographed and I am not allowed to take photographs or film of other people's children without permission.
- Awards and Certificates: Every Term 2 and Term 4 we may or may not present children with awards and certificates.

Duty of care

- Parents and Guardians have a duty of care to promptly drop off (and pick up) at the front entrance by that child's parent, guardian or nominated second pick up. I understand that prompt pick up at the front door is necessary for my child/children's safety. Children must not at any time while under the care of IntotheMask Theatre and Education's tutors, enter the car park to meet me their guardian or nominated second pickup.
- I as the parent/guardian agree to Drop and Go as well as Pick up and Go every week of attendance and will provide a current and accessible emergency contact number in the parent details on the online Safety Form. This information will be kept with the Tutor during the lesson and referred to if needed.
- In the event where I am unable to, or other circumstance, to pick up or be available for an emergency. I, the parent/guardian/carer will supply an email which stipulates the number of a second emergency number to my tutor or Director Alethea. (please see our COVID Safety Policies and Procedures pdf for more information)
- Into the Mask theatre and IntotheMask Theatre and Education shall do all things it considers appropriate to exercises appropriate duty of care to children within its care and ensure the safety within space occupied by IntotheMask Theatre and Education and will use appropriate behaviour management strategies within the lesson, and will not be held liable for any injury (to person or property) that your child may suffer during the lesson, leaving or arriving at IntotheMask Theatre and Education's community premises.
- I understand that other than circumstances such as unlawful activity or serious threats to health and safety of my child, IntotheMask Theatre and Education does not share Personal Information with third parties except for Enrolmy and debt collection agencies. IntotheMask Theatre and Education and enrolment software collects, holds, uses and destroys your personal information in accordance with the Privacy Act 1988 (Cth)

- I understand that Photographic use for promotion, marketing on website and social media pages i.e. Facebook and Instagram of IntotheMask Theatre and Education and Kadidjiny Park Hall (The Revellers Theatre) will be used with discretion and I will alert IntotheMask Theatre and Education formally in writing if I do not want this to occur.
- Duty of Care for every child in the class: Every child has a right to feel safe, and this also relates to our bullying policy. We have No Tolerance to bullying or disrespectful behaviour towards tutors, staff, parents or other students.
- You as the Parent/Carer agree to the Covid Policies and Procedures set in place for 2022.

Medical

- I understand that as the Parent/Guardian I will supply true details about my child's medical and/or emotional, physical or academic circumstance and provide appropriate strategies or medication/equipment for our tutors as well as appropriate emergency contact details upon enrolment.
- In the event of a life-threatening emergency, only tutors with First Aid qualifications will commence the delivery of first aid, if no tutor is able to administer first aid an ambulance will be called followed by the parent.
- An emergency number is required at enrolment or updated through your Enrolmy Parent Portal. I take full responsibility in writing this down clearly and can be legible by the tutor or any student in the class and agree to have the phone visible and audible in case of an emergency while my child attends classes.

AUSTRALIAN CONSUMER LAW (Competition and Consumer Act 2010) ("ACL")

- If you are a Consumer as defined under the ACL ("**Consumer**"), nothing in these terms and conditions excludes, restricts or modifies your rights or remedies against IntotheMask Theatre and Education PTY LTD for failure to comply with a guarantee under the ACL, however and subject to section 64A(3) of the ACL, to the extent that the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, IntotheMask Theatre and Education limits its liability for failure to comply with a guarantee under the ACL (other than a guarantee under section 51, 52 or 53 of the ACL) at IntotheMask Theatre and Education's option to the supplying of the Services again or the payment of the cost of having the Services supplied again.
- IntotheMask Theatre and Education PTY LTD is not liable for any indirect, special, consequential or reasonably foreseeable losses or expenses suffered

you or any other person or entity, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other person or entity, except to the extent of any liability imposed by the ACL.

- Nothing in these terms and conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of services which cannot be lawfully excluded, restricted or modified.

DISCLAIMER

Limitation of liability and exclusion of liability

1. Subject to subclause 4 (below), IntotheMask Theatre and Education is not liable to the you or your child/children attending IntotheMask Theatre and Education for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with these terms and conditions, except to the extent that such liability may not lawfully be limited or excluded. For the avoidance of doubt, this extends to any employees, contractors, agents, representatives, volunteers, licensees or permitted assigns of the Company.
2. Notwithstanding the generality of subclause 1 (above), IntotheMask Theatre and Education expressly excludes liability for consequential loss or damage which may arise in respect of the Services or for loss of loss of data, loss of, or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, whether direct, indirect, economic, consequential howsoever arising by way of act or omission in contract or in tort. You agree to release and indemnify IntotheMask Theatre and Education's to that extent.
3. Where IntotheMask Theatre and Education cannot by law exclude such liability, its liability to the you or your child/children attending IntotheMask Theatre and Education will be limited to, if the breach relates to goods, the replacement or repair the goods or, if the breach relates to services, the supply of those services or the payment of the cost of those services supplied again. This clause applies despite anything else contained in or incidental to these terms and conditions and to the fullest extent permitted by law.
4. Notwithstanding subclause 1 (above), the limitation of liability set out in subclause 1 will not apply to any liability arising as a result of, or in connection with:
 1. fraud or wilful misconduct by IntotheMask Theatre and Education PTY LTD;
 2. breach of confidentiality by IntotheMask Theatre and Education PTY LTD;
 3. breach of privacy by IntotheMask Theatre and Education PTY LTD; or
 4. infringement of a third party's Intellectual Property Rights by IntotheMask Theatre and Education PTY LTD For the purposes of this clause, the term "IntotheMask Theatre and Education PTY LTD" shall mean the Alethea

Bevilacqua as the company Director and all employees, sub-contractors, volunteers, suppliers and agents, whether individually or collectively.

5. To the fullest extent permitted by law, IntotheMask Theatre and Education PTY LTD excludes all warranties implied by law except as expressly set out in these terms and conditions or otherwise apply by operation of the ACL.